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RESOLUTION NO. 2316

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELLER, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF NORTH RICHLAND HILLS FOR COOPERATIVE PURCHASING OF VARIOUS GOODS, MATERIALS, EQUIPMENT, AND SUPPLIES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KELLER, TEXAS.

WHEREAS, the cities of Keller and North Richland Hills, Texas (herein collectively referred to as the "parties" or either "party") are political subdivisions of the State of Texas, authorized to contract with each other relative to governmental functions and services, pursuant to the authority granted by Article 791 et seq. of the Interlocal Cooperation Act, Texas Government Code; and

WHEREAS, the parties believe that cooperating in the purchasing of various goods, materials, equipment, and supplies which both parties use in carrying out their governmental functions and services will enable the parties to obtain these goods, materials, equipment, and supplies in better terms and/or prices than by making such purchases individually; and

WHEREAS both parties agree that participation in a cooperative purchasing program will be highly beneficial to the taxpayers with potential savings to be realized; and

WHEREAS both parties desire to increase efficiency and effectiveness of such purchasing by acting jointly in competitively procuring selected goods, materials, equipment, and supplies, attached hereto as Exhibit "A".

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

Section 1: THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

1 Section 2: THAT, said parties agree to cooperate in the
2 purchasing of various goods, materials,
3 equipment, and supplies which both parties
4 use in carrying out their governmental
functions and services.

5 Section 3: THAT, award of bids or contracts by either
6 party satisfies the notice and bidding
7 requirements of the Texas Local Government
Code, Section 252 et seq. for both parties.

8 Section 4: THAT, the City Council of the City of Keller
9 hereby approves an Interlocal Agreement with
10 the City of North Richland Hills for
11 cooperative purchasing of various goods,
12 materials, equipment, and supplies, in
13 accordance with the terms and conditions set
forth therein, attached hereto as Exhibit
"A"; and further authorizes the City Manager
to execute said Interlocal Agreement on
behalf of the City of Keller, Texas.

14 AND IT IS SO RESOLVED.

15 Passed by a vote of 5 to 0 on this the 19th day of July,
16 2005.

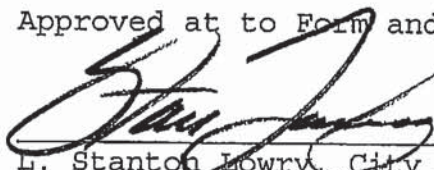
17 CITY OF KELLER, TEXAS

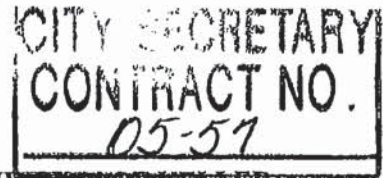
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20 By: 
21 Julie A. Tandy, Mayor

22 ATTEST:

23 
24 Sheila Stephens, City Secretary

25 Approved as to Form and Legality:

26 
27 L. Stanton Lowry, City Attorney
28



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

This agreement is made this 19th day of July, 2005, between the City of North Richland Hills, Texas and the City of Keller, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791 Texas Government Code, providing for the cooperation between local government bodies, the parties hereto, in consideration of the premises and mutual promises contained 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 Keller, 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 or purchase agreements, hereinafter referred to as contract, awarded by the City of North Richland Hills. Conversely, The City of North Richland Hills, hereby makes, constitutes and appoints the City of Keller its true and lawful purchasing agent for the purchase of various commodities or services provided by contracts awarded by the City of Keller.

To utilize one or more of existing contracts, the non-contract awarding City must request authorization 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 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.

Lyle H. Dresher, or his successor, is hereby designated as the official representative to act for the City of Keller in all matters relating to this agreement. Donna Hurst 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.

This agreement shall take effect upon execution by both signatories.

Either party may terminate the Agreement by giving the other party as 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 notification becomes effective.

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.

By entering into this agreement, neither party is waiving any immunity or other protection that exists through statutory or other law.

If it is a larger public works project, there will be statutory bid, performance, payment, and material men 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 KELLER

By [Signature]

Title City Manager

Date 7/19/05

CITY OF NORTH RICHLAND HILLS

By Larry J. Cunningham

Title City Manager

Date 8/24/05

Approved as to form and legality:


George Staples, City Attorney



MEMORANDUM

To: Lyle H. Dresher, City Manager
From: Johnny Philfer, Director of Finance *JRP*
Date: July 14, 2005
Subject: Interlocal Agreement with the City of North Richland Hills

Background:

Section 791 of the Texas Government Code permits governmental entities to enter into interlocal agreements in order to "increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest extent, with one another and with agencies of the state."

The City currently participates in several interlocal and intergovernmental cooperative purchasing agreements; however, we do not currently have an agreement with the City of North Richland Hills. Participation in these agreements is used primarily to increase "buying power" for the City of Keller. Participation allows Keller to obtain more favorable product pricing and discounts over those discounts the City would be able to obtain if the City were to bid these items separately. In addition to the increased buying power, participation also complies with the State of Texas purchasing laws.

There is no cost or membership fee to participate in this agreement with the City of North Richland Hills; however, the execution of the City Council resolution approving the Interlocal Agreement is required. Since there is no financial obligation involved in approving this routine contract, it is requested that the item be placed on the consent agenda.

Recommendation:

It is recommended that the City Council approve the interlocal agreement with the City of North Richland Hills. If you have any questions or would prefer to discuss further, please do not hesitate to call.

JLP

Attachments:

CITY COUNCIL AGENDA ITEM

MEETING DATE July 19, 2005

INITIATING DEPT. Administration

REPRESENTATIVE Lyle H. Dresher, City Manager

Item Number

Work Session

Consent

4

Old Business

New Business

Executive Session

Other

ITEM DESCRIPTION (exact wording to appear on agenda):

Consider a resolution authorizing the City Manager to execute an interlocal agreement with the City of North Richland Hills for cooperative purchasing of various goods, materials, equipment, and supplies.

[Faint handwritten signature]

STAFF RECOMMENDATION:

Staff recommends approval. Please refer to the attachments.

BOARD/COMMITTEE RECOMMENDATION:

FISCAL IMPACT:

Fund _____

Original Estimate/Budget _____

Current Estimate _____

Amount under or (over) _____

PURCHASING IMPACT:

☐ Awarded to Low Bidder

☐ Awarded to Sole Source or Non-Low Bidder (analysis attached)

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