

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN DENTON ISD AND THE CITY OF DENTON, TEXAS
(FILE 6151)**

STATE OF TEXAS

COUNTY OF DENTON

THIS AGREEMENT is made on the _____ day of _____, 2016, between the City of Denton, and Denton Independent School District (ISD); jointly referred to herein as “parties.”

WHEREAS, the respective parties are authorized by Local Government Code, Chapter 271, to enter into contracts and agreements for participation in cooperative purchasing programs; and

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purpose of Local Government Code, Chapter 271; and

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS, it is deemed in the best interest of all parties that said governments do enter into a mutually satisfactory agreement for the purchase of certain materials and supplies; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, the parties agree to designate a person to act under the direction of and on behalf of the parties in all matters relating to this agreement; and

WHEREAS, the parties agree to be responsible for a vendor’s compliance with provisions relating to the quality of items and terms of delivery to the extent provided herein;

NOW, THEREFORE, the parties hereto, inconsideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under Local Government Code, Chapter 271, promise and agree as follows:

I.
Purpose

The purpose of this Agreement is to authorize the parties' mutual participation in various contracts for the purchase of various goods and services. Participation in this cooperative program will be highly beneficial to the taxpayers of the participating parties through anticipated savings to be realized.

II.
Duration of Agreement

This Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

III.
Relationship of Parties

It is agreed that the parties, 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 party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any Supplier Agreement obtained in accordance with Texas law.

Parties shall notify all participating entities of available contracts to include terms of contract, commodity cost, contract names and addresses, and shall keep participating parties informed of all changes to the Cooperative Purchasing list of contracts.

Nothing in this agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this agreement individually and in its own behalf.

The City Manager, or his designee, is hereby designated as the official representative to act for the City of Denton in all matters relating to this agreement.

The Superintendent, or designee, is hereby designated as the official representative to act for Denton ISD in all matters relating to this agreement.

The parties agree to make payments directly to a vendor under this contract as provided herein.

The parties agree to be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery to the extent provided herein.

IV.
Purchase of Goods and Services

All products and services shall be procured in accordance with procedures governing competitive bids and competitive proposals, including, but not limited to, Texas Education Code, Subchapter B, Chapter 44.

The parties will be able to purchase from those contracts established by the other where notice has been given in the specifications and successful bidder has accepted terms for Cooperative Purchasing Agreements for local governments.

The parties hereto agree that the ordering of products and services through this agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly, or as deemed advantageous to both parties.

The parties agree to pay successful bidders or anticipating governments directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

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

In the event that any dispute arises between individual parties and a successful bidder, the same shall be handled by and between the participating party's governmental body and the bidder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers thereon the day and the year first above written.

DENTON ISD

CITY OF DENTON

By: Barbara Burns,
Board of Trustees President
Denton ISD

By: George C. Campbell
City Manager