

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate (“Lead Public Agencies”) to be appended and made a part hereof and other governmental agencies (“Participating Public Agencies”) that agree to their terms and conditions hereof through the Public Promise Procurement registration and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through Public Promise Procurement and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

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

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services.
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligations of such procuring party. Disputes between

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procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not sue this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to Public Promise Procurement at The National Association of Counties Office at 660 North Capital Street, NW, Suite 400, Washington, DC 20016.
10. This agreement shall take effect after execution of the Lead Public Agency certificate or Participating Public Agency Registration, as applicable.