

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

THIS INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (“**Agreement**”) is by and among CHANDLER UNIFIED SCHOOL DISTRICT NO. 80 (“**Lead Agency**”) and the school districts listed on the attached Exhibit A hereto (“**Participating Districts**”) and executing a form of this Agreement. The effective date of this Agreement shall be _____, 2010 (“**Effective Date**”).

RECITALS:

A. WHEREAS, the parties hereto desire to conserve and reduce procurement cost;
and

B. WHEREAS, the parties 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

C. WHEREAS, the cooperative purchasing agreement will serve both of those ends and is entered into pursuant to A.R.S. § 11-952 and A.A.C. R7-2-1191;

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

AGREEMENT:

1. Services. The Lead Agency shall assume the responsibility for processing lobbyist services (“**Services**”) from a lobbyist (“**Consultant**”) registered in the State of Arizona in accordance with the School District Procurement Code (A.C.C. R7-2-1001, *et seq.*)

2. Payment. The Lead Agency will pay for services and bill each of the Participating Districts the amounts as set forth in Exhibit A. Such amounts shall be paid to the Lead Agency no later than the first day of each month.

3. Directions to Consultant. Within ten (10) days after the Effective Date, representatives of the Lead Agency and the Participating Districts shall meet and decide by vote who shall give directions to the Consultant. Each of the Lead Agency and the Participating Districts shall have one (1) vote with a majority of those voting constituting a decision by the voting school districts.

4. Payments to Consultant. The Lead Agency will make timely payments to the Consultant for services received in accordance with the terms and conditions of the procurement of the Consultant.

5. Remedies.

5.1. The exercise of any rights or remedies by the Lead Agency shall be at the election of the Lead Agency and be the exclusive obligation of the Lead Agency.

5.2. As required by A.A.C. R7-2-1192.2, the exercise of any rights or remedies by a school district under this Agreement shall be the exclusive obligation of such school district.

5.3. As required by A.A.C. R7-2-1192.4, failure of an eligible procurement unit to secure performance from the Consultant in accordance with the terms and conditions of this Agreement does not necessarily require any other school district to exercise its own rights or remedies.

6. Termination. This Agreement shall remain in effect until terminated by any party, in which case the Agreement shall terminate as to the terminating school district only. Any party may terminate this Agreement by giving thirty (30) days' written notice to the other parties and paying all amounts owed by the terminating school district under this Agreement. If a Participating District fails to comply with the terms of this Agreement, the other parties to this Agreement may terminate this Agreement, provided that all parties must pay the amounts on Exhibit A.

7. Immigration Law Compliance.

7.1. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that the each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty")

7.2. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.

7.3. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.

7.4. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other party in regard to any random verifications performed.

7.5. A party will not be considered in materially breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A ad 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

7.6. The foregoing provisions of Sections 7.1-7.5 must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.

7.7. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation as defined in A.R.S. §§ 35-391 and 35-393 in either Sudan or Iran.

8. Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

LEAD AGENCY:

CHANDLER UNIFIED SCHOOL
DISTRICT NO. 80

By: _____

Name: JOEL WIRTH

Its: Chief Financial Officer

PARTICIPATING DISTRICT:

By: _____

Name: _____

Its: _____

EXHIBIT A
PARTICIPATING DISTRICTS
AND
MONTHLY PAYMENTS OWED

PARTICIPATING DISTRICT	MONTHLY PAYMENT
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$