

STATE OF LOUISIANA

PARISH OF CADDO

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF SHREVEPORT
AND
THE BATON ROUGE FIRE DEPARTMENT**

This Agreement, is made and entered into on this _____ day of _____ 20____ by and between the City of Shreveport (hereinafter sometimes referred to as the "City"), a political subdivision of the State of Louisiana, represented herein by Adrian D. Perkins, its Mayor, and the Baton Rouge Fire Department, represented herein by the undersigned, duly authorized to act herein, who declare as follows:

WHEREAS, La R.S. 38:2212.1(F) authorizes both the City of Shreveport and the Baton Rouge Fire Department into a cooperative purchasing agreement pursuant to the Louisiana Procurement Code La R.S. 39:1701, et seq; and,

WHEREAS, the City of Shreveport and the Baton Rouge Fire Department desire to enter into a cooperative purchasing agreement under the terms of a contract the City of Shreveport entered into under the terms of RFP No. 19-817.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City of Shreveport and the Baton Rouge Fire Department agree as follows:

1. Purpose. The purpose of this Cooperative Purchasing Agreement is to allow the Baton Rouge Fire Department to procure bunker gears on the City of Shreveport RFP 19-817, tentatively awarded on July 31, 2019.
2. Indemnification. Throughout the term of this Cooperative Purchasing Agreement, an employee of Baton Rouge Fire Department or City, no matter what services may be performed under said Agreement, shall remain an employee of Baton Rouge Fire Department or City respectively. The Baton Rouge Fire Department agrees to indemnify, defend and hold City harmless from and against any and all losses, damages, judgments, expenses or other liabilities whatsoever, including, but not limited to judgment value, interest, attorney's fees, court costs and related costs of defense arising out of or in any way connected with claims for loss of use, data breach, personal injury, death, property damage, or contractual liability, that may be asserted against City, by any party or parties which arise or allegedly arise out of application of this Agreement, or the fault or the negligence of the Baton Rouge Fire Department employees, agents, or representatives.
3. Limitation of liability. In no event shall City or its officers, agents, employees or representatives) be liable for any damages whatsoever (including, without limitation: consequential, incidental, indirect, special, economic, punitive or similar damages, or damages for loss of business profits, loss of goodwill, business interruption, computer/equipment failure or malfunction, loss of business information or any and all other commercial or pecuniary damages or losses) arising out of the use of or inability to use the procured equipment, however caused and on any legal theory of liability (whether

in tort, contract or otherwise), even if City has been advised of the possibility of such damages, or for any claim by any other party.

4. Assignability. The parties herein shall not assign any interest in this Agreement and shall not transfer any interests without the prior written consent of all parties to this Agreement.
5. Compliance With Laws. The Baton Rouge Fire Department and City and their employees shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this Agreement.
6. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason to be held to be invalid, illegal, or unenforceable in any respect, such invalidity illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid illegal or unenforceable provision had never been contained in this Agreement.
7. Amendments. No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of the Baton Rouge Fire Department and City, which shall be the Baton Rouge Fire Chief and the Mayor of the City of Shreveport, or their designees as authorized in writing, and by their signature.
8. Term. This Agreement shall be indefinite and in perpetuity unless the conditions of this Agreement are violated. However, the Baton Rouge Fire Department or City may terminate this Agreement with or without cause and without penalty, upon thirty days written notice to the Mayor of the City of Shreveport at the address provided herein or to the Baton Rouge Fire Chief at the address provided herein. Upon termination, any outstanding sums due either party pursuant to performance of this contract shall be paid within thirty (30) days of receipt of invoice.

WITNESSES:

CITY OF SHREVEPORT

(1) _____

ADRIAN D. PERKINS, MAYOR

Print: _____

(2) _____

Print: _____

Baton Rouge Fire Department

(1) _____

Print: _____

Print: _____

(2) _____

Print: _____