

**INTERLOCAL AGREEMENT
BETWEEN THE NATIONAL JOINT POWERS ALLIANCE
AND THE CITY OF AUSTIN**

THIS INTERLOCAL AGREEMENT ("Agreement") is made between the National Joint Powers Alliance (NJPA), a political subdivision of the State of Minnesota, and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas ("the City"), through its duly authorized City Manager.

Recitals

WHEREAS, the City and NJPA are authorized to enter into this Agreement under the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq., and Texas Local Government Code Section 271.102; and

WHEREAS, NJPA is a Minnesota Service Cooperative which provides the opportunity for members to purchase equipment, goods and services through nationally leveraged, competitively bid contracts, resulting in volume discounts; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment; and

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment 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 or services; and

WHEREAS, The City and NJPA desire to enter into an agreement for the purpose of accessing available purchasing contracts for goods and services which can be most advantageously done on a cooperative basis;

The City and NJPA agree as follows:

1. Purpose

The purpose of this Agreement is to allow for the cooperative efforts to provide contract and vendor relationships to purchase supplies, materials, equipment, or services, as a result of the current and active competitive bidding process exercised by a legal qualifying bidding agency on behalf of governmental and other qualifying agencies.

2. Rights and Duties

2.1 The City will participate as a member of NJPA with contract purchasing benefits.

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- 2.2 The Parties, in contracting for the purchase of supplies, materials, equipment, and services, agree to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
- 2.3 The Parties will be responsible for its own acts to the extent authorized by law and shall not be responsible for the acts of the other Party.
- 2.4 The Parties will abide by all of the general rules, regulations, and policies of the participating agencies that they are receiving goods and services from.

3. Term, Termination

- 3.1 The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date"). This Agreement shall renew annually, and remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement
- 3.2 A Party may terminate this Agreement by providing thirty (30) days prior written notice. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor, although the terms of the existing contract may not be revised once the withdrawal has occurred.

4. General Provisions

- 4.1 Modification. This Agreement may not be altered, amended, or modified except in writing, with the same formalities as were followed in this Agreement.
- 4.2 Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this Agreement will take place in Travis County, Texas.
- 4.3 No partnerships. This Agreement shall not make or be deemed to make any party to this Agreement an agent for or the partner of any other party.
- 4.4 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.
- 4.5 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 opposite the signature of the Party.

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- 4.6 Incorporation of Recitals. The recitals that appear at the beginning of this Agreement are incorporated into this Agreement by reference.
- 4.7 Assignment. Any assignment of this Agreement by a Party requires the prior written consent of the other Party.

NATIONAL JOINT POWERS ALLIANCE:

By: _____

Authorized Signature

Title: CEO

Date: 3/9/15



CITY OF AUSTIN:

By: _____

Mark Ott
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

City of Austin
Law Department