

COOPERATIVE PURCHASE CONTRACT

Contract No. 2022-100

This Cooperative Purchase Contract is made and entered into this ____ day of _____, 2022 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Greenberg Traurig, LLP, a New York Limited Liability Partnership ("Contractor").

RECITALS:

- A. Contractor has Contract No. 21-03MP with Mesa Public School District No. 4 which includes cooperative purchasing language for the service of Legal Bond Council.
- 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:

LEGAL BOND COUNSEL

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 materials and or services provided shall be made in accordance with the price list and terms set forth in the Agency Contract and not to one hundred twenty thousand dollars (\$120,000).
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. 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.

6. 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.
7. 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.

Greenberg Traurig, LLP:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
SCOPE OF WORK

WIFA (Water Infrastructure Finance Authority of Arizona) (1 page)

New Money Utility Scope of Services (1 page)

Refunding Utility Scope of Services (1 page)

EXHIBIT B
AGENCY CONTRACT

21-03MP Legal Services RFP (45 pages)

21-03MP GT Response to RFP (35 pages)

21-03MP GT Updated Pricing (5 pages)