

TOWN OF WESTLAKE

RESOLUTION NO. 16-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS FOR COOPERATIVE PURCHASING.

WHEREAS, the City of North Richland Hills and Westlake are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and,

WHEREAS, the City of North Richland Hills and Westlake wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which City of North Richland Hills and Westlake may purchase various goods and services commonly utilized by each party; and,

WHEREAS, the Town Council finds that the passage of this Resolution is in the best interest of the citizens of Westlake.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WESTLAKE, TEXAS:

SECTION 1: That, all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety


SECTION 2: That the Town of Westlake Town Council does hereby authorize the Town Manager to enter into the interlocal agreement, attached as *Exhibit "A"*.

SECTION 3: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS 22ND DAY OF FEBRUARY 2016.

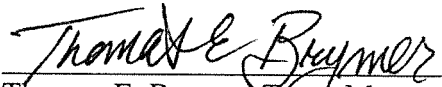
ATTEST:



Laura L. Wheat, Mayor

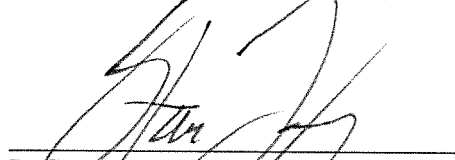


Kelly Edwards, Town Secretary



Thomas E. Brymer, Town Manager

APPROVED AS TO FORM:



L. Stanton Lowry, Town Attorney



INTERLOCAL AGREEMENT
BETWEEN
CITY OF NORTH RICHLAND HILLS AND TOWN OF WESTLAKE

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

Pursuant to the authority granted by the Texas Interlocal Cooperation Act {Article 4413 (32c) Vernon's Annotated Texas Statutes} 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 Westlake 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 Westlake 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.

Town of Westlake, TX

1. Westlake shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. Westlake 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. Westlake shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. Westlake 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 Westlake 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

TOWN OF WESTLAKE

BY: Mark Hindman
City Manager

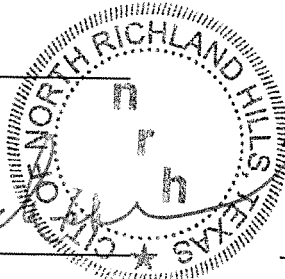
BY: Thomas E. Byrnes
Town Manager

DATE: 3/30/10

DATE: 02/25/2016

ATTEST:

[Signature]
City Secretary



ATTEST:

[Signature]
Town Secretary

APPROVED AS TO FORM:

[Signature]
Attorney for the City

APPROVED AS TO FORM:

[Signature]
Town Attorney

NRH Council Action ☒ Y/N

Date Approved 3-28-10

Agenda No. B.3

Ord / Res No. _____

