STATE OF TEXAS '

COUNTY OF DALLAS '

MASTER INTERLOCAL/COOPERATIVE PURCHASING AGREEMENT BETWEEN DALLAS COUNTY AND GOVERNMENTAL AGENCY FOR AGENCY'S USE OF DALLAS COUNTY CONTRACTS

WHEREAS, DALLAS COUNTY does enter into competitive bids for acquisition of various goods and services in accordance with Texas Local Government Code Section 262.023 "Competitive Bidding and Competitive Proposal Requirements", as amended; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, authorizes interlocal agreements between local government agencies to perform governmental functions and services such as streets, roads and drainage; and Section 791.025 of the Texas Government Code does permit interlocal agreements between local governments for the purchase of goods and services and does satisfy the requirement of local governments to seek competitive bids for the purchase of such goods and services through Supplier Contracts; and

WHEREAS, COLLIN COUNTY now requests that DALLAS COUNTY allow them to enter into this Master Agreement to permit COLLIN COUNTY to utilize and/or be incorporated into one or more DALLAS COUNTY Supplier Contracts as previously solicited by DALLAS COUNTY and awarded to Vendors in accordance with State purchasing laws and the Dallas County Code, Chapter 94 "Purchasing and Contract Management Policy".

NOW, THEREFORE, THIS MASTER AGREEMENT is hereby made and entered into by and between DALLAS COUNTY and COLLIN COUNTY upon and for the mutual consideration as stated below:

A. DEFINITIONS.

1. Master Agreement. This document titled the Master Interlocal/Cooperative Purchasing Agreement between DALLAS COUNTY and COLLIN COUNTY. A separate Master Agreement shall be executed between each and every AGENCY that wishes to utilize DALLAS COUNTY Supplier Agreements.

2. Supplier Agreement. An existing agreement between DALLAS COUNTY and a Vendor for the purchase of goods and services.

3. Vendor. An external business, entity or enterprise that supplies goods and/or services to DALLAS COUNTY that satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services.
4. COLLIN COUNTY. A governmental entity in the State of Texas that desires to do business with DALLAS COUNTY and their Vendor(s).

5. DALLAS COUNTY. A governmental entity in the State of Texas.

B. BOUND BY CONDITIONS. COLLIN COUNTY understands and agrees to be bound by the terms, conditions and expiration date of the requested Supplier Agreement, and hereby agrees to fulfill each and every requirement contained therein as if COLLIN COUNTY was the original procuring entity. DALLAS COUNTY reserves the right to terminate the specified Supplier Agreement prior to its expiration without further obligation or penalty pursuant to State law and DALLAS COUNTY policy.

C. INDEPENDENT ADMINISTRATION. For all goods and services purchased by COLLIN COUNTY, COLLIN COUNTY agrees, at its sole cost and expense, to independently administer the requested Supplier Agreement and to pay the Vendor directly for any and all related costs. COLLIN COUNTY agrees to pay for such goods and services from current revenues, in accordance with the terms and conditions of the Supplier Agreement and DALLAS COUNTY bid specifications. Each AGENCY shall be liable to the Vendor only for goods and services requested and received, and shall not, by the execution of this Master Agreement, assume any additional liability.

D. TERM. The term of this Master Agreement shall commence on the date of execution by the last party to sign. The agreement shall remain in effect until written formal termination is made by either party. Either party may, without cause, terminate this Master Agreement with prior written notice of thirty (30) days to all parties, including to the Vendor of any Supplier Agreements being utilized.

E. DISPUTE RESOLUTION. In the event of a dispute or claim between DALLAS COUNTY'S Vendor and COLLIN COUNTY resulting from COLLIN COUNTY' S use of a DALLAS COUNTY Supplier Agreement, COLLIN COUNTY agrees to:

1. Provide written notice to DALLAS COUNTY within two (2) business days of any dispute or claim with a Vendor;

2. Use their good faith efforts and attempt to quickly resolve any and all disputes and claims with Vendor;

3. Pay to DALLAS COUNTY all direct and indirect costs associated with any and all actions required for resolution of any dispute or claim related to this Master Agreement; and

4. In the event of any mediation, arbitration, litigation or other actions resulting from COLLIN COUNTY'S use of a DALLAS COUNTY Supplier Agreement, COLLIN COUNTY will, at its sole cost and expense, enter and defend such actions, including the interest of DALLAS COUNTY, and shall pay all costs and expenses, including attorneys fees, **court costs,** claims, demands or judgments arising in anyway from any actions related to this Master Agreement.

F. INDEPENDENT PARTY. DALLAS COUNTY and COLLIN COUNTY acknowledge that neither party is an agent, employee or joint enterprise of the other, and that each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any Supplier Agreement obtained in accordance with Texas law and this Master Agreement.

G. PROVISION OF GOODS AND SERVICES. DALLAS COUNTY will not provide any funds, equipment or personnel utilized in the acquisition of goods or services to COLLIN COUNTY under this Master Agreement and/or any Supplier Agreement.

H. NO WARRANTY. DALLAS COUNTY shall neither warrant nor be responsible for the quality or delivery of goods and/or services from a Vendor under any Supplier Agreement. COLLIN COUNTY shall receive warranties provided directly by the Vendor, if any, for the goods and/or services purchased under a Supplier Agreement.

I. VENDOR APPROVAL. COLLIN COUNTY will be able to procure goods and/or services from those Supplier Agreements executed by DALLAS COUNTY where the Vendor has accepted the terms for cooperative purchasing agreements for local governments established by Texas law.

J. MISCELLANEOUS PROVISIONS.

1. Binding Agreement and Authority. This Master Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Master Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Master Agreement.
2. Amendment. This Master Agreement may not be amended except in a written instrument specifically referring to this Master Agreement and signed by the parties hereto.

3. Applicable Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action filed by either COLLIN COUNTY or DALLAS COUNTY shall lie in Dallas County, Texas. Nothing herein is intended to benefit any third party beneficiaries.

4. Immunity. This Master Agreement shall be expressly subject to COLLIN COUNTY'S Governmental Immunity and DALLAS COUNTY'S Sovereign Immunity, Title 5 of the TEXAS CIVIL PRACTICES AND REMEDIES CODE, and all applicable federal and state law.

5. Severability. In the event that one (1) or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, this Master Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provisions of this Master Agreement, which shall remain in full force and effect.

6. The COLLIN COUNTY has executed this Master Agreement pursuant to Council Resolution No. _____, passed on the _____ day of _____, 2011. SDA

7. DALLAS COUNTY has executed this Master Agreement pursuant to Commissioners Court Order No. 2011-093, passed on the 11th day of January, 2011. SDA

EXECUTED this the 11th day of January, 2011. SDA

COUNTY OF DALLAS:

BY: _____
~~Jim Foster~~ Clay Lewis Jenkins
County Judge

COLLIN COUNTY:

BY: _____
Keith Self
County Judge

RECOMMENDED:

BY: _____
Linda S. Boles
Purchasing Agent

RECOMMENDED:

BY: _____
Frank Ybarbo
Purchasing Agent

APPROVED AS TO FORM*:

BY: _____
Gordon Hikel
~~Deputy~~ Chief, Civil Section

APPROVED AS TO FORM:

BY: _____
Frank Ybarbo
Purchasing Agent

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

1/15/10

COURT ORDER

ORDER NO: 2011 093

37

DATE: January 11, 2011

STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of Commissioners Court of Dallas County, Texas, held on the 11th day of January, 2011, on a motion made by John Wiley Price, Commissioner of District No. 3, and seconded by Maurine Dickey, Commissioner of District No. 1, the following Court Order was adopted:

WHEREAS, Collin County is requesting to enter into a Master Interlocal/Cooperative Purchasing Agreement to utilize various Dallas County contracts; and

WHEREAS, the Commissioners Court of Collin County approved the agreement on December 13, 2010; and

WHEREAS, Texas Government Code, Chapter 791.025 permits interlocal agreements between local governments for the purchase of goods and services to satisfy competitive bidding requirements; and

WHEREAS, this agreement supports Vision 1 of Dallas County's Strategic Plan; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court does hereby authorize the approval of the attached Master Interlocal/Cooperative Purchasing Agreement between Dallas County and Collin County and authorizes the County Judge to execute the agreement on behalf of Dallas County.

DONE IN OPEN COURT this the 11th day of January, 2011.

Clay Lewis Jenkins, County Judge

Maurine Dickey, District #1

Mike Cantrell, District #2

John Wiley Price, District #3

Dr. Elba Garcia, District #4

Recommended by:
Linda S. Boles, Purchasing Agent