

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS AND THE COUNTY OF COLLIN, TEXAS**

This agreement is made this 7 day of May, 2019 between the County of Ellis, Texas and the County of Collin, 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, ELLIS COUNTY and COLLIN COUNTY, as government entities, desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.03 of the Government Code; and

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.

The COLLIN COUNTY, hereby makes, constitutes and appoints ELLIS COUNTY it's true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). ELLIS COUNTY will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to ELLIS COUNTY. Upon receipt of request, ELLIS COUNTY will send a form letter to the appropriate vendor (s) for their approval and signature. Upon receipt of authorizing letter from the vendor (s), ELLIS COUNTY will forward a copy of the letter and appropriate Annual Contract to the requesting entity. COLLIN COUNTY agrees that ELLIS COUNTY shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by ELLIS COUNTY according to its usual bidding procedures and in accordance with applicable State statutes.

II.

COLLIN COUNTY agrees that all specifications for selected items shall be as determined by ELLIS COUNTY.

III.

COLLIN COUNTY shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.

IV.

COLLIN COUNTY, as paying party, acknowledges and certifies, as a required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to COLLIN COUNTY.

V.

COLLIN COUNTY agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill COLLIN COUNTY directly for all items purchased, and COLLIN COUNTY shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

VI.

Michalyn Rains, Purchasing Agent for COLLIN COUNTY, is hereby designated as the official representative to act for COLLIN in all matters relating to this agreement.

VII.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

VIII.

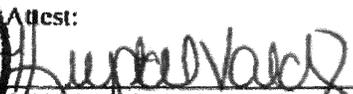
This agreement shall take effect upon execution by both signatories.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

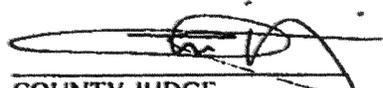


COUNTY JUDGE
ELLIS COUNTY, TEXAS

Date: 6-4-19

Attest:


COUNTY CLERK



COUNTY JUDGE
COLLIN COUNTY, TEXAS

Date: MAY 08, 2019

Attest:


COUNTY CLERK

