

## **COOPERATIVE PURCHASING AGREEMENT**

This Cooperative Purchasing Agreement ("Agreement") is made and entered into as of the date written below between **Wise County** and **Lubbock County**.

**WHEREAS**, Both Wise County and Lubbock County 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**, Wise County and Lubbock County 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 obligation and benefits contained herein, Wise County and Lubbock County agree as follows:

**SECTION 1.** The purpose of this Agreement is to provide Wise County and Lubbock County 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 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 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 and 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 costs of enforcement.

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

**SECTION 6.** This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days 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 the state courts located in Lubbock County, Texas. 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 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 similar to the term or provision declared illegal, invalid or enforceable.

SECTION 10. Execution of this Agreement does not obligate Wise County or Lubbock County 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 county representative set out below, or his/her designee.

EXECUTED on this the 13<sup>th</sup> day of August 2012.

LUBBOCK COUNTY:

Thomas V. Head  
Tom Head  
County Judge

WISE COUNTY:

Bill McElhaney  
Bill McElhaney  
County Judge

ATTEST:

Kelly Pinion  
Kelly Pinion  
Lubbock County Clerk

REVIEWED FOR FORM ONLY:

R. Neal Burt  
R. Neal Burt, Chief  
Civil Division  
Lubbock County District Attorney Office

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