

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF COLLIN AND COUNTY OF WALKER**

This agreement is made this 27th day of April, 2009 between the County of Collin, Texas and the County of Walker, Texas.

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:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

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 County of Walker, Texas, hereby makes, constitutes and appoints Collin County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). The County of Collin will maintain a listing of Annual Contracts which are available for Walker County's use. To utilize one or more of these contracts, Walker County shall advise Collin County of their intention to utilize a particular bid. Collin County will then advise the vendor(s). Walker County shall be responsible for monitoring bid expiration dates and for contacting Collin County for award information. When requested by Collin County, a list of bids being utilized and dollar amount of annual expenditures for those categories will be provided. The County of Walker, Texas agrees that Collin County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Collin County Purchasing Agent according to its usual bidding procedures and in accordance with applicable State statutes.

II.

The County of Walker, Texas, agrees that all specifications for selected items shall be as determined by Collin County Purchasing Agent.

III.

The County of Walker, Texas, agrees to pay the supplier for all goods, equipment, products and services pursuant to this agreement. The successful bidder or bidders shall bill the County of Walker, Texas directly for all items purchased, and the County of Walker, Texas shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Linda McKenzie, Purchasing Agent, is hereby designated as the official representative to act for Walker County, Texas in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

COLLIN COUNTY
BY
TITLE County Judge
DATE _____

WALKER COUNTY
BY
TITLE County Judge
DATE April 13, 2009