

RESOLUTION NO. 21-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HELOTES, TEXAS AND THE CITY OF NORTH RICHLAND HILLS, TEXAS, FOR PARTICIPATION IN A COOPERATIVE PURCHASING PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH CITY OF NORTH RICHLAND HILLS FOR SUCH PURPOSE; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, the City of North Richland Hills is authorized to provide purchasing services for local governments pursuant to Interlocal Cooperation Act, i.e., Chapter 791, Texas Local Government Code; and

WHEREAS, the City Council of the City of Helotes is a municipality defined as an entity qualified to participate in the Cooperative Purchasing Program of the City of North Richland Hills pursuant to Section 271.102 of the Local Government Code; and

WHEREAS, the Mayor of the City of Helotes is authorized to execute any and all documentation pertaining to this Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS THAT:

Section One. Approval. The Interlocal Agreement between the City of Helotes and City of North Richland Hills to facilitate the procurement of goods and services is hereby approved and attached hereto as Exhibit A.

Section Two. Authorization. The Mayor is authorized to execute said Agreement and the City Administrator is authorized to take all necessary steps to implement the provisions of this Resolution.

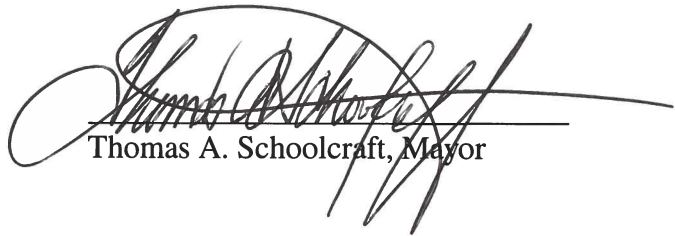
Section Three. Recitals. The City Council finds all of the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

Section Four. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Resolution. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

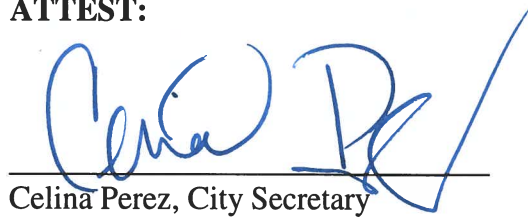
Section Five. Effective Date. This Resolution shall take effect on the date that both parties sign the Agreement.

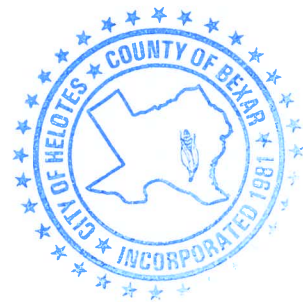
PASSED AND APPROVED this 14th day of January, 2021.

CITY OF HELOTES, TEXAS:


Thomas A. Schoolcraft, Mayor

ATTEST:


Celina Perez, City Secretary



**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF NORTH RICHLAND HILLS, TEXAS,
AND
THE CITY OF HELOTES, TEXAS**

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

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 HELOTES 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 HELOTES 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. HELOTES

1. HELOTES shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. HELOTES 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. HELOTES shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. HELOTES shall give a 30-day written notification to a participating agency of any change or cancellation of participation.
4. The Helotes City Administrator, shall be designated as the official representative to act for HELOTES 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 Helotes 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, TEXAS:

BY: _____
City Manager

DATE: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

Attorney for the City

CITY OF HELOTES, TEXAS:

BY: _____
Mayor

DATE: 01/14/2021

ATTEST:

City Secretary

APPROVED AS TO FORM:

Attorney for the City

