

**INTERLOCAL PURCHASE AGREEMENT  
BETWEEN  
COLLIN COUNTY, TEXAS AND TOWN OF ST. PAUL, TEXAS**

Collin County, Texas and the Town of St. Paul, Texas enter into this Interlocal Purchase Agreement (the "Agreement"), acting by and through their respective governing bodies. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**RECITALS**

This Agreement is authorized by Chapter 791 of the Texas Government Code and Local Government Code Chapter 271, Subchapter F. The Parties are local governments as that term is defined in Local Government Code section 271.101(2). Section 271.102 of that code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. A local government that purchases materials, supplies, goods, services or equipment under a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids to purchase goods or services. Texas local governments have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment.

The Parties desire to enter into a cooperative purchasing program, which will allow the Parties to purchase materials, supplies, goods, services or equipment without each Party having to separately meet the requirements of the Local Government Code, Chapter 262.

**THEREFORE**, in consideration of the mutual promises here, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE I:**  
**PURPOSE**

This Agreement's purpose is to establish a cooperative purchasing program between the Parties, which will allow the Parties to realize savings when purchasing materials, supplies, equipment goods or services, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party may, from time to time, as it deems appropriate, include a provision in its solicitations and contracts allowing the other Party to cooperatively purchase from the vendor's contract, subject to the consent of the Vendor who is awarded the contract and to the extent permitted by law. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.

**ARTICLE II:**  
**TERM**

The term of this Agreement will start on the date on which all Parties have executed this Agreement ("Effective Date"). This Agreement will continue for a five (5) year period through September 30, 2020, and remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement. This agreement may be renewed for one (1) additional five (5) year period through September 30, 2025 if agreed in writing by both Parties.

**ARTICLE III:**  
**TERMINATION**

A Party may terminate its participation from this Agreement by providing thirty (30) days prior written notice to the other Party. Termination of this Agreement by a Party, however, will not terminate an existing contract between a Party and a vendor.

#### **ARTICLE IV: PURCHASING**

Each Party will designate a person to act on its behalf in all matters relating to the cooperative purchasing program. A purchase order from the purchasing party and directed to the vendor(s) will be used for each purchase. The Parties will make payments directly to vendors under the contracts made according to this Agreement. The purchasing party will be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery. The originating contracting Party is not responsible or liable for the performance of any vendor used by a purchasing party as a result of this Agreement. The Purchasing Party may not use this Agreement as a method for obtaining additional concessions or reduced prices for similar goods or services.

#### **ARTICLE V: CURRENT REVENUE**

The Parties represent that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it in this Agreement or required by any other agreements, contracts and documents executed, adopted, or approved under this Agreement, which includes any exhibit, attachment, addendum or associated document, will be paid from current revenues available to the paying Party. The Parties warrant that no debt is created by this Agreement and that any debt created through a purchase will be the sole obligation of the purchasing Party and no obligation or liability for such debt will be a liability or obligation of the other Party.

#### **ARTICLE VI: FISCAL FUNDING**

The Parties' financial obligations, if any, under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without

penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

## **ARTICLE VII: MISCELLANEOUS**

**Notice:** Any notice required or permitted to be delivered under this Agreement will be deemed received when sent in the United States mail, postage prepaid; Certified Mail, Return Receipt Requested; or by hand-delivery, addressed to the respective Party at the address set forth below:

If to Collin County: Collin County Purchasing Agent, Michalyn Rains, CPPO, CPPB  
2300 Bloomdale Rd, Ste 3160, McKinney, TX 75071

If to Town of St. Paul: Town of St. Paul, Texas, Opie Walter, Mayor, St. Paul, Texas 75098

**Amendment:** This Agreement may be amended by the mutual written agreement of all of the Parties.

**Severability:** In the event anyone or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the other provisions, and the Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**Governing Law:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, will be governed by the laws of the State of Texas. Venue for any action concerning this Agreement will lie in Collin County, Texas.

**Entire Agreement:** This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral, or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. No agent, official, employee or representative of Collin County has the authority to amend or assign this Agreement unless expressly granted authority by the Collin

County Commissioners Court. No agent, official, employee or representative of Town of St. Paul has the authority to amend or assign this Agreement unless expressly granted that specific authority by the Town of St. Paul.

**Counterparts:** This Agreement may be executed in any number of counterparts, each of which will be deemed an original constituting one and the same instrument.

**No Assignment:** The Parties may not assign or transfer their rights under this Agreement.

**Compliance with Law:** Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

**No Waiver of Rights:** Nothing in this Agreement will be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity. Nothing in this Agreement will be deemed to create any legal rights or claims on behalf of a person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**COUNTY OF COLLIN**

By: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for Notice: Michalyn Rains, CPPB, CPPO  
Collin County Purchasing Agent  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071

**TOWN OF ST. PAUL**

By: Opie Walter

Name: Opie Walter Title: Mayor

Date Signed: 10/12/15

Address for Notice: Opie Walter, Mayor  
Town of St. Paul  
2505 Butscher's Block  
St. Paul, TX 75098