

**RESOLUTION NO. 2021-660**

*(AllPaid Exchange)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT (NCTCOG) AND PARTICIPATION IN GOVERNMENT PAYMENT SERVICES, INC.'S ALLPAID EXCHANGE, NCTCOG'S ELECTRONIC WARRANT PAYMENT PROGRAM.**

**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 NCTCOG, attached hereto as Exhibit "A;"

**WHEREAS**, AllPaid Exchange, NCTCOG's Electronic Warrant Payment Program is a patented electronic warrant payment system that links Regional, County and Local agencies into a single "smart" enforcement/payment network;

**WHEREAS**, City of Parker wishes to join this free service to provide an effective and efficient manner for citizens to pay warrants issued by Parker Municipal Court throughout the metroplex area.

**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 NCTCOG and all other documents necessary to participate in the AllPaid Exchange, attached hereto as Exhibit "A".

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

**APPROVED AND ADOPTED** this 2nd day of March, 2021.



*Lee Pettle*  
Lee Pettle, Mayor

ATTEST:

*Patti Scott Grey*

Patti Scott Grey, City Secretary

APPROVED TO FORM:

*B. S.*

Brandon Shelby, City Attorney

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*(AllPaid Exchange)*

## MASTER INTERLOCAL PURCHASING AGREEMENT

**THIS MASTER INTERLOCAL AGREEMENT** (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and the City of Parker, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at 5700 East Parker Road Parker, Texas 75002

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on February 16, 2021 (Date), and that it desires to contract with NCTCOG on the terms set forth below;

**NOW, THEREFORE**, NCTCOG and the Participant do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

### **ARTICLE 2: SCOPE OF SERVICES**

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the **North Texas SHARE** program. Participant will access the Program through [www.NorthTexasSHARE.org](http://www.NorthTexasSHARE.org). All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.

### **ARTICLE 3: PAYMENTS**

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

### **ARTICLE 4: PERFORMANCE PERIOD**

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

### **ARTICLE 5: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

### **ARTICLE 6: TERMINATION PROCEDURES**

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

### **ARTICLE 7: APPLICABLE LAWS**

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

### **ARTICLE 8: DISPUTE RESOLUTION**

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

### **ARTICLE 9: MISCELLANEOUS**

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
  - e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
  - f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS  
FOLLOWS:**

**North Central Texas Council of Governments**  
North Texas SHARE  
616 Six Flags Drive, Arlington, Texas 76011

## City of Parker

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NCTCOG Executive Director or Designee

5700 East Parker Road

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**Mailing Address**

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**Signature of Executive Director or Designee**

Parker TX 7500

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**City**

Date

**Lee Pettle, Mayor**

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Signature

3/2/2021

Date



Lee Pettle, Mayor  
5700 E Parker Road Parker, TX. 75002  
(972) 442-6811 (972) 442-2894 fax  
[www.parkertexas.us](http://www.parkertexas.us)

February 16, 2021

Client Services Department  
Government Payment Service, Inc.  
7102 Lakeview Parkway West Drive  
Indianapolis, Indiana 46268

To Whom It May Concern:

This letter shall confirm our agreement to become a Participant in the Project and obtain Services as more fully described in the Master Contract Between North Central Texas Council of Governments ("NCTCOG") and Government Payment Service, Inc. ("GPS") ("Master Contract"), dated January 14, 2013 (all capitalized terms not otherwise defined in this letter shall have the definition assigned to them in the Master Contract). We understand and accept that your company's provision and the City's use of the Services are subject to the terms and conditions of the Master Contract, this engagement letter and any interlocal agreement between the City and NCTCOG. In particular, the City agrees to be bound by the Participant's obligations set out in the Master Contract.

The City may at any time (i) authorize you to accept additional types of payments within the scope of the applicable Service Fees; (ii) cancel the processing through your company of any types of payments; (iii) modify the account(s) to which you direct payments to the City; or (iv) add other agencies, departments or sub-agencies within this governmental subunit ("Affiliated Agencies") to, or delete Affiliated Agencies from our use of the Services by specifying all such changes to GPS **in writing**. Any such changes will be subject to your acceptance and confirmation **in writing** and will require reasonable lead time to implement. For purposes of this paragraph, "in writing" shall mean via letter, email, or facsimile to the address included in this letter, or such other address as either of us may provide to each other.

The term of this Engagement Letter shall not exceed the term of the Master Contract, unless the City and your company agrees in writing to continue Services beyond such term. We further understand that we may cancel our participation in the Project and the Services, without cause or reason, upon 30 days advance written notice to you via the method defined in the Master Contract. We also agree to send a copy of any cancellation notice to the NCTCOG.

This Engagement Letter together with the Master Contract constitutes the complete agreement between your company and the City, supersedes any and all oral and written agreements between us relating to matters herein and may only be amended in a writing signed by both parties.

  
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Lee Pettle  
Mayor  
City of Parker  
Cc: North Central Texas Council of Governments