

**INTERLOCAL AGREEMENT  
FOR  
COOPERATIVE PURCHASING  
FOR  
ACTUARIAL SHARED SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, Texas 76011, and City of Pflugerville, a local government, created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at 100 E. Main St. Pflugerville, Texas 76660.

**W I T N E S S E T H**

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the development of a standard approach for acquiring actuarial services; and

**WHEREAS**, in reliance on such authority, NCTCOG has a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, NCTCOG extended the original agreement with Gabriel, Roeder, Smith and Company to provide such services to until September 30, 2017; and

**WHEREAS**, the Participant has represented that it is an eligible entity under the Act that by Administrative Action has authorized this Agreement on \_\_\_\_\_, and that it desires to contract with NCTCOG on the terms set forth below;

**NOW, THEREFORE**, NCTCOG and the PARTICIPANT do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act because it's a local government, as defined in the Act, and (2) it possesses adequate legal authority to enter into this Agreement.

**ARTICLE 2: APPLICABLE LAWS**

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

**ARTICLE 3: WHOLE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: BILLINGS**

Billings will be generated for the Actuarial Shared Services through Gabriel Roeder Smith & Company based upon Administrative Fee of \$125 per valuation cycle (effective October 1, 2012). Each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party.

**ARTICLE 5: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

NCTCOG reserves the right to make changes in the scope of services offered through the Cooperative Purchasing Program to be performed hereunder.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

*\*Denotes required fields*

*NOTE: Facsimile copies of this document shall not be acceptable as ORIGINALS.*

Interstate v1 rev. 10/05

**City of Pflugerville**

Name of Participant (*local government, agency, or non-profit corporation*)

**P.O. Box 589**

Mailing Address

**Pflugerville TX 78691**

City State ZIP Code

**\*By:**

Signature of Authorized Official

**Brandon Wade**

Typed Name of Authorized Official

**City Manager**

Typed Title of Authorized Official Date

***North Central Texas Council of Governments***

616 Six Flags Drive, Arlington, Texas 76011

**\*By:**

Signature of Authorized Official

**\*Monte Mercer**

Typed Name of Authorized Official

**\*Deputy Executive Director**

Typed Title of Authorized Official Date