COOPERATIVE PURCHASING AGREEMENT

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

and terms of delivery, and shall be responsible for enforcement of its contract against the

SECTION 6. This Agreement may be terminated by either Party, without cause or penalty, upon not less than thirty days written notice to the other Party.

vendor, including all cost of enforcement.

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 state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. 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 to be 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 as similar as possible to the term or provision declared illegal, invalid or unenforceable.

SECTION 10. Execution of this Agreement does not obligate ______ or Fort Worth 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 city representative set out below, or his/her designee.

AGREE AND EXECUTED:

CITY OF FORT WORTH 200 Texas Street Fort Worth, Texas 76102

[CITY/COUNTY NAME & ADDRESS]

By:	By:
Title: <u>Assistant City Manager</u>	Title:
Date:	Date:
APPROVED AS TO FORM AND LEGALITY:	
Assistant City Attorney	, <u>Attorney Title</u>
M&C: N/A Contract Authorization	Contract Authorization
Jannette Goodall, City Secretary	, City/County Secretary