

INTERLOCAL AGREEMENT

This Interlocal Agreement (“the Agreement”) is made and entered into by and between the **CITY OF EULESS, TEXAS**, a municipal corporation (“the EULESS”) and **CITY OF PLANO** (“PLANO”), 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, EULESS and PLANO are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and

WHEREAS, EULESS and PLANO 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 EULESS and PLANO through the anticipated savings to be realized and is of mutual concern to the parties; and

WHEREAS, EULESS and PLANO have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW THEREFORE, EULESS and PLANO, 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. EULESS and PLANO 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. EULESS and PLANO 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. EULESS and PLANO shall each make their respective payments from current revenues available to the paying party;
3. The head of EULESS and PLANO’s respective purchasing department is designated to act on all matters related to this Agreement;
4. The Agreement shall be in full force and effect for a period of 12 months and then continue to automatically renew for additional 12 month periods unless it is terminated by either party as provided below.
5. 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;
6. 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;

7. 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.

EXECUTED hereto on the day and year first above written.

BY:

CITY OF EULESS

CITY OF PLANO

City Manager

Deputy City Manager

ATTEST:

City Secretary

City Secretary

APPROVED AS TO FORM:

City Attorney's Office

City Attorney's Office

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2013, by _____ of the _____, **TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2013, by _____ of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas