



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**14**

**2. Council Meeting Date:**  
January 22, 2015

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** December 23, 2014

**THROUGH: CITY MANAGER**

**4. Requesting Department:**  
Management Services

**5. SUBJECT:** Participating Agreement with 1Government Procurement Alliance for Cooperative Purchasing

**6. RECOMMENDATION:** Staff recommends that City Council approve the Participating Agreement with 1Government Procurement Alliance to allow for cooperative purchasing.

**7. HISTORICAL BACKGROUND/DISCUSSION:** Staff recently became aware of 1Government Procurement Alliance (1GPA), an Arizona-based national governmental purchasing cooperative that competitively solicits and awards contracts for cooperative use by public, educational and non-profit agencies. Agencies with an executed Participating Agreement with 1GPA may purchase needed items under the terms, conditions and pricing of the 1GPA contracts.

To be eligible to exercise the option to make use of these cooperative contracts, 1GPA requires that each agency enter into a Participating Agreement. The agreement term commences upon execution and remains in effect until terminated by either party. The agreement is the vehicle allowing the City of Chandler to purchase from 1GPA's cooperative contracts, should the use be the best value for the City. The agreement does not commit the City of Chandler to any cooperative use of 1GPA's contracts.

The City has benefited in the past from the value that can be offered through the appropriate use of cooperative contracts. Staff reviews the City's requirements on a case by case basis and makes a recommendation whether or not to use a cooperative contract based on market research, historical information, compatibility of scope, lead time and customer needs. An expedited procurement process, the ability to standardize products and services and the realization of savings based on total volume of purchase are a few examples of potential benefits.

**8. EVALUATION PROCESS:** Where appropriate, the City has successfully utilized cooperative contracts. The Participating Agreement will enable the City to make use of 1GPA contracts. There is no cost to the City resulting from this agreement. The agreement term will commence upon execution and remain in effect until terminated by either party.

**9. FINANCIAL IMPLICATIONS:** None.

**10. PROPOSED MOTION:** Move to approve the Participating Agreement with 1Government Procurement Alliance to allow for cooperative purchasing.

**APPROVALS**

**11. Requesting Department**

  
Christina Pryor, Purchasing and Materials Manager

**12. Department Head**

  
Dawn Lang, Management Services Director

**13. Procurement Officer**

  
Christina Pryor, CPPB

**14. City Manager**

  
Rich Dlugas



## Participating Agreement



This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, by and between The City of Chandler, a Municipal Corporation, \_\_\_\_\_ and 1GPA. The purpose of this Agreement is to allow the City of Chandler (Name of City) to purchase commodities and/or services under the same terms, conditions and prices as is available to all 1GPA members/participants.

With respect to this Participating Agreement, the City of Chandler \_\_\_\_\_ and 1GPA,  
(Agency Name)

### Arizona Government Code

#### Title 11 Counties

#### Chapter 7 Intergovernmental Operations

#### Article 3 Joint Exercise of Powers

##### 11-951: Definition

For the purposes of this article, the term "public agency" shall include the federal government or any federal department or agency Indian tribe, this state, any other state, all departments, agencies, boards and commissions of this state or any other state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivisions of the state or any other state.

##### 11-952: Intergovernmental agreements and contracts

A. If authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties, except that if two or more school districts arrange to become contracting parties under the terms of this section, such contract shall first be approved by the state board of education.

##### Agree to the following:

1. 1GPA has secured the contractor's agreement to provide commodities and/or services to its members under the terms, conditions and prices as contracted for Governmental Agencies (Cities, Counties, Colleges, Educational Entities, School Districts, Non Profit, Tribes, all other governmental agencies and entities).
2. The authorized participating agency shall issue any and all purchase order or other applicable authorizations for purchases made on its behalf to 1GPA contractors.
3. Payment for commodities and/or services, and inspection and acceptance of commodities and/or services ordered by 1GPA participant shall be the exclusive obligation of the participant.
4. The exercise of any rights or remedies by 1GPA and/or its participants shall be the exclusive obligation of 1GPA and/or its participants.

5. The City of Chandler (agency) shall provide 1GPA with a copy of any Purchase Order based on a 1GPA contract, at the time the Purchase Order is issued.
6. 1GPA makes the contract available to 1GPA participating agencies "as is" and is under no obligations to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the participant.
7. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by the parties of the Agreement.
8. This Agreement incorporates all Agreements, covenants and understandings between the parties concerning the subject matter in the Agreement. No prior Agreement or Understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
9. This Agreement shall become effective when signed by authorized agents of the parties. The Agreement shall remain in effect until termination as indicated in Item # 10 below.
10. Either party to this Agreement may terminate the Agreement by giving thirty (30) days written notice to the other party. Any such notice shall be sent to the addresses listed below.

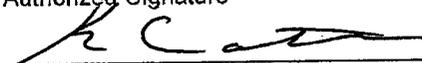
The following authorized parties have executed this agreement on behalf of their respective Agencies.

For 1GPA

For \_\_\_\_\_

Authorized Signature

Authorized Signature

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: 1/2/2015

Date: \_\_\_\_\_

<b>Contact Person:</b>	Christina Pryor, CPPB
<b>Title:</b>	Purchasing and Materials Manager
<b>Address:</b>	175 South Arizona Avenue, 3rd Floor Chandler, AZ 85225
<b>Phone:</b>	(480) 782-2403
<b>Fax:</b>	(480) 782-2410
<b>Email:</b>	christina.pryor@chandleraz.gov

APPROVED AS TO FORM



CITY ATTORNEY 