

INTERLOCAL AGREEMENT

This Interlocal Agreement (“the Agreement”) is made and entered into by and between the CITY OF LEWISVILLE, TEXAS, a municipal corporation (“the CITY”) and the DENTON INDEPENDENT SCHOOL DISTRICT (“the CO-OP ENTITY”), each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials in accordance with the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code (the “Act”).

WHEREAS, the CITY and the CO-OP ENTITY are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and

WHEREAS, the CITY and the CO-OP ENTITY wish to enter into this Agreement to set forth the terms and conditions upon which they may purchase various goods and services commonly utilized by each entity; and

WHEREAS, participation in this Agreement will be highly beneficial to the taxpayers of the CITY and the CO-OP ENTITY through the anticipated savings to be realized and is of mutual concern to the parties; and

WHEREAS, the CITY and the CO-OP ENTITY have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW THEREFORE, the CITY and the CO-OP ENTITY, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. The CITY and the CO-OP ENTITY may cooperate in the purchase of various goods and services commonly utilized by the parties, where available and applicable, and may purchase goods and services from vendors under present and future contracts;
2. The CITY and the CO-OP ENTITY shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of the purchased items under such contracts. The CITY and the CO-OP ENTITY shall each make their respective payments from current revenues available to the paying party;
3. The Agreement shall be in full force and effect until terminated by either party;
4. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by either party upon thirty (30) days written notice to the other party;
5. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties;

6. This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon execution and dating by each party. This Agreement shall be effective from the last date signed and marked on this Agreement by a participating party.

APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS:

BY:

 _____ DATE: _____
Claude King (or His Designee), CITY MANAGER

APPROVED AS TO FORM:

 _____
Ronald J. Neman, CITY ATTORNEY

APPROVED BY _____

BY:

_____ DATE: _____

ATTEST:
