

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN CITY OF LEWISVILLE, TEXAS AND COLLIN COUNTY, TEXAS**

This Interlocal Cooperation Agreement ("Agreement") is by and between the CITY OF LEWISVILLE, TEXAS, a municipal corporation (City of Lewisville) and Collin County, Texas ("Collin County"), acting by and through their authorized officers.

RECITALS:

WHEREAS, the respective participating governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing of necessary materials and supplies;

WHEREAS, it is the desire of the aforesaid participating governments to comply with and further the policies and purpose of the Interlocal Cooperation Act;

WHEREAS, the participating governments cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of certain materials and supplies;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

**I.
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

II. DURATION OF AGREEMENT

The term of this Agreement shall be in full force and effect after execution by both parties until terminated by either party to the agreement.

III. RELATIONSHIP OF PARTIES

It is agreed that each party, in receiving products and/or services specified in this agreement, shall act as an independent purchaser and shall have control of its needs and the manner in which they are acquired.

Neither City of Lewisville nor its agents, employees, volunteer help, nor any other person operating under this contract shall be considered an agent or employee of Collin County and shall not be entitled to participate in any pension plans or other benefits that Collin County provides its employees.

Neither Collin County nor its agents, employees, volunteer help, nor any other person operating under this contract shall be considered an agent or employee of City of Lewisville and shall not be entitled to participate in any pension plans or other benefits that City of Lewisville provides its employees.

Nothing in this agreement shall prevent any participating government from accepting and awarding bids for commodities subject to this agreement individually and in its own behalf.

This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

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

The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas.

IV. PURCHASE OF GOODS AND SERVICES

All products and services shall be procured in accordance with procedures governing competitive bids and competitive proposals.

The participating government parties will be able to purchase from those contracts established by the other party where notice has been given in the specifications and successful bidder has accepted terms for Cooperative Purchasing Agreements for local governments.

Each party shall make payments directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

In the event that any dispute arises between individual participating government and a successful bidder, the same shall be handled by and between the participating government body and the bidder.

Participating parties do not warrant and are not responsible for the quality or delivery of products or services from successful bidder. The participating government shall receive all warranties provided by successful bidder for the products or services purchased.

In the event that any dispute arises between individual participating government and a successful bidder, the same shall be handled by and between the participating government body and the bidder.

[signature page follows]

CITY OF LEWISVILLE, TEXAS

Date: 3-8-2024

By: Claire Powell
Claire Powell (or Her Designee), CITY MANAGER

COLLIN COUNTY, TEXAS

Date: _____

By: _____
Collin County Judge