

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement (Agreement) is between the City of Austin (Austin), Texas (a home-rule Texas municipal corporation), and the City of Seattle (Seattle), Washington (a Washington State municipality) or individually referenced as "Agency".

In accordance with Revised Code of Washington Chapter 39.34, Seattle is authorized to enter into a governmental cooperative purchasing agreement with Austin. Pursuant to Texas Government Code Chapter 791, Austin may enter into a cooperative purchasing agreement with out-of-state municipalities such as Seattle, provided the governing body of each Agency authorizes this agreement.

Austin and Seattle agree to this cooperative governmental purchasing agreement that will permit each party to purchase various supplies, materials, equipment and routine, expert and/or consultant services, using the other party's competitively awarded contracts. The terms and conditions are listed below:

1. Each Agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
2. Each Agency is responsible for compliance with any additional or varying laws and regulations regarding purchases.
3. All purchases shall be effected by a purchase order from the purchasing Agency and directed to the vendor(s).
4. The originating contracting Agency does not accept responsibility or liability for the performance of any vendor used by the purchasing Agency as a result of this Agreement.
5. Each Agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement. Payment must be from current revenues appropriated and available to the paying Agency.
6. The term of this Agreement commences on the date of signature by authorized representatives of both Agencies (Effective Date) and shall automatically renew on each anniversary date unless terminated by either Agency.
7. This Agreement may be terminated for any reason by either Agency by providing thirty (30) days written notice of termination to the other Agency's representative at the address provided below. The notice of termination must be delivered by deposit in the U.S. Mail, certified, return receipt requested.

8. Neither Agency shall assign or transfer its rights under this Agreement.
9. If a term or provision of this Agreement is determined void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement remains effective to the extent permitted by law.
10. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the Agencies including the availability of the defense of governmental (sovereign immunity), nor to create any legal rights or claims on behalf of a third party.
11. This Agreement may not be amended unless the Agencies execute a written amendment.

Accepted for City of Austin, Texas:

Accepted for the City of Seattle:

By:_____

By:_____

Name:_____

Name: Nancy Locke

Title:_____

Title: City Purchasing Manager

Address:_____

Address:_____

Date:_____

Date:_____