



105127

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF NORTH RICHLAND HILLS AND THE COUNTY OF TARRANT, TEXAS

This agreement is made this 17th day of March, 2009 between the City of North Richland Hills and the County of Tarrant, Texas.

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:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

Tarrant County, hereby makes, constitutes and appoints the City of North Richland Hills its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). The City of North Richland Hills will maintain a listing of Annual Contracts which are available for local entities use. The City of North Richland Hills will forward a copy of requested Annual Contract for the requesting entity use. Tarrant County agrees that the City of North Richland Hills shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by the City of North Richland Hills according to its usual bidding procedures and in accordance with applicable State statutes.



II.

Tarrant County agrees that all specifications for selected items shall be determined by the City of North Richland Hills.

III.

Tarrant County agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill Tarrant County directly for all items purchased, and Tarrant County shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Jack Beacham, Purchasing Agent is hereby designated as the official representative to act for the Tarrant County in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement upon written thirty (30) days notice prior to cancellation

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

THE CITY OF NORTH RICHLAND HILLS

BY: [Signature]
TITLE: CITY MANAGER
DATE: 4-16-09

TARRANT COUNTY

BY: [Signature]
TITLE: County Judge
DATE: 3-17-2009

Approved as to form and legality:

[Signature]
George Staples, City Attorney

NRH Council Action **Y/N**

Date Approved 4-13-09

Agenda No. PU 2009-13

Ord / Res No.