

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Cooperative Purchasing Agreement, City of Lowry Crossing (Eastern Coalition Member) – Fire Marshal

On **October 14, 2008**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes  
Kathy Ward

County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered a request for approval of a Cooperative Purchasing Agreement with the City of Lowry Crossing (Eastern Coalition Member).

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Cooperative Purchasing Program Agreement with the City of Lowry Crossing (Eastern Coalition Member) to provide emergency medical services beginning November 1, 2008 through and including October 31, 2013 and further authorize the Purchasing Agent to finalize and execute same. Same is hereby approved in accordance with the attached documentation.



ATTEST:

*Stacey Kemp*  
Stacey Kemp, Ex-Officio Clerk  
Commissioners' Court  
Collin County, T E X A S

*Keith Self*  
\_\_\_\_\_  
Keith Self, County Judge  
*Phyllis Cole*  
\_\_\_\_\_  
Phyllis Cole, Commissioner, Pct. 1  
*Jerry Hoagland*  
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Jerry Hoagland, Commissioner, Pct. 2  
*Joe Jaynes*  
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Joe Jaynes, Commissioner, Pct. 3  
*Kathy Ward*  
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Kathy Ward, Commissioner, Pct. 4

## COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is made on the 14<sup>th</sup> day of October, 2008, between the Cities of Blue Ridge, Farmersville, Josephine, Lowry Crossing, Princeton and Town of Nevada, Texas (collectively referred to as the "Eastern Coalition" and individually as "Members") and the County of Collin, Texas ("Collin County").

WHEREAS, Collin County has or will enter into an agreement with an ambulance service provider ("Vendor") pursuant to the Contract for Services: Emergency Medical, RFP No. 0309-006 ("Ambulance Contract"); and

WHEREAS, each Member of the Eastern Coalition wishes to participate in the purchase of the services as described in the Ambulance Contract ("Services"); and

WHEREAS, Collin County and the Eastern Coalition believe that the cooperative purchase of the Services benefits the citizens of both Collin County and the Eastern Coalition; and

WHEREAS, Collin County and the Eastern Coalition desire to enter into this Agreement pursuant to the authority granted under Title 8, Chapter 271 Subchapter F, Section 271.102 V.T.C.A., and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement do hereby represent, warrant, covenant and agree as follows:

### I. Term of Agreement

This Agreement shall become effective on November 1, 2008, and shall continue in full force and effect through and including October 31, 2013 ("Renewal Period").

This Agreement may be terminated by any party upon ninety (90) days written notice to all other parties.

### II. Relationship of Parties

Collin County, its agents, employees, volunteer help or any other person operating under this agreement shall not be considered an agent or employee of any Member of the Eastern Coalition, nor shall any Member, its agents, employees, volunteer help or any other person operating under this agreement be considered an agent or employee of Collin County.

### III. Payment for Services Purchased

3.1 Each Member agrees to pay for the Services each year in the amount determined by the following formula:

Total price for Services for the year **DIVIDED BY** the total population of the Eastern Coalition (including that part of Collin County located in the Eastern Coalition's boundaries) as determined by Formula A **TIMES** the total population of the Member as determined by the North Central Texas Council of Governments ("NCTCOG") annual population report for the year for that incorporated member.

Formula A: the sum of incorporated member populations as determined by the North Central Texas Council of Governments ("NCTCOG") annual population report **PLUS** the population of that part of Collin County located in the Eastern Coalition's boundaries as determined by Formula B

Formula B: unincorporated households located in the Eastern Coalition's boundaries **TIMES** the Census Bureau's average household size number of 2.68.

3.2 Collin County agrees to pay for the Services each year in the amount determined by the same formula:

Total price for Services for the year **DIVIDED BY** the total population of the Eastern Coalition (including that part of Collin County located in the Eastern Coalition's boundaries) as determined by Formula A **TIMES** the total population of that part of Collin County located in the Eastern Coalition's boundaries as determined by Formula B.

Formula A: the sum of incorporated member populations as determined by the North Central Texas Council of Governments ("NCTCOG") annual population report **PLUS** the population of that part of Collin County located in the Eastern Coalition's boundaries as determined by Formula B

Formula B: unincorporated households located in the Eastern Coalition's boundaries **TIMES** the Census Bureau's average household size number of 2.68.

3.3 Collin County agrees to pay the Vendor the total amount of \$767,000.00 for years 6-10, owed for the Services upon the terms and conditions of the Ambulance Contract, amendment no. 2, on the condition that each Member reimburse Collin County for the amounts each Member owes pursuant to this Agreement, and specifically Section 3.1. Each Member shall make four equal payments annually to Collin County for the amounts owed Collin County pursuant to this Agreement. The first such payment is due December 31, 2008, and shall be followed each year with payments on March 31, June 30, September 30, and December 31.

3.4 Attached to this Agreement as Exhibit "A" is the amounts owed, pursuant to Sections 3.1 and 3.2, by each Member and Collin County for the first year of the Term of this Agreement which begins on November 1, 2008, and ends on October 31, 2009. This Exhibit "A" is incorporated herein as if set forth fully. In addition, as determined by utilizing the price redetermination calculations stated in paragraph 4.2 of the Ambulance Contract, annual adjustments to the base subsidy shall occur.

3.5 Each Member and Collin County shall make payments hereunder from current revenues available to each party.

3.6 In the event a Member terminates its participation in this Agreement, (the "Withdrawing Member"), the remaining Members hereby acknowledge and agree that the amount that would have been paid by the Withdrawing Member shall be paid by the remaining Members and Collin County collectively on a per capita basis.

II. Notice

Any notice required by this Agreement shall be sent via the United States Postal Service, Certified Mail, Return Receipt Requested to the following:

If to City of Blue Ridge:

City Administrator  
City of Blue Ridge

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\_\_\_\_\_

With copy to:

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If to City of Farmersville:

City Administrator  
City of Farmersville

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\_\_\_\_\_

With Copy to:

\_\_\_\_\_

If to City of Josephine:

City Administrator  
City of Josephine

\_\_\_\_\_  
\_\_\_\_\_

With Copy to:

\_\_\_\_\_

If to City of Lowry Crossing:

City Administrator  
City of Lowry Crossing

*Eddie Stuyvel TR ml*  
*City Secretary*

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With Copy to:

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If to Town of Nevada:

City Administrator  
Town of Nevada

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With Copy to:

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If to City of Princeton:

City Administrator  
City of Princeton

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With Copy to:

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If to Collin County:

Collin County Commissioners' Court  
210 S. McDonald St., Suite 626  
McKinney, Texas 75069

Collin County Purchasing Department  
200 S. McDonald St., Suite 230  
McKinney, Texas 75069

Kelli L. Roach  
Gay, McCall, Isaacks, Gordon & Roberts, P.C.  
777 E. 15<sup>th</sup> Street  
Plano, Texas 75074

### III. Miscellaneous

5.1 This Agreement represents the entire Agreement between each of the Members of the Eastern Coalition and Collin County and supersedes all prior negotiations, representations and/or agreements, either written or oral. The terms and conditions in this Agreement may be amended only by written instrument signed by all parties.

5.2 In the event any term or provision of this Agreement is found to be invalid or unenforceable, it is the intent of the parties hereto that the remaining terms and provisions will remain valid and in full force and effect to the extent allowed.

5.3 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED this 14<sup>th</sup> day of October, 2008.

COLLIN COUNTY, TEXAS

By: Franklin Ybarbo  
Franklin Ybarbo  
Purchasing Agent

Court Order No. 2008-876-10-14

CITY OF LOWRY CROSSING

ATTEST:

See page 4 for signature \_\_\_\_\_  
Date

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