

RESOLUTION NO. 2020-635

(Cooperative Purchasing ILA)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PARKER AND ELLIS COUNTY FOR
COOPERATIVE PURCHASING.**

WHEREAS, the City of Parker is authorized by state law to execute an Interlocal Agreement for Cooperative Purchasing; and

WHEREAS, the City of Parker wishes to enter into the ILA for Cooperative Purchasing with Ellis County, attached hereto as Exhibit "A;"

WHEREAS, Exhibit "A" represents an updated version of the ILA previously approved by Council in June of 2020;

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER,
COLLIN COUNTY, TEXAS:**

SECTION 1. The Parker City Council does authorize the Mayor to execute the ILA with Ellis County, attached hereto as Exhibit "A".

SECTION 2. This resolution shall be effective upon its execution by the Mayor.

APPROVED AND ADOPTED this 4th day of August, 2020.




Lee Pettle, Mayor

ATTEST:


Patti Scott Grey, City Secretary

APPROVED TO FORM:


Brandon Shelby, City Attorney

RESOLUTION NO. 2020-635
(ILA for Cooperative Purchasing)

**INTERLOCAL COOPERATION CONTRACT
BETWEEN COUNTY OF ELLIS AND CITY OF PARKER**

WHEREAS, the hereinafter below described 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 of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW THEREFORE, the parties agree and covenant one with the other as follows:

- A. The County of Ellis (hereinafter COUNTY) and the City of Parker (hereinafter CITY) shall 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, competitive sealed proposals and request for statement of qualifications pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code. This shall include contracts for the maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY and the CITY shall further be authorized to sell each other; goods and services.
- B. The COUNTY and the CITY shall make payments to the local government, a local cooperative organization or directly to a vendor under a contract made, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and for such function, goods and/or services.
- C. The COUNTY and the CITY, as paying parties acknowledge and certify, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to County and City.
- D. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31, 2019 ("Effective Period").

E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:

1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
2. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

F. The CITY, hereby makes, constitutes and appoints COUNTY it's true and lawful purchasing agent for the purchase of various commodities and services using Annual Contracts (Bids, Proposals, Request for Qualifications). 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 COUNTY. Upon receipt of request, 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), COUNTY will forward a copy of the letter and appropriate Annual Contract to the requesting entity. CITY agrees that COUNTY shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by COUNTY according to its usual bidding procedures and in accordance with applicable State statutes.

G. CITY agrees that all specifications for selected items bid by the COUNTY shall be as determined solely by the COUNTY.

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

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

J. _____, Purchasing Agent for the CITY, is hereby designated as the official representative to act for the CITY in all matters relating to this agreement.

K. The COUNTY, hereby makes, constitutes and appoints CITY it's true and lawful purchasing agent for the purchase of various commodities and services using Annual Contracts (Bids, Proposals, Request for Qualifications). CITY

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 CITY. Upon receipt of request, CITY will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), CITY will forward a copy of the letter and appropriate Annual Contract to the requesting entity. COUNTY agrees that CITY shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by CITY according to its usual bidding procedures and in accordance with applicable State statutes.

- L. COUNTY agrees that all specifications for selected items bid by the CITY shall be as determined solely by the CITY.
- M. COUNTY shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.
- N. COUNTY agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill COUNTY directly for all items purchased, and COUNTY shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.
- O. E.J. Harbin, Purchasing Agent for the COUNTY, is hereby designated as the official representative to act for the COUNTY in all matters relating to this agreement.
- P. COUNTY or CITY agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Contract, or as outlined by the Texas Prompt Payment Act.
- Q. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- R. Both Parties agree to require any applicable vendors to comply with Sections 2270.002 and 2252.152 of the Texas Government Code.
- S. Either Party may terminate this contract upon thirty (30) days written notice to the other Party's designated official representative.

EXECUTED in duplicate this the 4th day of August, 2020.

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF PARKER, TEXAS

By: Lee Little
Mayor, City of Parker

Attest:



City Administrator