

## FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into EFFECTIVE \_\_\_\_\_, by and between CITY OF FRESNO, a California municipal corporation (City), and DELL MARKETING, L.P., (Vendor).

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for materials, supplies, equipment, and public work of improvement. The City is allowed to piggyback an existing government agency's agreement, under Fresno City Charter 1208. The parties agree the Vendor was the lowest responsive and responsible bidder for Invitation for Bid (IFB) issued by the State of Minnesota. The IFB is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the Vendor has entered a Cooperative Purchase Contract with the State of Minnesota (Original Government Contract).

2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

3. City's Obligation. City shall make to the Vendor those payments described in **Exhibits A and B**, subject to all the terms and condition contained or incorporated herein

4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:

- a) City's Insurance and Indemnity provisions attached as **Exhibit C**.
- b) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B**, the Vendor agrees that notices and invoices will be sent to:

City of Fresno  
Attention: Rachel Archer  
2600 Fresno Street, Room 1059  
Fresno, CA 93721  
Phone: (559) 621-7138  
FAX: (559) 457-1045

- c) Notwithstanding anything in **Exhibits A and B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the

laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

**[Signatures follow on the next page.]**

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Melissa Perales, Purchasing Manager  
General Services Department

No signature of City Attorney required.  
Standard Document **#GSD-S Formal  
Cooperative Purchase Agreement  
(10-2022)** has been used without  
modification, as certified by the  
undersigned.

By: \_\_\_\_\_  
Dyan Ayala  
Procurement Specialist

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy \_\_\_\_\_ Date \_\_\_\_\_

Addresses:  
CITY  
City of Fresno  
Attention: Rachel Archer  
2600 Fresno Street, Room 1059  
Fresno, CA 93721  
Phone: (559) 621-7138  
E-mail: rachel.archer@fresno.gov

Attachments:  
Exhibit A - Invitation For Bids  
Exhibit B - Original Government Contract  
Exhibit C - City's Insurance and Indemnity

Dell Marketing LP

DocuSigned by:  
*Alex Medrano* 10/4/2023  
By: \_\_\_\_\_  
E28871AE6ED2460...  
Name: Alex Medrano

Title: Senior Legal Counsel  
(If corporation or LLC., Board Chair,

DocuSigned by: *Ana Pitti* 10/4/2023  
By: \_\_\_\_\_  
A7B30E44923644F...  
Name: Ana Pitti

Title: Paralegal Senior Analyst  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

Vendor:  
Dell Marketing LP  
Attention: Chris Mak  
One Dell Way, Mail Stop 8129  
Round Rock, TX 78682  
Phone: (800) 456-3355, 6182369  
E-mail: Christopher\_Mak@Dell.com