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Gila County, AZ

IGA

INTERGOVERNMENTAL AGREEMENT
COOPERATIVE PURCHASING GROUP

This Agreement is entered into this 12th day of August, 2003, between school districts and governmental jurisdictions in the State of Arizona, as listed in Appendix "A" through their duly authorized representative.

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Arizona have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary materials and services and,

WHEREAS, cooperative purchasing results from written agreements wherein lead agencies volunteer to purchase specified materials and services for themselves and participating cooperative members by compiling quantity estimates, preparing the bid or proposal solicitation, receiving bid or proposals and awarding a contract for use by all participating members. And, wherein the lead agency is responsible for placing, receipt and payment of its own orders only, while individual procuring parties separately process and pay for their own requirements; and

WHEREAS, the Cooperative Purchasing Agreement will serve these ends;

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

1. The purpose of the Agreement is a cooperative purchase agreement for the procurement of materials and or services.
2. Receipt, inspection, acceptance and payment for materials and services ordered under this Agreement shall be the exclusive obligation of the ordering entity.
3. The exercise of any rights or remedies by a procuring entity shall be the exclusive obligation of such procuring entity.
4. In this Agreement, failure of an entity to secure performance under its purchase order, does not necessarily require another entity to exercise its own rights or remedies.
5. The cooperative use of bids or proposals obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid or proposal, except as modification of those terms and conditions otherwise allowed by law.
6. The participation in a specific bid or proposal will be at the option of the individual entity, except that procuring entities and their requirements specifically identified within a bid or proposal shall be required to participate in the Agreement unless the resulting contract is canceled, as provided for within the terms and conditions of the specific bid or proposal.



7. That lead entity of the bid or proposal will comply with the competitive procurement and contract requirements of the procurement rules and laws.
8. The parties will make available, upon reasonable request and subject to convenience, necessity and, in appropriate circumstance a reasonable fee or charge, any information, technology, or other service which may assist in improving the efficiency or economy of each party's procurement or disposal of material or service.
9. A procuring party will make timely payments to the vendor for materials and services received in accordance with the terms and conditions of the procurement. Payment for materials, services, inspections, acceptance of materials and services ordered by the procuring party shall be the exclusive obligation of such procuring party.
10. The procuring party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar materials and services.
11. The procuring party shall be responsible for the ordering of materials or services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability which may arise from action or inaction of the procuring party.
12. Any procurement unit may terminate without notice this Agreement if another eligible procurement unit fails to comply with the terms of this Agreement.
13. This Agreement is exempt from the provisions of A.R.S. 11-952.
14. This Agreement shall remain in effect until participation has been terminated by all but one of the parties. Except as provided in Paragraph 12, any party to this Agreement may terminate their participation in this Agreement by giving 30 day written notice to all other parties to this Agreement.
15. This Agreement shall take effect after execution by participating parties. Pursuant to A.R.S. Section 41-2632 and Subsection R7-2-1191 of A.A.C. R7-2-1001 this Agreement need not be filed with the County Recorder or the Secretary of State to be effective, except as may be required by the laws, rules and/or regulations of a participating public agency.
16. This Agreement may be canceled pursuant to provisions of A.R.S. Section 38-511 which provisions are incorporated herein by this reference.
17. This Intergovernmental Agreement shall become effective upon approval and execution by the authorized representative of all public agencies listed in Appendix "A".
18. The parties to this Agreement hereby agree that other agencies may be added to this Cooperative Purchasing Group upon approval of the applicants' governing bodies and the filing of its signature page with this Agreement at the Secretary of State Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.



Appendix A (revised 07/16/2003)

Strategic Alliance for Volume Expenditures
SAVE
Cooperative Purchasing Agreements

The following agencies have signed the Intergovernmental Agreement with the SAVE association as of June 16, 2003.

City of Avondale
City of Chandler
City of Flagstaff
City of Glendale
City of Mesa
City of Peoria
City of Scottsdale
City of Tempe
City of Yuma
Town of Cave Creek
Town of Queen Creek
Gila County
Maricopa County
Mohave County
Pinal County
Santa Cruz County
Yuma County

Arizona State University
Maricopa Community College District

Arizona Dept. of Administration, State Procurement Office

Williams Gateway Airport Authority

Alhambra School District # 68
Apache Junction Unified School District # 43
Cartwright School District #83
Chandler Unified School District # 80
Crane Elementary School District # 13
Douglas Unified School District
Dysart Unified School District # 89
Flagstaff Unified School District # 1
Florence Unified School District # 1
Gadsden Elementary School District # 32



Isaac School District # 5
Lake Havasu Unified School District # 1
Mesa Unified School District # 4
Mohawk Valley School District # 17
Nogales Unified School District # 1
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Queen Creek Unified School District # 95
Roosevelt Elementary School District # 66
Scottsdale Unified School District # 48
Sierra Vista Unified School District # 68
Tempe Elementary School District # 3
Tempe Union High School District # 213
Tolleson Union High School District # 214
Tucson Unified School District
Washington Elementary School District # 6
Yuma School District # 1
Yuma Union High School District # 70



SIGNATURE PAGE

JURISDICTION: Authority to enter into this agreement has been given by the Gila County Board of Supervisors on August 12, 2003.

Approved as to Form



Daisy Flores, County Attorney

Attest



John F. Nelson, County Manager & Administrator

Signed



Ronald Christensen, Chairman