

TEXAS INTERLOCAL PURCHASING COOPERATIVE
MASTER COOPERATIVE PURCHASING AGREEMENT

This **MASTER COOPERATIVE PURCHASING AGREEMENT**, is hereby established this **11th** day of **JUNE, 2020**, and administered by the **CITY OF AUSTIN, TEXAS**, together with an accompanying **PARTICIPATING ADDENDUM** (collectively, the “Agreement”) executed by their duly authorized representative, between those **LOCAL GOVERNMENTS** (“Members”) listed herein, for the purpose of participating in cooperative procurement opportunities and is to be known hereafter as the “**TEXAS INTERLOCAL PURCHASING COOPERATIVE.**”

RECITALS

WHEREAS, voluntary purchasing cooperatives between and among local government entities in the State of Texas have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, authorizes local governments to contract, to the greatest possible extent, with one another and agencies of the state; and

WHEREAS, Chapter 271 of the Texas Local Government Code, permits local governments to form purchasing cooperatives, to engage in cooperative purchasing for the benefit of all parties; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary goods and services; and

WHEREAS, cooperative purchasing results when a lead government establishes cooperative contracts, through required competition or as otherwise legally allowed, and makes these contracts available for use by participating governments that have entered into a cooperative agreement with the lead local government; and

WHEREAS, each participating government is independently responsible for executing their own contract based on the lead local government’s cooperative contract; issuing, receiving, inspecting and accepting their own orders; resolving their own contractual disputes, and making their own timely payment for invoiced amounts; and

WHEREAS, the goods and services purchased under this Agreement will serve a government function as defined by Texas Government Code Section 791.003(3); and

WHEREAS, this Agreement will serve these ends;

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TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the Members agree as follows:

1. Purpose.

The purpose of the Agreement is to streamline and simplify compliance with Texas Local Government Code, Ch. 791, by establishing a collective or master cooperative purchasing agreement, under Texas Government Code Chapter 271, in which parties ("Members") may authorize and access one-another's cooperative contracts, without needing to execute and maintain multiple interlocal agreements with each Member individually.

2. Name.

This Purchasing Cooperative shall be known as Texas Interlocal Purchasing Cooperative.

3. Administrator.

This Purchasing Cooperative shall be administered by the City of Austin, Texas, by their Purchasing Officer or duly authorized delegate.

4. Leadership Structure - Initial Term.

A. As this Purchasing Cooperative is forming, in the initial year of its existence but not later than September 30, 2021, the Administrator will establish a leadership structure and associated procedures to govern the activities of the Purchasing Cooperative going forward.

B. Until a new leadership structure and associated procedures are established, the Administrator will take any actions and make any changes necessary to preserve and promote the Purchasing Cooperative through this initial term.

5. Members.

A. In accordance with Texas Local Government Code, Ch. 271.102, Local Governments may join this Purchasing Cooperative. Members agree that other Local Governments may, at their discretion, join this Agreement and become Members of this Purchasing Cooperative.

B. The list of Members to this Agreement is included herein and shall be periodically updated by the Administrator. See Attachment A.

C. To join this Purchasing Cooperative, Local Governments must complete and authorize a Participating Addendum, the same or substantially similar to the Form included herein and submit it to the Administrator. See Attachment B.

D. Each Member represents and warrants that its governing body has duly authorized

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its participation in the Purchasing Cooperative and that the Member will comply with all state and local laws and policies pertaining to purchasing goods and services.

- E. Until a leadership structure is established, membership in the Purchasing Cooperative is limited to Local Governments formed under Texas statutes and physically located within the jurisdiction of the State of Texas.

6. Effective Date of Memberships.

The Agreement shall take effect upon the effective date of each respective Member's executed Participating Addendum.

7. Lead Cooperative Contracts.

A. As requested, Members shall provide information and access to those contracts in which they have included cooperative language and thereby making these lead cooperative contracts available for use by other Members.

B. Members making their lead cooperative contracts available to other Members, shall have no obligation or liability for any participating cooperative contracts established by other Members.

8. Participating Cooperative Contracts.

A. Members using a lead cooperative contract established by another Member, shall establish their own participating cooperative contract, inclusive of all applicable contents of the lead cooperative contract and any additional contents added by the Member, as agreeable to the contractor.

B. Members shall be solely responsible for the legal compliance, administration, interpretation, ordering, payments, liabilities, enforcement and remediation of their participating cooperative contracts.

C. Each Member shall pay for the performance of their cooperative contracts from current revenues available to the Member.

D. Members shall not create participating cooperative contracts to procure professional services as defined by Texas Government Code Chapter 2254.

9. Fees.

During the initial term of this Purchasing Cooperative, Members shall not assess any fees when their lead cooperative contracts are used by other Members, including fees assessed directly to Members and fees assessed to the contractor. After the initial term this provision is subject to change.

10. Term and Termination.

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- A. This Agreement shall remain in effect until participation has been terminated by all but two of the parties.
 - B. Upon providing reasonable notice to the Administrator, Members may terminate their participation in this Agreement and with it their membership at any time.
 - C. Upon providing reasonable notice to the Member, the Administrator may terminate a Member's participation in this Agreement for any material violations of this Agreement.
11. Amendment by Notice.
The Administrator may amend this Agreement, in accordance with later adopted procedures, provided that prior written notice is sent to the Members at least 60 days prior to the effective date of any change described in such amendment and provided that the Member does not terminate its participation in the Purchasing Cooperative before the expiration of the 60 days.
12. Jurisdiction/Venue.
This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
13. Limitation of Liability.
A. By entering this Agreement, Members do not waive their governmental or sovereign immunity from liability afforded under law.
- B. In regard to any lawsuit or formal adjudication arising out of this Agreement, Members shall not be liable to the other(s) for any special, incidental, consequential, or exemplary damages.
14. Notice.
Any written notice to the Purchasing Cooperative shall be addressed to the following:
- James Scarboro, Purchasing Officer
City of Austin
PO Box 1088
Austin, Texas 78767-1088
Phone: 512-974-2050 Email: james.scarboro@austintexas.gov
15. Entire Agreement.
This is the complete and entire Agreement, including Appendix A - B, between the Members with respect to the matters herein and supersedes all prior agreements and negotiations, if any.

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APPENDIX – A

The following **LOCAL GOVERNMENTS** have submitted completed **PARTICIPATING ADDENDA** and are recognized as Members of the **TEXAS INTERLOCAL PURCHASING COOPERATIVE**.

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APPENDIX – B

With this **PARTICIPATING ADDENDUM**, as of the effective date and as executed by their duly authorized representative, the **LOCAL GOVERNMENT** identified below hereby indicates itself as a party to the Agreement and a Member of the **TEXAS INTERLOCAL PURCHASING COOPERATIVE**.

LOCAL GOVERNMENT

EFFECTIVE DATE

(Local Government)

(Date)

AUTHORIZED REPRESENTATIVE

(Signature)

(Address)

(Name)

(Email)

(Title)

(Phone)

ADDITIONAL APPROVALS (as necessary)