**COOPERATIVE PURCHASING AGREEMENT**

**BY AND BETWEEN**

**MAYOR AND CITY COUNCIL OF BALTIMORE**

**AND**

**CONTRACTOR’S LEGAL NAME**

 **THIS COOPERATIVE PURCHASING AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 20\_\_ by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE,** a Maryland municipal corporation, acting through its Bureau of Purchases (“City”) and **CONTRACTOR’S LEGAL NAME**, a corporation / limited liability company formed/registered and in good standing in the State of Maryland (“Contractor”). The City and the Contractor may each be referred to individually as a “Party,” or collectively referred to as the “Parties,” in this Agreement.

**RECITALS**

 **WHEREAS,** the insert name of procuring party that the City intends to “piggyback” on, for example: *State of Maryland, acting through its Department of Information Technology (“the State”)* and the Contractor entered into an Agreement insert identification of agreement that the City intends to contract under, for example *approved by the Maryland Board of Public Works on October 17th, 2012 as described in* ***Exhibit A*** *(“Underlying Contract”)*, whereby the Contractor shall provide insert description of the services); and

 **WHEREAS**, in accordance with the Underlying Contract, and pursuant to §13-110 (c)(1) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-State of Maryland governments or agencies, such as the City, may purchase from the Contractor goods or services covered by the Underlying Contract at the same prices chargeable to the State; and

 **WHEREAS**, the City has determined that its participation in the Underlying Contract would provide a cost savings in purchase price or administrative burden in accordance with §13-110(e) (1) of the State Finance and Procurement Article; and

**WHEREAS,** the City and Contractor now wish to enter into the instant Cooperative Purchasing Agreement to obtain insert description at the same price chargeable to the State under the Underlying Contract while incorporating the applicable City legal requirements; and

 **WHEREAS,** both parties believe that it is beneficial to their interests to enter into this Agreement.

 **NOW THEREFORE,** in consideration of the foregoing and the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Underlying Contract shall be modified as follows as between the Parties:
	* 1. Insert the customized modifications.
2. The Recitals are incorporated herein.
3. All other terms and conditions of the Underlying Contract shall remain in full force and effect.

(**the remainder of this page intentionally left blank)**

 **IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement the day and year first above written.

**ATTEST MAYOR AND CITY COUNCIL OF BALTIMORE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Custodian of City Seal , City Purchasing Agent

**WITNESS CONTRACTOR’S LEGAL NAME**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**APPROVED FOR FORM AND APPROVED BY THE BOARD OF LEGAL SUFFICIENCY ESTIMATES**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assistant City Solicitor Clerk Date

Being the last page of the Cooperative Purchasing Agreement by and between the Mayor and City Council of Baltimore and the Contractor.