



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145370

PAGE 1 OF 8

DATE: 6/3/2025

**SUBJECT: CONSIDERATION OF MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT AND PUBLIC AGENCY
REBATE AGREEMENT BETWEEN AXIA COOP LLC AND TARRANT
COUNTY FOR COOPERATIVE PURCHASING OF GOODS AND
SERVICES**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Master Intergovernmental Cooperative Purchasing Agreement and Public Agency Rebate Agreement between Axia COOP LLC ("Axia Cooperative") and Tarrant County for Cooperative Purchasing of Goods and Services.

BACKGROUND

Periodically, Tarrant County enters into Cooperative Purchasing Interlocal Agreements with various other political entities in accordance with the Texas Intergovernmental Cooperation Act, Chapter 791, Texas Government Code. The agreements allow those entities to purchase goods and services under existing Tarrant County annual contracts.

Therefore, the attached agreements are being presented to the Commissioners Court for approval and signature. After the Court's approval, the signed agreements will be forwarded to Axia COOP LLC for their final approval and signature.

The Criminal District Attorney's Office reviewed the Agreements as to form.

FISCAL IMPACT

There is no fiscal impact associated with this item.

SUBMITTED BY	Purchasing	PREPARED BY:	Tara West
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

Axia Cooperative

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Lead Procurement Agency Certificate (“**Lead Procurement Agencies**”) with Axia Coop LLC (“**Axia Cooperative**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing program administered by Axia Cooperative by either registering on a Axia Cooperative website (www.axiacoop.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Lead Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the Axia Cooperative and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
4. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
5. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement will make timely payments to the distributor, manufacturer, or other vendor

(collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

6. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOPERATIVE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT OR MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT AXIA COOPERATIVE SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
10. This Agreement shall take effect upon (i) execution of the Lead Procurement Agency Certificate, or (ii) the registration on the Axia Cooperative website or the execution of this Agreement by a Participating Public Agency, as applicable.

PARTICIPATING PUBLIC AGENCY

AXIA COOP LLC

Signature

Signature

Name

Ken Heckman

Name

Title

Chief Executive Officer

Title

Date

Date



AXIA COOPERATIVE PARTICIPATING PUBLIC AGENCY REBATE AGREEMENT

This Rebate Agreement (“Agreement”) is hereby entered into by and between **Tarrant County** (“Procuring Agency”) and Axia Coop LLC, a Tennessee limited liability company (“Axia Cooperative” or “Axia”).

Procuring Agency, as a participating member of Axia’s cooperative purchasing program, is eligible to purchase products and services (“Products”) under cooperative master agreements awarded through Axia Cooperative (each, a “Master Agreement”), by and between the applicable lead public agency (each, a “Lead Agency”) and the awarded supplier (each, a “Supplier”). Notwithstanding the foregoing, only those Master Agreements expressly identified in Exhibit A shall be eligible for rebate payments under this Agreement. Exhibit A may be amended from time to time upon the mutual written consent of the parties to reflect changes in rebate-eligible Master Agreements. Participation in any Master Agreement remains voluntary and at the sole discretion of the Procuring Agency.

In connection with its collection of an administrative fee attributable to the Master Agreements, Axia Cooperative shall make an annual rebate payment (the “Rebate”) to Procuring Agency. The Rebate for the Procuring Agency shall equal 0.100% of Contract Sales (as defined below) of Products purchased by Procuring Agency under the rebate-eligible Master Agreement(s) listed in Exhibit A during each twelve (12)-month period beginning July 1 and ending June 30 (each, a “Rebate Year”). Only Contract Sales occurring on or after the first day of the calendar month immediately following the Effective Date of this Agreement, with respect to the initial Master Agreement(s) listed in Exhibit A, and on or after the first day of the calendar month following the effective date of any subsequent amendment to Exhibit A, with respect to any added Master Agreement(s), shall be eligible for a Rebate.

For purposes of this Agreement, “Contract Sales” shall mean the aggregate gross sales of Products by the applicable Supplier(s) listed in Exhibit A to Procuring Agency only, less any applicable discounts, rebates, credits, product returns, and taxes. No sales attributable to any other participating agency shall be included in Contract Sales for purposes of calculating the Rebate.

The Rebate for each Rebate Year shall be remitted to Procuring Agency no later than forty-five (45) days following the end of such Rebate Year, provided that Axia Cooperative has received all applicable amounts due from the Supplier(s) for the applicable period. Each Rebate payment shall be accompanied by a remittance report, attached hereto as Exhibit B, detailing the calculation of the Rebate for the applicable Rebate Year.

The Procuring Agency represents and warrants that its receipt of the Rebate complies with federal, state and local law, including but not limited to any and all state-specific procurement laws.

This Agreement shall commence on the ____ day of _____, 2025 (“Rebate Effective Date”) and shall remain in effect for the full term and any renewal periods, as applicable, of the rebate-eligible Master Agreement(s) listed in Exhibit A. Either party may terminate this Agreement upon thirty (30) days’ prior written notice.

Rebates shall be remitted in accordance with the details provided in Exhibit C – Rebate Remittance Form.

Signature Page

PROCURING AGENCY

AXIA COOPERATIVE

Signature

Signature

Name

Johnny Heckman

Name

Title

Co-Founder & Chief Operating Officer

Title

Date

Date

SIGNED AND EXECUTED this _____ day of _____, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:



Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Master Intergovernmental Cooperative Purchasing Agreement and Public Agency Rebate Agreement between Axia COOP LLC and Tarrant County for Cooperative Purchasing of Goods and Services

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.



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AXIA COOPERATIVE

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Johnny Heckman

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Co-Founder & Chief Operating Officer

Title

Date

Date

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

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Criminal District Attorney's Office

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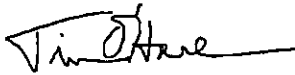
Yes _____ No √

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Consideration of Master Intergovernmental Cooperative Purchasing Agreement and Public Agency Rebate Agreement Between Axia COOP LLC and Tarrant County for Cooperative Purchasing of Goods and Services

SIGNED AND EXECUTED this 3 day of June, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
6/9/2025