

**COOPERATIVE PURCHASING AGREEMENT BETWEEN
AUBREY ISD AND THE CITY OF DENTON, TEXAS
(FILE 6514)**

STATE OF TEXAS COUNTY OF DENTON

THIS AGREEMENT is made on the ____ day of _____, 2017, between the City of Denton, and Aubrey Independent School District (ISD); jointly referred to herein as "parties."

WHEREAS, the respective parties are authorized by Local Government Code, Chapter 271, to enter into contracts and agreements for participation in cooperative purchasing programs;

And

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purpose of Local Government Code, Chapter 271; and

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS, it is deemed in the best interest of all parties that said governments do enter into a mutually satisfactory agreement for the purchase of certain materials and supplies; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, the parties agree to designate a person to act under the direction of and on behalf of the parties in all matters relating to this agreement; and

WHEREAS, the parties agree to be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery to the extent provided herein;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under Local Government Code, Chapter 271, promise and agree as follows:

I. Purpose

The purpose of this Agreement is to authorize the parties' mutual participation in various contracts for the purchase of various goods and services. Participation in this cooperative program will be highly

beneficial to the taxpayers of the participating parties through anticipated savings to be realized.

II. Duration of Agreement

This Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

III. Relationship of Parties

It is agreed that the parties, in receiving products and/or services specified in this agreement, shall act as an independent purchaser and shall have control of its needs and the manner in which they are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any Supplier Agreement obtained in accordance with Texas law.

Parties shall notify all participating entities of available contracts to include terms of contract, commodity cost, contract names and addresses, and shall keep participating parties informed of all changes to the Cooperative Purchasing list of contracts.

Nothing in this agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this agreement individually and in its own behalf.

The City Manager, or his designee, is hereby designated as the official representative to act for the City of Denton in all matters relating to this agreement.

The Superintendent, or designee, is hereby designated as the official representative to act for Aubrey ISD in all matters relating to this agreement.

The parties agree to make payments directly to a vendor under this contract as provided herein.

The parties agree to be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery to the extent provided herein.

IV. Purchase of Goods and Services

All products and services shall be procured in accordance with procedures governing competitive bids and competitive proposals, including, but not limited to, Texas Education Code, Subchapter B, Chapter 4.

The parties will be able to purchase from those contracts established by the other where notice has been given in the specifications and successful bidder has accepted terms for Cooperative Purchasing Agreements for local governments.

The parties hereto agree that the ordering of products and services through this agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly, or as deemed advantageous to both parties.

The parties agree to pay successful bidders or anticipating governments directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

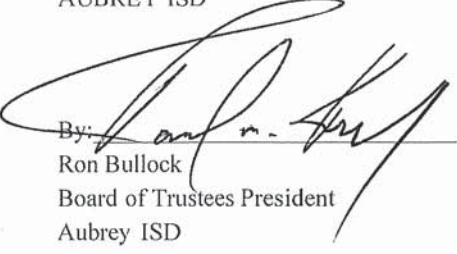
Parties do not warrant and are not responsible for the quality or delivery of products or services from successful bidder. The participating parties shall receive all warranties provided by successful bidder for the products or services purchased.

In the event that any dispute arises between individual parties and a successful bidder, the same shall be handled by and between the participating party's governmental body and the bidder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers thereon the day and the year first above written.

AUBREY ISD

CITY OF DENTON

By: 
Ron Bullock
Board of Trustees President
Aubrey ISD

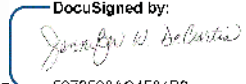
By: _____
Todd Hileman
City Manager

Date: _____

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, INTERIM CITY ATTORNEY

BY: 
5972538AC4584E9...

Certificate Of Completion

Envelope Id: 9A7C63F4A7CC4FEDB8E3894FEE9F740C

Status: Sent

Subject: City Council DocuSign Item - (6514) Cooperative Purchasing Agreement with Aubrey ISD

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Supplemental Document Pages: 0

Initials: 0

Rebecca Hunter

Certificate Pages: 6

AutoNav: Enabled

Payments: 0

rebecca.hunter@cityofdenton.com

Envelopeld Stamping: Enabled

IP Address: 129.120.6.150

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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Status: Original

Holder: Rebecca Hunter

Location: DocuSign

8/1/2017 7:15:34 AM

rebecca.hunter@cityofdenton.com

Signer Events

Signature

Timestamp

Rebecca Hunter

Completed

Sent: 8/1/2017 7:21:10 AM

rebecca.hunter@cityofdenton.com

Viewed: 8/1/2017 7:21:17 AM

Senior Buyer

Signed: 8/1/2017 7:22:33 AM

City of Denton

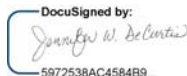
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Jennifer DeCurtis

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jennifer.decurtis@cityofdenton.com

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Deputy City Attorney

Signed: 8/1/2017 8:23:17 AM

City of Denton

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Julia Winkley

Sent: 8/1/2017 8:23:18 AM

julia.winkley@cityofdenton.com

Viewed: 8/1/2017 11:17:58 AM

Contracts Administration Supervisor

City of Denton

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Todd Hileman

todd.hileman@cityofdenton.com

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Accepted: 7/25/2017 9:02:14 AM

ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21

Jennifer Walters

jennifer.walters@cityofdenton.com

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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<p>Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Eric Hough ehough@aubreyisd.net Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.