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INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN
TRAVIS COUNTY, TEXAS AND COLLIN COUNTY, TEXAS

Collin County, Texas and Travis County, 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

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties, which will allow the Parties to realize savings when purchasing material, 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 Vendors 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 until terminated by either party.

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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:
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 Travis County nor its agents, employees, volunteer help, nor any other person operating under this Agreement 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 Agreement shall be considered an agent or employee of Travis County and shall not be entitled to participate in any pension plans or other benefits that Travis County 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; Venue for any action concerning this Agreement will lie in the respective County where the work was performed or the goods were delivered.

ARTICLE V:
PURCHASE OF GOODS AND SERVICES

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

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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 each 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.

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

In the event that any dispute arises between an individual participating government Party and a successful bidder, the same shall be handled by and between such participating government Party and such bidder or vendor.

ARTICLE VI:
ADDITIONAL PURCHASING TERMS

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 VII:
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.

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ARTICLE VIII:
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 IX:
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 Administration Bldg.
Attn: County Administrator
2300 Bloomdale Rd, Ste 4192
McKinney, TX 75071

If to Travis County: Travis County Purchasing Agent, C.W. Bruner, PMP, CPPB
700 Lavaca St., Ste 800
Austin, Texas 78701

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 the respective County where the work was performed or the goods were delivered.

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 Travis County has the authority to amend or assign this Agreement unless expressly granted that specific authority by the Travis County Commissioners Court.

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.

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

[*Signature page follows*]

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Travis County/Collin County ILA for Cooperative Purchasing

COLLIN COUNTY, TEXAS

Date: 20 JAN 2026 By: _____

Collin County Judge

TRAVIS COUNTY, TEXAS

Date: 11/13/2025 By: DocuSigned by: Andy Brown C21317DD291D47D...

Title: County Judge