

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HURST AND THE CITY OF NORTH RICHLAND HILLS**

This agreement is made this 8 day of January, ²⁰⁰¹~~2000~~, between the City of Hurst and the City of North Richland Hills, 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 contain herein agree as follows:

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 performed under this contract.

I

The City of North Richland Hills, hereby makes, constitutes and appoints the City of Hurst its true and lawful purchasing agent for the purchase of various commodities or services provided by contracts or purchase agreements, hereinafter referred to as contract, awarded by the City of Hurst. Conversely, The City of Hurst, hereby makes, constitutes and appoints the City of North Richland Hills its true and lawful purchasing agent for the purchase of various commodities or services provided by contracts awarded by the City of North Richland Hills.

To utilize one or more of existing contracts, the non-contract awarding City must request authorization, in writing, from the contract awarding City. Upon receipt of request, the contract awarding City will seek approval from the contracted provider. The non-awarding City agrees that the awarding City shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by the awarding City according to its usual bidding procedures.

II.

Each party to this agreement agrees that all specifications for selected items or services shall be as determined by the contract awarding City.

III.

Each party agrees to pay the supplier for its respective goods and services purchased pursuant to this agreement. The successful bidder or bidders shall bill directly the City placing the order for all goods and services purchased, and that City shall be responsible for the supplier or contractor's compliance with all conditions of delivery and quality of the procurement.

IV.

Donna Enos, or her successor, is hereby designated as the official representative to act for the City of North Richland Hills in all matters relating to this agreement. Stephen Cole, or his successor, is hereby designated as the official representative to act for the City of Hurst in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

Either party may terminate the Agreement by giving the other party at least thirty (30) days written notice of termination, provided all work accomplished or goods or services provided shall be paid for in accordance with the contract up to the date the termination becomes effective.

VII.

Either party agrees to be responsible for any and all liability or damages to itself or any other party, individual or entity arising from the sole negligence of said party. The two (2) parties agree that damages or liability occurring during the performance of this Agreement caused by the joint or comparative negligence of both parties, their agents, servants and employees, shall be determined in accordance with the comparative responsibility requirements of the State of Texas.

VIII.

If it is a larger public works project, there will be statutory bid, performance, payment and materialmen bonds.

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

CITY OF NORTH RICHLAND HILLS

CITY OF HURST

By Larry J. Currier, Jr.

By W. All-Wheeler

Title CITY MANAGER

Title CITY MANAGER

Date 1/12/2001

Date 1/18/01

COPY

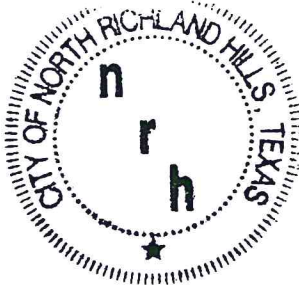
RESOLUTION NO. 2001-006

BE IT RESOLVED BY THE CITY COUNCIL OF NORTH RICHLAND HILLS, TEXAS, that:

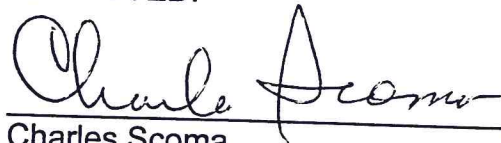
1.

The City Manager is hereby authorized to execute the interlocal agreement with the City of Hurst authorizing each City to purchase goods and services from vendors selected through the competitive bidding process.

PASSED AND APPROVED this 8th day of January 2001.



APPROVED:




Charles Scoma
Mayor

ATTEST:




Patricia Hutson, City Secretary

APPROVED AS TO FORM AND LEGALITY:



Rex McEntire, Attorney for the City

APPROVED AS TO CONTENT:



Larry Koonce, Director of Finance