



# GOVMVMT

## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies who register to participate in the GovMVMT Purchasing Cooperative (“Participating Public Agencies”).

### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into awarded agreements (“Master Agreements”) with Lead Public Agencies to provide a variety of goods, products and services (“Products and Services”) to the applicable Lead Public Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Lead Public Agencies through GovMVMT Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

**WHEREAS**, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

**WHEREAS**, the parties hereto desire to conserve resources and reduce procurement cost; and

**WHEREAS**, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. Each party will facilitate the cooperative procurement of Products and Services.
2. The Participating Public Agency shall ensure that the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, and “safe harbor” regulations that govern the Participating Public Agency’s procurement practices.

3. The cooperative use of Master Agreements obtained by a Participating Public Agency shall be in accordance with the terms and conditions of the applicable Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
5. The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar Products or Services. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions of the Participating Public Agency.
8. This Agreement and Master Agreements are made by and between Lead Public Agencies, Contract Suppliers, and Participating Public Agencies, as applicable. As such, GovMVMT shall no liability and expressly disclaim all express or implied representations and warranties regarding any Master Agreements, including any terms, conditions, Products and Services of said Master Agreements. The Participating Public Agency hereby releases GovMVMT of any and all claims arising from any Master Agreement or the Participating Public Agency's participation in GovMVMT, including any acts or omissions by a Contract Supplier or Lead Public Agency.
9. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
10. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.
11. The Agreement shall be effective after execution of the Lead Public Agency Certificate by the Lead Public Agency and the completed registration of the Participating Public Agency with GovMVMT.

Should any portion of this Agreement be declared or determined by any court to be illegal, invalid or unenforceable, the illegal, invalid, or unenforceable portion of this Agreement shall be interpreted as narrowly as possible and shall be deemed stricken and severed from this Agreement, and all other parts, terms, provisions, and portions of this Agreement shall remain unaffected and shall be given full force and effect.

**EXHIBIT E**  
**LEAD PUBLIC AGENCY CERTIFICATE**

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Virginia Beach City Public Schools has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

  
\_\_\_\_\_  
Carla Smith (Sep 5, 2023 17:51 EDT)

*Authorized Signature, Lead Public Agency*

**Carla Smith**

\_\_\_\_\_  
*(Printed Name)*

**Procurement Director**

\_\_\_\_\_  
*(Title)*

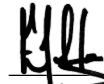
**Sep 5, 2023**

\_\_\_\_\_  
*(Date)*

**EXHIBIT E**  
**LEAD PUBLIC AGENCY CERTIFICATE**

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, University of North Florida has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.



\_\_\_\_\_  
*Authorized Signature, Lead Public Agency*

Eric Dickey

\_\_\_\_\_  
*(Printed Name)*

Chief Procurement Officer

\_\_\_\_\_  
*(Title)*

02/01/2023

\_\_\_\_\_  
*(Date)*

**EXHIBIT E**  
**LEAD PUBLIC AGENCY CERTIFICATE**

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Auburn University has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.



\_\_\_\_\_  
*Authorized Signature, Lead Public Agency*

Courtney Raville

\_\_\_\_\_  
*(Printed Name)*

Director, Strategic Business Operations

\_\_\_\_\_  
*(Title)*

09/13/2023

\_\_\_\_\_  
*(Date)*

**EXHIBIT E**  
**LEAD PUBLIC AGENCY CERTIFICATE**

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, The University of Alabama has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature, Lead Public Agency

Kevin R. Stevens  
(Printed Name)

Exec. Dir. Procurement  
(Title)

11/1/23  
(Date)

**EXHIBIT E**  
**LEAD PUBLIC AGENCY CERTIFICATE**

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Olathe Public Schools, KS has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.



\_\_\_\_\_  
*Authorized Signature, Lead Public Agency*

Scott Carpenter

\_\_\_\_\_  
*(Printed Name)*

Asst. Director of Business & Finance

\_\_\_\_\_  
*(Title)*

October 1, 2022

\_\_\_\_\_  
*(Date)*

**EXHIBIT E**  
**LEAD PUBLIC AGENCY CERTIFICATE**

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Fairfax County, Virginia has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

DocuSigned by:  
*Lee Ann Pender*  
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Authorized Signature, Lead Public Agency

Lee Ann Pender

(Printed Name)

Acting Director

(Title)

2022 April 4 | 09:04:46 EDT

(Date)