

INTERLOCAL AGREEMENT

THIS AGREEMENT is made on the _____ day of _____, _____ between the **City of Celina**, Texas and Denton ISD jointly referred to herein as "parties".

WHEREAS, the respective parties are authorized by the Interlocal Cooperation Act, Chapter 791, authorizes governmental entities to contract with each other to perform government functions and services including administrative functions normally associated with the operation of government such as purchasing of necessary materials and supplies.

WHEREAS it is the desire of both parties to comply with Chapter 791 Texas Government Code; and

WHEREAS both parties have the authority to enter in this Agreement; and

WHEREAS it is deemed in the best interest of all parties that said governments enter into a mutual agreement for the purchase of certain materials and supplies; and

WHEREAS the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, agree as follows:

Section 1: Purpose

The purpose of this Agreement is to authorize the parties mutual participation in various contracts for the purchase of various goods and services. Participation in this cooperative program will be highly beneficial to the taxpayers of the participating parties through anticipated savings to be realized.

Section 2: Duration of Agreement

This Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

Section 3: Relationship of Parties

It is agreed that the parties, in receiving products and/or services specified in this agreement, shall act as an independent purchaser and shall have control of its needs and the manner in which they are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and

for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any Supplier Agreement obtained in accordance with Texas law.

Parties shall notify all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the Cooperative Purchasing list of contracts.

Nothing in this agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this agreement individually and in its own behalf.

The Purchasing Director is hereby designated as the official representative to act for the City of Celina in all matters relating to this agreement.

Section 4: Purchase of Goods and Services

All products and services shall be procured in accordance with procedures governing competitive bids and competitive proposals.

The parties will be able to purchase from those contracts established by the other where notice has been given in the specifications and the successful bidder has accepted terms for Cooperative Purchasing Agreements for local governments.

The parties hereto agree that the ordering of products and services through this agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly, or as deemed advantageous to both parties.

The parties agree to pay successful bidders or anticipating governments directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by it and shall not by the execution of this agreement assume any additional liability.

Parties do not warrant and are not responsible for the quality or delivery of products or services from a successful bidder. The participating parties shall receive all warranties provided by successful bidder for the products or services purchased.

If a dispute arises between individual parties and a successful bidder, the same shall be handled by and between the participating party's governmental body and the bidder.

Section 5: Governing Law and Venue

This Agreement shall be governed by the laws of the State of Texas. Any litigation in any way relating to this Agreement shall be brought in State Court in Collin or Denton Counties.

Section 6: Liability

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other Party. Nothing in this Agreement is intended to be a waiver of either Party's governmental or sovereign immunity.

Section 7: Notice

All notices shall be in writing and shall be deemed to have been duly given and received when delivered by US Mail, overnight courier or hand delivery five days after mailing if sent by registered or certified mail (return receipt requested) postage prepaid, to the Parties at the following addresses:

City of Celina

DENTON ISD

Attn: Contracts

142 N. Ohio Street

Celina, TX 75009

contracts@celina-tx.gov

Notices may be sent via the email addresses above and below. Email notices are not valid however, unless acknowledged by the receiving party. Delivery or "read" receipts are insufficient for delivery.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers on the day and the year written above.

CITY OF CELINA

DENTON ISD

Signature

Signature

Dawn Berry

Printed Name

Printed Name

Purchasing Director

Title

Title