

**CHRISTIAN COUNTY AND JOHNSON COUNTY
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

THIS AGREEMENT is entered into by and between Johnson County, Missouri, a political subdivision of the State of Missouri, and Christian County, Missouri, a political subdivision of the State of Missouri by and through the powers of each party's respective County's Commissioners.

WHEREAS, Article VI, Section 16 of the Missouri Constitution and Section 70.210 and 70.220, RSMo (2010) authorize governments to cooperate and contract with one another in various matters including combined competitive bidding procedure, to acquire goods and services from the lowest and best bidder; and

WHEREAS, both parties desire to cooperate with each other for the purpose of acquiring goods and services, in accordance with the competitive bidding requirements set forth in Section 50.660 RSMo., and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs; and

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and vendors to perform governmental functions and services, including the purchase of goods and services pursuant to Missouri Attorney General opinion NO. 28-86; and

WHEREAS, the parties to desire to contract with vendors under the terms of this cooperative purchasing agreement provided the awarded vendor agrees to the cooperative language with said contracts; and

WHEREAS, no financial obligation will exist between the two political subdivisions due to said contracts.

NOW, THEREFORE, the parties agree as follows:

1. The "WHEREAS" clauses stated above are incorporated herein by reference.
2. Use of Bid, Proposal, or Price Agreement
 - a. "Procuring Party" is defined as either Johnson County, Missouri or Christian County, Missouri which is a participant of this agreement who seeks to purchase goods or services from a vendor which was awarded a contract by one of the parties to this agreement subsequent to the completion of all applicable solicitation and procurement requirements set forth in Section 50.660 RSMo.
 - b. Each procuring party shall be solely responsible for their own purchase of goods and services under this agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring part.
 - c. The procuring party shall not use this agreement as a method of obtaining additional concessions or reduced prices for similar goods and services outside the scope of this Intergovernmental Cooperative Agreement.
 - d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
 - e. The cooperative use of bids, proposals, or price agreements obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, proposal, or price agreement, including the awarded vendor agreeing to the cooperative language in said contract that was awarded, which will allow the other party to elect to purchase goods or services from the vendor at the same price and terms.
3. Payment Obligations: A procuring party will make timely payments to vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring

party. Disputes between procuring party and vendor shall be resolved in accordance with the law and venue rules of the state of Missouri.

4. Commencement Date: This Agreement shall take effect after execution of the Intergovernmental Cooperative Purchasing Agreement by representatives of each participating party.
5. Termination of Agreement: This Agreement shall remain in effect until terminated by a party giving 30 days written notice to the other procuring party.
6. Entire Agreement: This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.
7. Changes and Amendments: This Agreement may be amended only by written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
8. Severability: All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE COUNTY CLERK OF THE PARTY'S COUNTY.

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of Christian County, Missouri ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating the purchase of goods and services that from time to time are made available by a participating party and a Vendor awarded a contract after satisfying the competitive bidding requirements of Section 50.660 RSMo., and the vendor agreement to be bound by this Intergovernmental Cooperative Purchasing Agreement with regard to the pricing and sale of goods or services to the participating parties.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Party and that the non-participating party shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or the other Participating Party. Upon award of a contract, the Vendor shall deal directly with the Participating Party concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is duly authorized to sign this Participating Agency Endorsement and Authorization.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 6th day of February, 2025 at Christian County, Missouri.

DATED: 1-6-25 Lynn Morris
Lynn Morris, Presiding Commissioner

DATED: _____ Absent
Johnny Williams, Western Commissioner

DATED: 1-6-2025 Bradley Jackson
Bradley Jackson, Eastern Commissioner

Attested By: N. Austin Fax

APPROVED AS TO FORM:
N. Austin Fax, Attorney at Law
901 St. Louis St 20th Floor
Springfield, MO 65806 Phone:
417-866-7777 Ext. 253 Fax: 417-866-1752



Attested by: Paula Brumfield
Paula Brumfield
County Clerk

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

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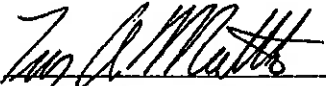
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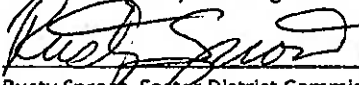
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 29 day of

January, 2025 at Johnson County, Missouri.

DATED: 1-28-25


Troy A. Matthews, Presiding Commissioner

DATED: 1-28-25


Rusty Sproat, Eastern District Commissioner

DATED: 1-28-25


Charles Kavanaugh, Western District Commissioner

Attested By: 
Diane Thornton
County Clerk

