

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN COUNTY OF KAUFMAN AND CITY OF MANSFIELD, TEXAS**

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into as of the date written below between the County of Kaufman, Texas and the City of Mansfield, Texas.

Pursuant to the authority granted by the “Texas Interlocal Cooperation Act”, Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in cooperation of the promises and mutual promises contained herein, agree as follows:

WHEREAS, Both Kaufman County and City of Mansfield have 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, this contract is made under the authority of Section 791.001-791.029 of the Texas Government Code; and

NOW, THEREFORE, for and in consideration of the mutual obligation and benefits contained herein, Kaufman County and City of Mansfield agree as follows:

Section 1. The Parties agree that each of the Parties shall respectively designate a person to under the direction of, and on the behalf of, the designating party (the “Designated Representative”).

Section 2. At the request of the other party, a party that enters into a contract with a vendor for goods and 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 terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Section 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 and services.

Section 3. Unless otherwise agreed between the Designated Representatives, payment for the 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 by not limited 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.

Section 4. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

Section 5. This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days notice to the other party.

Section 6. If an 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 Tarrant County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

Section 7. If any term or provision of this Agreement is held illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected hereby, 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 similar to the term of provision declares illegal, invalid or enforceable.

Section 8. Execution of this Agreement does not obligate either party to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost of obligation.

Section 9. The undersigned officers and/or agenda 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 10. All notices, requests, demand, 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 certified mail or email to the respective county representative set out below, or his/her designee.

KAUFMAN COUNTY:

CITY OF MANSFIELD:

Hal Richards
County Judge

Name:
Title:

Date Approved:_____

Date Approved:_____

Name:
City Secretary

APPROVED AS TO CONTENT:

Raylan Smith
Purchasing Agent

APPROVED AS TO CONTENT:

Gary Cardinale
Director of Budget and Purchasing