

DENTON COUNTY COMMISSIONERS COURT

12/20/2022

Month Day Year
 12 20 22
 Court Order Number

**14. F.
THE ORDER:**

Approval of Interlocal Cooperation Agreement between Denton County, Texas, and the City of North Richland Hills, Texas, for the purpose of allowing the purchase of goods and services from vendors selected through the competitive bidding process, as authorized by Section 791.025 Tx. Govt. Code, and any appropriate action.

Motion by Mitchell

Seconded by Edmondson

County Judge
Andy Eads

Yes
 Abstain
 No
 Absent

Commissioner Pct No 1
Ryan Williams

Yes
 Abstain
 No
 Absent

Commissioner Pct No 2
Ron Marchant

Yes
 Abstain
 No
 Absent

Commissioner Pct No 3
Bobbie J. Mitchell

Yes
 Abstain
 No
 Absent

Commissioner Pct No 4
Dianne Edmondson

Yes
 Abstain
 No
 Absent

Motion Carried 5-0-0

Other Action: Pulled from Consent No Action Postponed

BY ORDER OF THE COMMISSIONERS COURT:

ATTEST:

Andy Eads
 Presiding Officer

Juli Luke, County Clerk
 and Ex-Officio Clerk of the
 Commissioners Court of
 Denton County, Texas

APPROVED AS TO FORM:
[Signature]
 Assistant District Attorney



BY: [Signature]
 Deputy County Clerk

INTERLOCAL AGREEMENT
BETWEEN
CITY OF NORTH RICHLAND HILLS AND DENTON COUNTY

This Agreement made and entered into by and between the City of North Richland Hills, hereinafter referred to as "NRH", and Denton County, hereinafter referred to as Denton County.

Pursuant to the authority granted by the Texas Interlocal Cooperation Act {Chapter 791 Texas Government Code} providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

NRH and Denton County desire to enter into an Agreement for the purchase of goods and services from vendors selected through the competitive bidding process as authorized by Section 791.025 Tx. Govt. Code. Specifications for said items should be determined in cooperation with the final approval of the entity processing the bid.

The responsibility of each entity shall be as follows:

I.

NORTH RICHLAND HILLS

1. NRH shall be allowed to purchase goods and services from vendors who have been selected by Denton County through the competitive bidding process. NRH will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.
2. All purchases will be within the specifications that have been agreed to. NRH shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. NRH shall give a 30-day written notification to all participating agencies of any change or cancellation of participation.
4. The Purchasing Agent, shall be designated as the official representative to act for NRH all matters relating to this cooperative purchasing agreement.

II.

DENTON COUNTY

1. Denton County shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. Denton County will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.

2. All purchases will be within the specifications that have been agreed to. Denton County shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. Denton County shall give a 30-day written notification to a participating agency of any change or cancellation of participation.
4. The Director of Purchasing shall be designated as the official representative to act for Denton County in all matters relating to this cooperative purchasing agreement.

III
MISCELLANEOUS

1. This is the entire agreement of the parties and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either North Richland Hills or Denton County has the authority to alter, amend, or modify the terms of this Agreement.
2. Any clause, sentence, paragraph, or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.
3. Any act of forbearance by either party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.
4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
5. This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF NORTH RICHLAND HILLS

DENTON COUNTY, TX

BY: _____
Mark Hindman, City Manager

BY: Andy Eads
Andy Eads, County Judge

DATE: _____

DATE: 12.20.11

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Maleshia B. McGinnis,
City Attorney