

**COOPERATIVE PURCHASE
CONTRACT**

Contract No. 2020-18

This Cooperative Purchase Contract is made and entered into this ___ day of _____, 2019 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Interim Public Management, LLC, an Arizona Limited Liability Corporation ("Contractor").

RECITALS:

- A. Contractor has Contract No. 17-06 with the City of Maricopa to provide executive level consultant services and/or the selection and placement of experienced and qualified individuals to fill an open position on an interim basis ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

- 1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Schedules agreed to by the parties and attached to the Agency Contract from time to time. General description of materials and or services being lease/purchased:

Various Professional Level Consulting

- 2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in Schedules attached hereto (Exhibit A) and agreed to by the Parties from time to time and incorporated by reference.
- 3. Payment. Payment to the Contractor for the services provided under this Cooperative Purchase Contract shall be made in accordance with the Cost Summary/Fee Schedule and terms set forth in the Maricopa Agency Contract (Exhibit B). In no event shall the total compensation under this Contract exceed \$300,000 in any fiscal year.
- 4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Cooperative Purchase Contract as though fully set forth herein. The Agency Contract documents are attached hereto as Exhibit B. The Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
- 5. Prior Agreements. Contractor and City hereby agree that the Professional Services Agreement previously entered into between the parties on February 5, 2016 is hereby terminated. Pursuant to Paragraph 3 of that agreement, Schedule C to that agreement, attached here to as Schedule C, will remain in full force and effect and hereafter will be

subject to the terms and conditions of the Agency Contract.

6. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
7. Term. This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
8. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

Interim Public Management, LLC:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
EXAMPLE IPM SCHEDULE

ATTACHED

EXHIBIT B
AGENCY CONTRACT

Contractor Agreement City of Maricopa Contract Number: 17-06 (ATTACHED)

Second Amendment to Contractor Agreement (ATTACHED)

**SCHEDULE C TO FEBRUARY 6, 2016
PROFESSIONAL SERVICES AGREEMENT**

City of Flagstaff Interim Human Resources Director (ATTACHED)