

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2022-96

This Cooperative Purchase Contract ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and DataBank IMX, LLC, a Delaware limited liability corporation ("Contractor").

### RECITALS:

- A. Contractor has Master Agreement Cooperative Contract No. MA-PO-19-80 with Pima County to supply materials and/or services ("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 Scope of Work, attached as Exhibit A and Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

### **CONTRACT MANAGEMENT CONFIGURATION FOR ONBASE PLATFORM**

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work, attached as Exhibit A and Purchase Order(s) submitted to Contractor.
3. Payment: Payment to Contractor for the materials and or services provided shall not exceed **ninety-seven thousand seventy-one dollars (\$97,071)** made in accordance with the price list and terms set forth in the Agency Contract.
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 Contract as though fully set forth herein. The Agency Contract documents are set forth in Exhibit B attached hereto and incorporated by reference. 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: The 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: The 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.
8. Notice: Any notice concerning the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Shawn Armour  
 IT Manager – Applications  
 City of Flagstaff  
 211 W. Aspen Ave.  
 Flagstaff, AZ 86001  
 shawn.armour@flagstaffaz.gov

To Contractor:

Mike Schultz  
 Business Development Director  
 DataBank IMX, LLC  
 620 Freedom Business Center, Suite 120  
 King of Prussia, PA 19406  
 mschultz@datbankimx.com  
 contractcompliance@datbankimx.com

With a copy to:

Stacey Brechler-Knaggs  
 Grants and Contracts Manager  
 211 W. Aspen Ave.  
 Flagstaff, AZ 86001  
 sknaggs@flagstaffaz.gov

CONTRACTOR:

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

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

CITY OF FLAGSTAFF

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT A  
STATEMENT OF WORK  
(attached)**

1. Statement of Work Dated January 31, 2022

**EXHIBIT B  
AGENCY CONTRACT  
(attached)**

**PIMA COUNTY**

1. Master Agreement No. MA-PO-19-80
2. Amendment to Master Agreement