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PURCHASING AGENT
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COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is made and entered into as of the last date written below between the City of Lavon ("Lavon"), and Collin County, Texas ("Collin").

Both Lavon and Collin have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing.

Lavon and Collin are authorized by Section 271.102 of the Texas Local Government Code to pursue mutually beneficial and cooperative purchasing programs.

The Parties therefore agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide Lavon and Collin with additional purchasing options by satisfying the provisions of Section 271.102 of the Texas Local Government Code.

2. **Purchasing Procedure.**

2.1. **Designated Representative.** The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative").

2.2. **Vendor Agreement.** A party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

2.3. **Payments and Contract Monitoring.** Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall determine whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all costs of enforcement.

No Obligation. Execution of this Agreement does not obligate Lavon or Collin to make any purchase, to pay any membership fee or to otherwise incur any cost or obligation. In addition, in no event shall either Lavon or Collin be responsible to a vendor for payment of a purchase by the other party.

3. **Miscellaneous.**

- 3.1. **Duration.** This Agreement is effective on the date of the last signature below and shall automatically renew annually until terminated by either party.
- 3.2. **Termination.** Either party may terminate this Agreement, without cause or penalty, upon not less than thirty days written notice to the other party.
- 3.3. **Alteration.** This Agreement may not be altered, amended, or modified except with written agreement from both of the Parties.
- 3.4. **Governing Law and Venue.** This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations. If any action arises based on any provision of this Agreement, venue for such action shall lie in state or federal courts in accordance with the laws of the State of Texas.
- 3.5. **Interpretation.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
- 3.6. **Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.
- 3.7. **Agreement Execution and Authority.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but the same instrument. The undersigned officers or agents are authorized to execute this Agreement on behalf of the parties, and each party certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.
- 3.8. **Notice.** All notices, requests, demands, and other communications required or permitted under this Agreement must be in writing. Notice will be deemed received if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.
- 3.9. **Headings.** The headings in this Agreement are for reference purposes only and are not intended to affect the meaning or interpretation of the Agreement in any way.

EXECUTED this 21st day of March, 2018.

COLLIN COUNTY
2300 Bloomdale Rd.
McKinney, TX 75071

CITY OF LAVON
120 School Rd
Lavon, TX 75166

By: _____ By: [Signature]

Title: Purchasing Agent Title: Mayor
Michelyn Rains

Date: _____ Date: February 20, 2018

ATTEST:

City Administrator: [Signature]

APPROVED AS TO FORM:

Assistant City Attorney: Will Treviño



per court order:
2018-241-0349