

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
FORMS AND SURFACES, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Forms and Surfaces, Inc., (the "Vendor"). The City and the Vendor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. After a competitive procurement process, Omnia ("Omnia") entered into Contract #07-90 dated September 1, 2022 (the "Omnia Contract"), for the Vendor to provide Indoor/Outdoor Furniture. The Sourcewell Contract is incorporated herein by reference as though fully set forth, to the extent not inconsistent with this Agreement.

B. The City is permitted to purchase such products and services under the Omnia Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the Omnia Contract permits its cooperative use by other public entities, including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Omnia Contract and this Agreement, and (ii) establishing the terms and conditions by which the Vendor may provide the City with Indoor/Outdoor Furniture as more particularly set forth in Section 2 below (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect until the end of the term of the Contract, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Vendor shall provide the Services as set forth in the Omnia Contract.

3. Work Authorization/E-verify. Pursuant § 285.530, RSMo., if this Agreement exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation

must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

4. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

5. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri and suit pertaining to this Agreement may be brought only in courts in Jackson County, Missouri.

6. Anti-Discrimination Against Israel Act. If this Contract has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

7. Rights and Privileges. To the extent provided under the Omnia Contract, the City shall be afforded all of the rights and privileges afforded to Omnia and shall be the "County" (as that term is defined in the Omnia Contract) for the purposes of the portions of the Omnia Contract that are incorporated herein by reference.

8. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 7 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Omnia, to the extent provided under the Omnia Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

In addition to the insurance requirements set forth in the Omnia Contract, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you."

9. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 3<sup>rd</sup> day of June, 2024 ("Effective Date").

**CITY OF LEE'S SUMMIT**

**Forms and Surfaces, Inc.**

\_\_\_\_\_  
Mark Dunning, City Manager

Date -----

**ATTEST:**

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Edward Rucker,  
Chief Counsel of Management and Operations

By Deron Thompson \_\_\_\_\_

Print Name : Deron Thompson \_\_\_\_\_

Title : Sr Director, Commercial Programs \_\_\_\_\_

Date : 06/03/24 \_\_\_\_\_