

**INTERLOCAL COOPERATION AGREEMENT
FOR MAKE READY DECALING SERVICES
BETWEEN THE
CITY OF AUSTIN AND ENTITY**

This Interlocal Cooperation Agreement (“Agreement”) is between the City of Austin (“City”), a Texas home-rule and municipal corporation, and {insert Entity name} (“_____”), a _____ or political subdivision of the State of Texas acting by and through their respective signature authorities, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code, for the purpose of participating in a cooperative agreement for decaling services. The undersigned Local Governments may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City has identified certain local, regional, and state entities that need a reliable source for the decaling of vehicles and related equipment owned or utilized by the Entity;

WHEREAS, the Fleet Services Department is able and willing to provide the facilities, supplies, and labor necessary to provide decaling services to meet the Party’s needs;

WHEREAS, the Parties desire to enter into a cooperative agreement which will allow the City to provide decaling services; and

WHEREAS, the Parties, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies; and

Whereas, the Austin City Council authorized the negotiation and execution of this Interlocal Agreement on [date];

NOW THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1. The purpose of this Cooperative Agreement is for the City of Austin Fleet Services Department (“Fleet Services”) to furnish decals and provide installation and removal services for decals on vehicles and equipment owned by [Entity name] and presented to the City.

**ARTICLE II
SCOPE OF SERVICES**

2. The City, through the Fleet Services Department, shall provide all decals, materials, supplies and labor necessary to perform the decaling services for the Party’s vehicles and equipment.
 - a. The services shall be performed at Vehicle Support Services (“VSS”) operated by Fleet Services, currently located at 6400 Bolm Road, Austin, TX 78721.
 - b. Fleet Services will provide decaling services only as their workload allows. The Vehicle Support Services Operations Manager or designee will make the determination on a job basis if decaling service will be provided.

- c. [Entity name] shall deliver vehicles and equipment to be decaled under this Agreement to VSS. [Entity name] shall pick up the vehicles and equipment in which services were performed within one (1) day of notification that services are complete. City is not responsible for transporting vehicles and/or equipment to or from [Entity name's] location.
- d. Fleet Services shall perform decaling services during normal working hours for VSS, which are from 7:00 A.M. until 4:00 P.M. on Monday through Friday, except for City-recognized legal holidays.

ARTICLE III COMPENSATION

- 3. Fleet Services shall be reimbursed for any direct cost for supplies and labor in performing decaling service for vehicles and equipment.
 - a. **[Entity name] shall pay the City's rate of Three Hundred and Eighty Dollars (\$380.00)per unit for decaling services.**
 - b. **The City may increase the rates and shall provide [Entity name] a thirty calendar (30) day written notice should rates increase.**
 - c. **In the event that the City notifies [Entity name] of a change in the rate that is not acceptable to [Entity name], [Entity name] has the right to terminate the Agreement as stated herein. [Entity name] shall pay the City for all decaling services provided up to the point of termination at the rate in effect at the time of termination.**
 - d. **The City will bill [Entity name] on a per job basis for all units decaled. [Entity name] shall pay the City at the address shown on its invoice the amount due within thirty calendar (30) days after receipt of the invoice.**

ARTICLE IV TERM

- 4. The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date") and shall renew automatically annually. This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE V TERMINATION

- 5. Either Party may terminate this Agreement in whole or in part if the other Party fails to comply with any term or condition of the Agreement. The terminating Party shall notify the other Party of the decision to terminate this Agreement at least thirty (30) calendar days before the effective date of termination. The other Party may avoid termination by correcting the reasons for termination prior to the effective date of termination stated in the notice to the satisfaction of the terminating Party.

- a. In the event that the City notifies [Entity name] of a change in rates that is not acceptable to [Entity Name], [Entity Name] shall notify City and provide at least thirty (30) calendar days' notice of the effective date of termination.
- b. Either Party may terminate this Agreement in whole or in part if the other Party fails to comply with any term or condition of the Agreement. The terminating Party shall notify the other Party of the decision to terminate this Agreement at least thirty (30) calendar days before the effective date of termination, and in the case of a partial termination, the portion of the Agreement to be terminated. The other Party may avoid termination by correcting the reasons for termination prior to the effective date of termination stated in the notice to the satisfaction of the terminating Party.
- c. If either Party terminates this Agreement, the City has the right to receive payment for all decaling services provided before the effective date of termination.

ARTICLE VI CURRENT REVENUE

6. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Party.

ARTICLE VII FISCAL FUNDING

7. The financial obligations of the Parties, if any, under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VIII INDEMNIFICATION

8. [Entity name] agrees to indemnify and hold harmless the City from any and all claims, judgments, causes of action, or any other type of injury whatsoever, which may arise from [Entity name's] actions or omissions, or those of [Entity name's] agents, servants, employees, contractors, or subcontractors in connection with [Entity name's] use of the City's premises.

ARTICLE IX MISCELLANEOUS

9. [Entity name] agrees to the following provision
 - a. **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.

- b. **Amendment**: This Agreement may be amended by the mutual written agreement of the Parties.
- c. **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.
- d. **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. Venue for any action concerning this Agreement shall lie in Travis County, Texas.
- e. **Entire Agreement**: This Agreement represents the entire agreement between 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.
- f. **Recitals**: The recitals to this Agreement are incorporated herein.
- g. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
- h. **No Assignment**: The Parties may not assign or transfer their rights under this Agreement.
- i. **Compliance with Law**: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.
- j. **Certifications**: The signers of this Agreement certify that they possess the right, power, legal capacity and full legal authority to execute this Agreement on behalf of their respective Parties and to bind their respective Parties to the terms and conditions set forth herein.
- k. **No Waiver of Rights**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

This Interlocal Agreement is executed to be effective the date of the last party to sign.

[ENTITY NAME]

By: _____
Name: _____
Title: _____
Address: _____

Date: _____

FOR [ENTITY NAME], APPROVED AS TO LEGAL FORM:

By: _____
Name: _____
Title: _____

Date: _____

CITY OF AUSTIN, TEXAS

By: _____
Name: _____
Title: _____
Address: _____

Date: _____

FOR CITY, APPROVED AS TO LEGAL FORM:

By: _____
Name: _____
Title: Assistant City Attorney

Date: _____