

ORIGINAL

INTERLOCAL AGREEMENT

BETWEEN COLLIN COUNTY AND HARRISON COUNTY

This agreement is made this 9th day of February 2009 between Collin County, Texas and Harrison County, 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 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.

Harrison County, Texas, hereby makes, constitutes and appoints Collin County, Texas its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). To utilize one or more of these contracts, local entities must request authorization, in writing, to Collin County. Harrison County, 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 according to its usual bidding procedures and in accordance with applicable State statutes.

II.

Harrison County, Texas, agrees that all specifications for selected items shall be as determined by Collin County.

III.

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

IV.

Amy Holdeman, Purchasing Agent, is hereby designated as the official representative to act for Harrison County, Texas in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

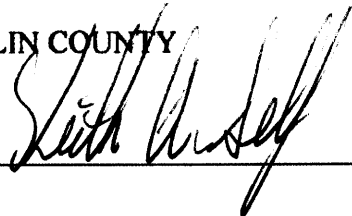
VI.

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

3/13/09

HARRISON COUNTY

BY


Richard Anderson

TITLE: County Judge

DATE: February 9, 2009