

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2022-101

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 Stifel, Nicolaus & Company, Inc., a Delaware Corporation ("Contractor").

### RECITALS:

- A. Contractor has Contract No. C-005-1718 with Crane Elementary School District No. 13 which includes cooperative purchasing language for the service of Municipal/Financial Advisory Services.
- 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:

#### **Municipal/Financial Advisory Services**

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 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 exceed One Hundred and Thirty-Five Thousand dollars (\$135,000) for the three financings requested in the Scope of Work.
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. 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.

Stifel, Nicolaus & Company, Incorporated:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

**EXHIBIT A**  
**SCOPE OF WORK**

**April 5, 2021 Letter**

**February 22, 2022 Letter**

**EXHIBIT B**  
**AGENCY CONTRACT**

**Crane Elementary School District RFP (Contract & Pricing)**

**Crane Elementary School District Award Letter**

**Crane Elementary School District Renewal Letter (June 30, 2022)**