

COURT ORDER NO. 97-687-10-13

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 13th day of October, 1997, by and between the COUNTY OF COLLIN, and participants in the COLLIN COUNTY GOVERNMENTAL PURCHASER'S FORUM (hereinafter called "FORUM"), acting through the Commissioners' Court duly authorized agent:

WITNESSETH:

WHEREAS, the COUNTY OF COLLIN and the present FORUM participants (currently consisting of COLLIN COUNTY, COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, UNIVERSITY OF TEXAS-DALLAS, COLLIN COUNTY CENTRAL APPRAISAL, CITY OF ALLEN, CITY OF ANNA, CITY OF BLUE RIDGE, CITY OF CARROLLTON, CITY OF CELINA, TOWN OF FAIRVIEW, CITY OF FARMERSVILLE, CITY OF FRISCO, CITY OF MCKINNEY, CITY OF MURPHY, CITY OF PARKER, CITY OF PLANO, CITY OF RICHARDSON, CITY OF SACHSE, CITY OF WYLIE, ALLEN ISD, BLUE RIDGE ISD, CELINA ISD, COMMUNITY ISD, FARMERSVILLE ISD, FRISCO ISD, MCKINNEY ISD, MELISSA ISD, PLANO ISD and PRINCETON ISD) as permitted under Chapter 271-V.T.C.A., Local Government, Cooperative Purchasing Program, wish to enter into this Interlocal Agreement to set forth the terms and conditions under which the COUNTY OF COLLIN and FORUM Participants may purchase various goods and services commonly utilized by all entities; and

WHEREAS, participation in a Cooperative Purchasing Program will be highly beneficial to the taxpayers of the COUNTY OF COLLIN and FORUM participants through the anticipated savings to be realized;

WHEREAS, it is also realized that this program could be very beneficial to smaller governmental entities in Collin County that choose to join the FORUM at a later date by formal declaration by their governing bodies to participate in this program by passage of a similar document;

NOW, THEREFORE, in consideration of the foregoing as set forth herein, the COUNTY OF COLLIN and other FORUM participants agree as follows:

1. All FORUM participants will work cooperatively to provide a program for the purchase of various goods and services commonly utilized by all participants ("Cooperative Purchasing Program"), and under such Program purchase goods and services from vendors under present and future contracts with any entity in the FORUM.

2. The FORUM participants will enter into individual contracts with vendors under the Cooperative Purchasing Program provided for under the Agreement. The participant shall be individually responsible for payment directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such individual contracts.

3. This Agreement shall continue in full force and effect until terminated by either party with thirty (30) day written notice.

4. Notwithstanding anything herein to the contrary, participation in this Agreement by the COUNTY OF COLLIN may be terminated upon thirty (30) days written notice to the other members of the FORUM.

5. This Agreement may be executed simultaneously by two or more participants in the FORUM, each of which shall be deemed an original and all which together shall constitute one and the same instrument.

EXECUTED hereto on the 13th day of October, 1997, as authorized by authority of COLLIN COUNTY
Commissioners' Court No. 97-687-10-13

BY: Barbara Stephen
Barbara Stephen, CPPB
Purchasing Agent

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 2001, by and between the North Texas Tollway Authority and participants in the Collin County Governmental Purchasers Forum (hereinafter called "Forum"), acting through the North Texas Tollway Authority duly authorized agent:

WITNESSETH:

WHEREAS, the North Texas Tollway Authority and the present FORUM participants (consisting of Collin County, Collin County Community College District, University of Texas-Dallas, Collin County Central Appraisal, City of Allen, City of Anna, City of Blue Ridge, City of Carrollton, City of Celina, Town of Fairview, City of Farmersville, City of Frisco, City of McKinney, City of Murphy, City of Parker, City of Plano, City of Richardson, City of Sachse, City of Wylie, Allen ISD, Blue Ridge ISD, Celina ISD, Community ISD, Farmersville ISD, Frisco ISD, McKinney ISD, Melissa ISD, Plano ISD and Princeton ISD) as permitted under Chapter 271 V.T.C.A., Local Government Cooperative Purchasing Program, wish to enter into this Interlocal Agreement to set forth the terms and conditions under which the North Texas Tollway Authority and FORUM participants may purchase various goods and services commonly utilized by all entities; and:

WHEREAS, participation in a Cooperative Purchasing Program will be highly beneficial to the North Texas Tollway Authority, as a political sub-division of the state of Texas and FORUM participants through the anticipated savings to be realized;

WHEREAS, it is also realized this program could be very beneficial to smaller governmental entities in Collin County that choose to join this FORUM at a latter date by formal declaration by their governing bodies to participate in this program by passage of a similar document;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligation as set forth herein the North Texas Tollway Authority and other FORUM participants agree as follows:

1. All Forum participants will work cooperatively to provide a program for the purchase of various goods and services commonly utilized by all participants ("Cooperative Purchasing Program"), and under such Program may purchase goods and services from vendors under present and future contracts with any entity in the forum.
2. The Forum participants will enter into individual contracts with vendors under the Cooperative Purchasing Program provided for under this Agreement.

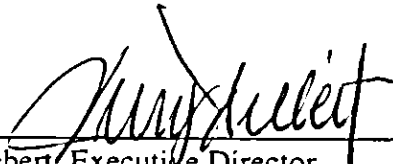
The participants shall be individually responsible for payment directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such individual contracts.

3. This Agreement shall continue in full force in effect until terminated by either party with thirty (30) days written notice.
4. Notwithstanding anything herein to the contrary, participation in this Agreement by the North Texas Tollway Authority may be terminated upon thirty (30) days written notice to the other members of the Forum.
5. This Agreement may be executed simultaneously, by two or more participants in the Forum, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

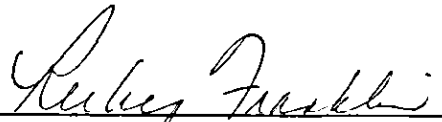
EXECUTED hereto on the 23rd day of March, 2001.

NORTH TEXAS TOLLWAY AUTHORITY

BY:


Jerry Hiebert, Executive Director

ATTEST:


Ruby Franklin, Secretary

