

## **COOPERATIVE PURCHASING AGREEMENT**

This Cooperative Purchasing Agreement (Agreement) is between the City of Austin (Austin), Texas (a home-rule Texas municipal corporation), and the University of Florida (a Florida public university) or individually referenced as “Agency”.

In accordance with Florida Statutes Chapter 163.01, the University of Florida is authorized to enter into a governmental cooperative purchasing agreement with the City of Austin. Pursuant to Texas Government Code Chapter 791, the City of Austin may enter into a cooperative purchasing agreement with out-of-state municipalities such as the University of Florida, provided the governing body of each Agency authorizes this agreement.

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties which will authorize each entity to purchase goods and services using the solicitations awarded by the other governmental entity and allow the Parties to realize savings when purchasing these items, and which will facilitate the Parties’ ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services.

Austin and the University of Florida 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 warrants that this Agreement has been authorized by their respective governing bodies.
2. 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.
3. Each Agency is responsible for compliance with any additional or varying laws and regulations regarding purchases.
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. 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.
6. Each Party shall designate a person to act on their behalf in all matters relating to the

cooperative purchasing program. Each party shall be responsible for awarding its own contract, issuing its own purchase orders, ordering the solicited goods and services for its own entity's use, and all communications with the vendor regarding such purchases.

7. Each party shall pay the vendor directly and on a timely basis for the purchase of goods and services in accordance with the terms and conditions of the solicitation and/or any contract, purchase order or other legal instrument between that party and the vendor and shall be solely liable to the vendor for such payment. Disputes between any party and any vendor shall be resolved by that party in accordance with applicable law.
8. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Parties.
9. 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.
10. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Travis County, Texas.
11. Neither Agency shall assign or transfer its rights under this Agreement.
12. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
13. 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.
14. This Agreement may be amended by the mutual written agreement of the Parties.

15. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

Accepted for City of Austin, Texas:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted for the University of Florida:

By: Kyle Lautenschlager

Name: Kyle Lautenschlager

Title: Procurement Agent III

Address: 971 Elmore Drive, Gainesville, FL 32607

Date: 03/25/2024

FOR CITY OF AUSTIN, APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.