



CO-OPERATIVE PURCHASE AGREEMENT NO. 5709

Agenda Management Software

THIS **Agenda Management Software Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Carahsoft Technology Corporation ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

1. **Co-operative Agreement.** Contractor shall provide Agenda Management Software in accordance with its agreement DIR-TSO-4288 (the "Cooperative Agreement"), which is incorporated by reference into this Agreement as if fully set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this terms and conditions of this Agreement shall govern to the extent allowed by the Cooperative Agreement.
2. **Scope.** Contractor's shall ensure that its Agenda Management Software conforms to the requirements in the attached Statement of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
3. **Term.**

(A) The term of this Agreement is one year beginning on May 1, 2024, and continuing through April 30, 2025.

(B) The parties may mutually agree to renew this Agreement for up to two additional one-year periods (each, an "Option Period"), provided: (i) the Cooperative Agreement either continues in full force and effect or, alternately, has been replaced by a successor co-op agreement with Contractor providing the same software and such replacement co-op agreement is valid on the beginning date of each Option Period; (ii) the same software product continues in active use by the City and has not been replaced by a different product; (iii) the pricing for each Option Period conforms to the language in section 4 below; and (iv) sufficient current funding has been appropriated by the City to provide for the continuation of this Agreement. Furthermore, following the conclusion of the second one-year Option Period, the parties may agree to auto-renew this Agreement for continuing one-year periods so long as the conditions required above in subparts (i) – (iv) are met and neither party has terminated this Agreement. For the avoidance of doubt, because the parties contemplate undertaking a software upgrade to OneMeeting prior to the end of the initial term year, the reference in subpart (ii), above, to "same software" pertains to either the current version of the software in use as of the date of execution of this Agreement or to the upgraded version, as may be applicable.

(C) The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriation and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether to fund this Agreement. The City does not represent that a budget item providing for this Agreement will be adopted, as said determination is within the City Council's sole discretion when adopting each annual budget.

- 4. Compensation and Payment.** This Agreement is for \$100,429.83, subject to execution of one or more written amendments executed by the parties. All pricing for the initial term must be in accordance with the attached Pricing Quotation, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The pricing for each Option Period must conform to the amounts shown in Attachment B, or the amounts stated in an eligible renewal of DIR-TSO-4288, or the amounts stated in a successor co-op agreement, whichever amount is lowest. Pricing for any continuing one-year auto-renewals of this Agreement must also be in accordance with the foregoing sentence and subject to sufficient appropriation of the necessary amount. Invoices must be mailed to the following address:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, TX 78469-9277

- 5. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Information Technology Department
Attn: Holly Houghton, Deputy Director of Information Technology
1201 Leopard St., Corpus Christi, TX 78401
Phone: 361.826.3753
Fax: 361.826.4342

IF TO CONTRACTOR:

Carahsoft Technology Corporation
Attn: Danielle Edwards, Account Manager
11493 Sunset Hills Road., Suite 100, Reston, VA 20190
Phone: 703.871.8500
Fax: 703.871.8505

6. Entire Agreement. This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance – Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Pricing Quotation

Incorporated by Reference Only:

Co-operative Agreement: DIR-TSO-4288