

DENTON COUNTY
COMMISSIONERS COURT

01/12/2021

Month 21 Day 00 Year 310

Court Order Number

6. C.

THE ORDER:

Approval of the Cooperative Purchasing Agreement between the Sheriffs' Association of Texas and Denton County, Texas, and any appropriate action.

Motion by Marchant

Seconded by Edmondson

County Judge
Andy Eads

Yes X
Abstain ___
No ___
Absent ___

Commissioner Pct No 1
Ryan Williams

Yes X
Abstain ___
No ___
Absent ___

Commissioner Pct No 2
Ron Marchant

Yes X
Abstain ___
No ___
Absent ___

Commissioner Pct No 3
Bobbie J. Mitchell

Yes X
Abstain ___
No ___
Absent ___

Commissioner Pct No 4
Dianne Edmondson

Yes X
Abstain ___
No ___
Absent ___

Motion Carried 5-0-0

Other Action: Pulled from Consent ___ No Action ___ Postponed ___

BY ORDER OF THE COMMISSIONERS COURT:

ATTEST:

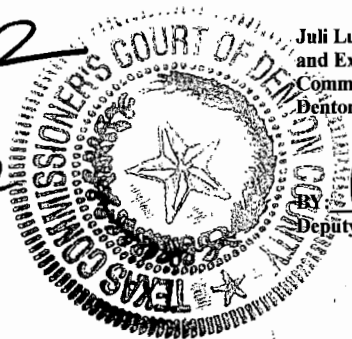
Andy Eads
Presiding Officer

APPROVED AS TO FORM:

John R. Webb
Assistant District Attorney

Juli Luke, County Clerk
and Ex-Officio Clerk of the
Commissioners Court of
Denton County, Texas

Juli Luke
Deputy County Clerk



MASTER COOPERATIVE PURCHASING AGREEMENT

This Master Cooperative Purchasing Agreement ("Agreement"), effective January 12, 2021, is made by and between the Sheriffs' Association of Texas, Inc. ("SAT"), a Texas non-profit corporation, and the Denton County, Texas ("End User"), a local government created under the laws of the State of Texas.

WITNESSETH

WHEREAS, SAT's Vehicle Procurement Program ("VPP") is a cooperative bid program where SAT solicits bids for vehicles to be purchased directly from vehicle vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the VPP is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, SAT will serve as the "Contract Administrator" in the solicitation of bids process. The purpose of the solicitation for bids is to identify the most suitable manufacturer's authorized dealer for the purchase of vehicles on a "no trade-in basis;" and

WHEREAS, the SAT Contract Administrator will award the bid to the lowest and best responsive bidder by specification and by manufacturer. The award will be determined by the price of the bid, qualifications based on a dealer's facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner;

NOW, THEREFORE, SAT and the End User agree as follows:

1.0 Responsibilities of the parties.

- 1.1 The SAT will identify, solicit, and invite interested vehicle vendors, including but not limited to vehicle manufacturers, dealers and certified representatives, to submit bids for vehicles.
- 1.2 The SAT will develop and provide all necessary solicitation, bid, and contract award documents which will enable End User to purchase vehicles directly from vendors at a competitive price.
- 1.3 The SAT will consult with the End User as needed in order to facilitate End User's purchase of vehicle through the VPP.

- 1.4 The SAT will prepare "solicitation for bid" documents in order to obtain price commitments from manufacturers and dealers for the sale of vehicles to End User.
- 1.5 The End User agrees to be bound by the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, which is attached hereto and incorporated by reference as if fully set forth herein.
- 1.6 The End User agrees to provide to the SAT all information and assistance requested by the SAT that is reasonably necessary to remain in compliance with the Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions.

2.0 **Compliance with Laws.** SAT and End User each represent and warrant to the other party that each has obtained all regulatory approvals and licenses necessary to enter into and perform under the terms and conditions of this Agreement. Further, the SAT and the End User represent and warrant to the other party that each is in compliance with all applicable laws and regulations and each party covenants to remain in compliance with such laws and regulations during the term of this Agreement.

3.0 **Term.** The term of this Agreement shall commence on the date set out above and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year.

4.0 **Termination.** This Agreement may be terminated by either party at any time without cause by written notice to the other party given at least ninety (90) days in advance of the effective date of termination.

5.0 **Trademarks and Copyrights.** The parties reserve the right to the control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party unless agreed to in this document. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address, and telephone number in connection with the other party's obligations hereunder.

6.0 **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address designated on the signature page of this Agreement.

7.0 **Independent Contractors.** The SAT and the End User are each acting as independent contractors under this Agreement and not as a partner, joint venture or employee of any other party to this Agreement. Each party shall be responsible for all taxes or similar charges payable with respect to any amounts received by such party under this Agreement. End User shall have no authority to bind SAT to any agreement or obligation. SAT shall have no authority to bind End User to any agreement or obligation. No party shall make any representations to the contrary.

The responsibilities of the SAT in administering the VPP are limited to those specified in the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, attached hereto and incorporated by reference as if fully set forth herein. This Agreement shall not create additional legal obligations for SAT beyond those specified in the attached Terms and Conditions.

8.0 **Amendments.** The parties reserve the right to amend or terminate this Agreement, as provided herein or as specified by amendment. All amendments or modifications to this Agreement must be mutually agreed to in writing by the End User and the SAT.

9.0 **Severability.** If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable, and of full force and effect.

10.0 **Waiver.** The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation set forth herein, shall not be construed as a waiver of any prior or subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.0 **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

12.0 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

13.0 **Assignment.** Neither party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other party approves of such assignment, subcontract, or delegation by prior written consent thereto.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.0 **Force Majeure**. The obligations of the SAT and the End User hereunder shall be excused during any period of delay or inability to perform caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after the parties use their best efforts to provide such products or services, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the parties to control.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the day and year shown on the first page.

Sheriffs' Association of Texas, Inc.
1601 S. Interstate 35
Austin, TX 78741-2503

Denton County, Texas
401 W. Hickory, Suite 324
Denton, TX 76201

Approval of the Cooperative Purchasing Agreement between the Sheriffs' Association of Texas and Denton County, Texas, and any appropriate action.

AGENDA PLACEMENT MEMO

DATE: January 6, 2021
TO: Commissioners Court
FROM: Scott Arledge, Director of Purchasing
SUBJECT: Cooperative Purchasing Agreement

REQUESTED ACTION/RECOMMENDATION

Approval of the Cooperative Purchasing Agreement between the Sheriffs' Association of Texas and Denton County, Texas, and any appropriate action.

BACKGROUND

The purpose of the attached agreement is to authorize the participation of Denton County in the procurement of various goods and services through the Sheriffs' Association of Texas. This cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. The Cooperative offers its members a unique and beneficial opportunity to purchase goods and services from contracts that meet State competitive bidding requirements. The agreement allows cooperative purchasing efforts to provide for contracts and vendor relationships to purchase supplies, materials, equipment or services as a result of the competitive bidding process exercised by a legally qualifying bidding agency.

OPERATIONS AND MAINTENANCE

The agreement enables the Denton County Purchasing Department to procure various goods and services at a substantially reduced price for County Departments.

LEGAL INFORMATION

Denton County is authorized to enter into, amend, enforce, and terminate agreements. The agreement is in compliance with the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

FINANCIAL IMPACT

Funding for the purchase of the various goods and services shall come from the requesting County Department and its adopted budget.

PROJECT SCHEDULE

The attached agreement shall become effective upon execution and shall remain in full force and effect until notice of termination is given by either party as set forth in the agreement.

PRECEDING COURT ACTION

N/A



Denton County

Courthouse on the Square
110 W. Hickory St
Denton, TX 76201

Request for Agenda Placement and Approval Flow

Drafter: laura.medcafe@dentoncounty.com

Requested Agenda Date: 01/12/2021

Department: Purchasing

Grouping: Purchasing

Short Title: Cooperative Purchasing Agreement between the Sheriffs'
Association of Texas and Denton County

Agenda Number: 6. C.

Specific Agenda Wording

Approval of the Cooperative Purchasing Agreement between the Sheriffs' Association of Texas and Denton County, Texas, and any appropriate action.

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/6/2021	Kimberly Stallo - FYI	Notified - FYI	
1	2	1/6/2021	Laura Medcafe - FYI	Notified - FYI	
1	3	1/6/2021	Jennifer Harbour - FYI	Notified - FYI	
1	4	1/6/2021	Scott Arledge	Approve	1/13/2021
1	5	1/7/2021	Commissioners Court	Approve	1/13/2021

Emailed to Laura
1.14.21

Return to
Laura Metcalf
in Purchasing
Thx. OK