

STATE OF TEXAS

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL PURCHASING AGREEMENT BETWEEN THE CITY OF SEGUIN AND THE CITY OF NORTH RICHLAND HILLS; AND AUTHORIZING THE PURCHASE SLURRY SEAL THROUGH THE AGREEMENT IN THE AMOUNT OF \$59,960.00**

**WHEREAS**, the City of North Richland Hills, as authorized by Section 791.025 of the Texas Government Code, is able to offer an interlocal agreement that will allow the North Richland Hills and the City of Seguin to cooperatively purchase goods for the benefit of both cities; and

**WHEREAS**, North Richland Hills has bid out a contract for the purchase of slurry seal that is available for use by other governmental agencies, such as the City of Seguin; and

**WHEREAS**, participation in cooperative purchasing can result in substantial savings to the City; and

**WHEREAS**, the attached Interlocal Purchasing Agreement allowed under Sections 272.101 and 271.102 of the Texas Local Government Coded allow the City to join with North Richland Hills and enjoy the benefits of the same contractual terms and conditions offered to the other members; and

**WHEREAS**, through the North Richland Hills contract, Intermountain Slurry Seal, Inc. has offered to provide slurry seal for the Sagewood Parkway Subdivision Improvement Project.

**NOW THEREFORE BE IT RESOLVED by the City Council of the City of Seguin:**

**PART ONE.** The City Council hereby approves the attached Interlocal Agreement with North Richland Hills for purchases through selected vendors.

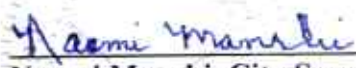
**PART TWO.** The City Manager is authorized to execute the Interlocal Agreement and any other documents necessary to implement the City's participation therein.

**PART THREE.** The purchase, through the Interlocal Agreement of slurry seal from Intermountain Slurry Seal, Inc. in the amount of \$59,960.00 is hereby approved.

**PASSED AND APPROVED on the 19<sup>th</sup> day of January 2021.**

  
DONNA DODGEN, MAYOR

ATTEST:

  
Naomi Manski, City Secretary

INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF NORTH RICHLAND HILLS AND THE CITY OF SEGUIN

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

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 Seguin 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 Seguin 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.

SEGUIN

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

### III MISCELLANNEOUS

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 Seguin 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

SEGUIN

BY: \_\_\_\_\_  
City Manager

BY:  \_\_\_\_\_

TITLE: City Manager

DATE: \_\_\_\_\_

DATE: 1-20-2021

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the City

ATTEST:

Naomi Mansueti  
City Secretary

APPROVED AS TO FORM:

[Signature]  
Attorney for the City