



**FORT WORTH CITY SECRETARY**  
**CONTRACT NO. \_\_\_\_\_**

**COOPERATIVE PURCHASING AGREEMENT**

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into as of the date written below between the River Road I.S.D. (“RRISD”) and the City of Fort Worth, Texas (“Fort Worth”).

**WHEREAS**, both RRISD and Fort Worth 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; and

**WHEREAS**, RRISD and Fort Worth are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs.

**NOW, THEREFORE**, for and in consideration of the mutual obligations and benefits contained herein, RRISD and Fort Worth agree as follows:

**SECTION 1.** The purpose of this Agreement is to provide RRISD and Fort Worth with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

**SECTION 2.** 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”).

**SECTION 3.** At the request of the other party, 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.

**SECTION 4.** 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 have the responsibility of determining 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 cost of enforcement.

**SECTION 5.** This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

City of Fort Worth & River Road I.S.D.  
Cooperative Purchasing Agreement

**SECTION 6.** This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days written notice to the other party.

**SECTION 7.** 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.

**SECTION 8.** If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**SECTION 9.** 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.

**SECTION 10.** Execution of this Agreement does not obligate RRISD or Fort Worth to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

**SECTION 11.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**SECTION 12.** The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

**SECTION 13.** All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, 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.

City of Fort Worth & River Road I.S.D.  
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**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF FORT WORTH**  
1000 Throckmorton Street  
Fort Worth, Texas 76102

**RIVER ROAD I.S.D.**  
9500 US Highway 287 North  
Amarillo, TX 79108

By: \_\_\_\_\_  
Karen L. Montgomery

By: \_\_\_\_\_

Title: Assistant City Manager

Title: Board President

**APPROVED AS TO  
FORM AND LEGALITY:**

**ATTEST:**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Contract Authorization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marty Hendrix, City Secretary

\_\_\_\_\_  
Date

**PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK.NA.**

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, ("Effective Date"), by and between River Road ISD (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") each a national banking association.

**WITNESSETH:**

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of August 31, 2007 (the "Commercial Card Agreement") between City of Fort Worth (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

- 1. . Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.
- 2. . By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement as may be amended from time to time attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

- 3. . For purposes of calculating rebates, Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.
- 4. . Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza, Suite IL1-0199  
Chicago, IL 60670-0199  
Attn: Commercial Card Contracts Manager

To the Participant: River Road ISD  
\_\_\_\_\_  
9500 US Highway 287 North  
\_\_\_\_\_  
Amarillo TX 79108  
\_\_\_\_\_  
Attn: Mike Hodgson  
\_\_\_\_\_

- 5. . This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

By:

Name:

Title:

By:

Name:

Title:

Stacey Johnson

Board President

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By:

Name:

Kelly Venable

Title:

Board Secretary