



## Participating Agreement



This Agreement is entered into on this 29th day of October in the year 2014, by and between Gila County and 1GPA. The purpose of this Agreement is to allow Gila County (Name of Entity) to purchase commodities and/or services under the same terms, conditions and prices as is available to all 1GPA members/participants. With respect to this Participating Agreement, Gila County and 1GPA, (Entity Name)

### Arizona Government Code

#### Title 11 Counties

##### Chapter 7 Intergovernmental Operations Article 3 Joint Exercise of Powers

#### 11-951: Definition

For the purposes of this article, the term "public agency" shall include the federal government or any federal department or agency Indian tribe, this state, any other state, all departments, agencies, boards and commissions of this state or any other state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivisions of the state or any other state.

#### 11-952: Intergovernmental agreements and contracts

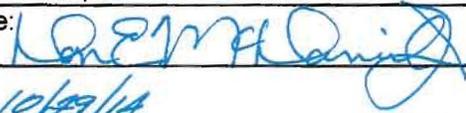
A. If authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties, except that if two or more school districts arrange to become contracting parties under the terms of this section, such contract shall first be approved by the state board of education.

Agree to the following:

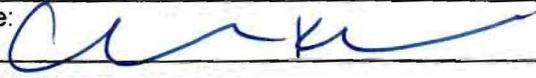
1. 1GPA has secured the contractor's agreement to provide commodities and/or services to its members under the terms, conditions and prices as contracted for Governmental Agencies (Cities, Counties, Colleges, Educational Entities, School Districts, Non Profit, Tribes, all other governmental agencies and entities).
2. The authorized participating agency shall issue any and all purchase order or other applicable authorizations for purchases made on its behalf to 1GPA contractors and insure that 1GPA receives a copy of these documents.
3. Payment for commodities and/or services, and inspection and acceptance of commodities and/or services ordered by 1GPA participant shall be the exclusive obligation of the participant.
4. The exercise of any rights or remedies by 1GPA and/or its participants shall be the exclusive obligation of 1GPA and/or its participants.

5. Gila County (agency) shall provide 1GPA with a copy of any Purchase Order based on a 1GPA contract, at the time the Purchase Order is issued.
6. 1GPA makes the contract available to 1GPA participating agencies "as is" and is under no obligations to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the participant.
7. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by the parties of the Agreement.
8. This Agreement incorporates all Agreements, covenants and understandings between the parties concerning the subject matter in the Agreement. No prior Agreement or Understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
9. This Agreement shall become effective when signed by authorized agents of the parties. The Agreement shall remain in effect until termination as indicated in Item # 10 below.
10. Either party to this Agreement may terminate the Agreement by giving thirty (30) days written notice to the other party. Any such notice shall be sent to the addresses listed below.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

Name of Entity: Gila County	Address: 1400 East Ash Street
Printed Name: Don E. McDaniel, Jr.	
Signature: 	Email: dmcdaniel@gilacountyaz.gov
Date: 10/29/14	Phone Number: (928) 402-4344

1GPA Approvals

1GPA Signature: 
Printed Name: Christy Knorr
Title: Director of Operations
Date: 10/29/2014

