

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

## **INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Irving, Texas ("Irving"), and the City of Denton, Texas ("Denton"), acting by and through their authorized officers.

### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### **ARTICLE I PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

## **ARTICLE II TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof. Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

## **ARTICLE IV PURCHASING**

The Irving City Manager or his or her designee is authorized to act on behalf of Irving in all matters relating to this cooperative purchasing program. The Denton City Manager or his or her designee is authorized to act on behalf of Denton in all matters relating to this cooperative purchasing program. Each party shall make payments directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible 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. The parties do not warrant and are not responsible for the quality or delivery of products or services from successful bidder. The participating parties shall receive all warranties provided by successful bidder for the products or services purchased. In the event that any 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.

## **ARTICLE V LIABILITY AND IMMUNITY PROVISIONS**

5.1 It is understood and agreed between parties that each party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement. Neither party shall be responsible for any negligent act or omission of the other party or its employees in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.

5.2 Notwithstanding the foregoing, each party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the

benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither the Denton or Irving shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by the law. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.

5.3 This Agreement is expressly made subject to the Denton and Irving's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Denton or Irving or to create any legal rights or claim on behalf of any third party. Neither Denton or Irving waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

## **ARTICLE VI MISCELLANEOUS**

6.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

6.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

6.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

6.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

6.5 **Assignability:** This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the prior written consent of the other party.

6.6 **No Third-Party Beneficiaries:** By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in or claims by third parties who are not signatories to this Agreement.

6.7 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

6.8 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.9 **Recitals:** The recitals to this Agreement are incorporated herein.

6.10 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties' action under authority of their respective governing bodies has caused this Agreement to be executed and effective as of the last date written below.

**CITY OF IRVING, TEXAS**

**CITY OF DENTON, TEXAS**

  
RICHARD H. STOPFER,  
Mayor

\_\_\_\_\_  
Todd Hileman, City Manager

Date: 6-6-19

Date: \_\_\_\_\_

ATTEST:

ATTEST:

  
SHANAE JENNINGS,  
City Secretary

\_\_\_\_\_  
ROSA RIOS,  
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
KURUVILLA OOMMEN,  
Irving City Attorney

\_\_\_\_\_  
AARON LEAL,  
Denton City Attorney

Approved 6-6-19  
Resolution # 2019-207