



COOPERATIVE PURCHASING AGREEMENT
BETWEEN
CITY OF NORTH RICHLAND HILLS AND CITY OF MIDLOTHIAN

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

Pursuant to the authority granted by Chapter 271 of the Texas Local 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 COM desire to enter into an Agreement for the purchase of goods and services from vendors selected through the competitive bidding process. 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 COM 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 and under the terms and conditions that have been agreed to by the parties. 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 in all matters relating to this cooperative purchasing agreement.

II.

1. COM shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. COM 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 and under the terms and conditions that have been agreed to by the parties. COM shall be responsible for the Vendors



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compliance with all conditions of delivery, price and quality of the purchased goods or services.

3. COM shall give a 30-day written notification to a participating agency of any change or cancellation of participation.
4. Purchasing Manager shall be designated as the official representative to act for COM in all matters relating to this cooperative purchasing agreement.

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

CITY OF MIDLOTHIAN

BY: Mark Henderson
City Manager

BY: [Signature]
TITLE City Manager

DATE: January 10, 2020

DATE: 11-18-19

ATTEST:

Wesley DeLoach
City Secretary

ATTEST:

Sammy Varner
TITLE: City Secretary

APPROVED AS TO FORM:

[Signature]
Attorney for the City

APPROVED AS TO FORM:

[Signature]
Attorney for the City of Midlothian

NRH Council Action Y N

Date Approved 12-9-19

Agenda No. B.4

Ord / Res No.

