INTERLOCAL AGREEMENT

This agreement made and entered into this <u>/ 2</u> day of <u>Sebruary</u>, 2018, by and between the CITY OF SOUTHLAKE (hereinafter called "SOUTHLAKE") and the CITY OF COPPELL, TEXAS (hereinafter called "COPPELL") each acting by and through its duly authorized officials:

WHEREAS, SOUTHLAKE and COPPELL are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, SOUTHLAKE and COPPELL wish to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which SOUTHLAKE and COPPELL may purchase various goods and services commonly utilized by each entity;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of SOUTHLAKE and COPPELL through the anticipated savings to be realized and is of mutual concern to the contracting parties;

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

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; SOUTHLAKE and COPPELL agree as follows:

- 1. SOUTHLAKE and COPPELL may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may participate in and purchase goods and services from vendors under each others present and future purchasing arrangments, bids, proposals and contracts;
- 2. SOUTHLAKE and COPPELL 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 purchased items under such contracts. SOUTHLAKE and COPPELL 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 any party upon thirty (30) days written notice to the other participating entity(ies);
- 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 hereto;
- 6. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

EXECUTED hereto on the day and year first above written.		en.
. 1	CITY OF SOUTHLAKE	CITY OF COPPELL
52	Shana Yelverton City Manager	Mayor (Or Authorized Designee)
	ATTEST: <u>Carol Ann Borges</u> Carol Ann Borges, TMRC	
	City Secretary	City Secretary
	APPROVED AS TO FORM: City Attorney	Attorney
	STATE OF TEXAS §	
	COUNTY OF TARRANT §	
	This instrument was acknowledged before me on the by <u>Shane Yelverton</u> , <u>Crhymor</u> of the CITY OF municipal corporation, on behalf of such corporation.	SOUTHLAKE, TEXAS, a home-rule
	CAROL ANN BORGES Notary Public, State of Texas Comm. Expires 11-12-2021 Notary ID 128100482	Notary Public in and for the State of Texas
	STATE OF TEXAS §	
	COUNTY OF DALLAS §	
	This instrument was acknowledged before me on the by of the CITY OI municipal corporation, on behalf of such corporation.	day of, 2010, F COPPELL, TEXAS, a home-rule
		Notary Public in and for the State of Texas