

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is executed by and between the governmental entities identified below (“Parties”) in accordance with the Interlocal Cooperation Act, Texas Government Code § 791.001 et seq., Local Government Code, Chapter 271, Subchapter F, and Texas Education Code § 8.002.

The term of this Agreement shall begin on January 1, 2026, or on the date of Participating Agency adoption, whichever is later, and shall continue for one year, subject to the terms, rights, and duties stated herein. This Agreement shall automatically renew annually unless either Party provides written notice at least thirty (30) days before the end of the then-current term. Either Party may also terminate this Agreement at any time by providing at least thirty (30) days’ prior written notice to the other Party.

Upon termination, all obligations due to the vendor or the Cooperative shall remain in effect. Any purchase orders, license agreements, service agreements, or similar obligations shall survive termination, as shall the related obligations of the Parties.

The purpose of the purchasing cooperative is to assist eligible governmental and educational entities in securing quality services and products at the best value and in the best interest of taxpayers through a joint and/or cooperative competitive procurement process. The purchasing cooperative establishes a formal process that provides all prospective vendors an opportunity to offer competitive prices and the best value for necessary goods and services to Participating Agencies.

Definitions

Defined Term	Definition
Cooperative	The CoreTrust national public-sector procurement cooperative.
Lead Agency	The local government, whether within the State of Texas or in another state, which issued the solicitation and executed the supplier contract.
Participating Agency	An entity in Texas leveraging the ability to use national cooperatives under any or all statutory authorities authorized in the Interlocal Cooperation Act, Texas Government Code § 791.001 et seq., Local Government Code, Chapter 271, Subchapter F, and Texas Education Code § 8.002.

Lead Agency Certifications

All contracts executed by the Lead Agency are in accordance with the Lead Agency’s applicable statutory requirements for a best-value solicitation. In addition, the Cooperative has supplemented this process through nationwide advertisement, additional supplier recruitment, and additional compliance verifications, as necessary. These advertising and compliance processes, along with final terms and conditions and pricing, are available for review through the Cooperative’s website.

The Lead Agency certifies that the solicitation authorized participating entities to participate in the contract, leverage the pricing, terms and conditions, and modify the contract using the mechanisms of Section A to reflect local requirements.

Participating Agency Obligations

The Participating Agency agrees to use the contract in the manner for which it was designed and only for the goods and services contracted by the Lead Agency.

The Participating Agency is responsible for reviewing its local requirements and confirming that all such requirements are satisfied by the original contract or by using the mechanisms of Section A of the contract to

include any local requirements, including, at a minimum, the designation of a person to act under the direction of, and on behalf of, the local government in all matters relating to the program.

The Lead Agency and the Cooperative can make certifications only with respect to the original solicitation. The Participating Agency is responsible for validating the propriety of the process, purpose, and use.

The Participating Agency shall place orders and make payments directly to the contracted and approved supplier and is responsible for such supplier’s compliance with any provisions relating to the quality of items, terms of delivery, and any other terms and conditions between the supplier and the Participating Agency.

All payments, fees, and disbursements required as a result of participation in the purchasing cooperative are set forth on the purchasing cooperative’s website and shall be made from current revenues available to the paying Party. The Parties agree that such payments, fees, and disbursements fairly compensate the performing Party for the services or functions performed under this Agreement.

Each Party represents that this Agreement has been approved by its governing board at a duly constituted and posted public meeting, or that it has followed its statutory process for approval. Additionally, each party represents that the persons named below have been duly authorized to execute these certifications and agreements on behalf of the entity shown.

Signatures

AGREED:

The Town of Delight, AR
Participating Entity

Signed by:

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Authorized Signature

Mayor
Title

10/26/2026
Date

AGREED:

Participating Entity

Authorized Signature

Title

Date

Created: January 2026 Reviewed: July 2026 Revised: July 2026

Instructions for Participating Entity:

- Complete and save a copy in your files.
- It is NOT necessary to return a copy to CoreTrust or the Lead Agency.