

11234-09

COURT ORDER NO. 2008-1093 -12-09

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Cooperative Purchasing Agreement, City of Weston (Northern Coalition Member) – Fire Marshal

On **December 9, 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 Weston (Northern Coalition Member).

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Cooperative Purchasing Agreement with the City of Weston (Northern Coalition Member) to provide emergency medical services and further authorize the Purchasing Agent to finalize and execute same. Same is hereby approved in accordance with the attached documentation.

RECEIVED
PURCHASING AGENT
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ATTEST:

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

Keith A. Self

Keith Self, County Judge

Abstained

Phyllis Cole, Commissioner, Pct. 1

Jerry Hoagland

Jerry Hoagland, Commissioner, Pct. 2

Joe Jaynes

Joe Jaynes, Commissioner, Pct. 3

Kathy Ward

Kathy Ward, Commissioner, Pct. 4

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is made on the 9th day of December, 2008, between the Cities of Anna, Melissa, and Weston, Texas (collectively referred to as the "Northern 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 Northern Coalition wishes to participate in the purchase of the services as described in the Ambulance Contract ("Services"); and

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

WHEREAS, Collin County and the Northern 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

1.1 This Agreement shall become effective on November 1, 2008, and shall continue in full force and effect through and including October 31, 2013 ("Initial Period"). Thereafter, this Agreement may be renewed for an additional five (5) year period ("Renewal Period").

1.2 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 Northern 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 Northern Coalition (including that part of Collin County located in the Northern 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 Northern Coalition's boundaries as determined by Formula B

Formula B: unincorporated households located in the Northern 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 Northern Coalition (including that part of Collin County located in the Northern Coalition's boundaries) as determined by Formula A **TIMES** the total population of that part of Collin County located in the Northern 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 Northern Coalition's boundaries as determined by Formula B

Formula B: unincorporated households located in the Northern 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 owed for the Services upon the terms and conditions of the Ambulance Contract 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.

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.

III. 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 Anna:

City Administrator
City of Anna

With copy to:

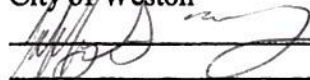
If to City of Melissa:

City Administrator
City of Melissa

With Copy to:

If to City of Weston:

City Administrator
City of Weston



With Copy to:

If to Collin County:

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

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

With Copy to:

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

IV. Miscellaneous

5.1 This Agreement represents the entire Agreement between each of the Members of the Northern 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 9th day of December October, 2008.

COLLIN COUNTY, TEXAS

By: Franklin Ybarbo
Franklin Ybarbo
Purchasing Agent

Court Order No. 2008-1093-12-89

CITY OF WESTON

[Signature] 11/18/08
Date

ATTEST:

[Signature] 11/18/08
City Secretary Date
AIDERMAN