



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate with National Intergovernmental Purchasing Alliance Company ("National IPA") ("Principal Procurement Agencies") to be appended and made a part hereof and such other public agencies who register to participate in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement with National IPA ("Participating Public Agencies") to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers (each a "Supplier") have entered into Master Supplier Agreements to provide a variety of goods, products and services (herein "Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Supplier Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

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.
2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices.
3. That the cooperative use of solicitations obtained by the parties to this Agreement shall be in accordance with the terms and conditions of the Master Supplier Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of Products by the Participating Public Agencies.
5. That the Participating Public Agencies that procure Products through any Master Supplier Agreement (each a, "Procuring Party") will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the Master Supplier Agreement. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase.
6. The Procuring Party shall not use 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 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. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.



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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 government agencies ("Participating Public Agencies") that agree to terms and conditions hereof through U.S. Communities registration to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products 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;

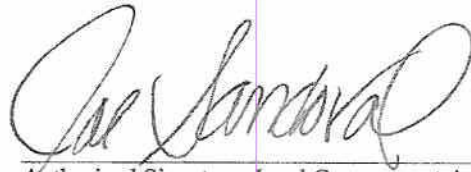
NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products 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 bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use 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 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 U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE OF LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

by:

Joe Sandoval, Division Manager
Purchasing & Contract Services
County of Los Angeles

1-2-06

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Fairfax, Virginia (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Armando E. Malo
Authorized Signature

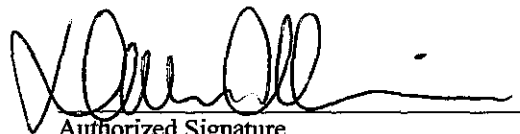
ARMAWO E. MALO
Director, DPSM
Name and Title of Signer

7/8/02
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

Darren C. Muci

RFP 02-04-011 BOE Approval 1/13/03

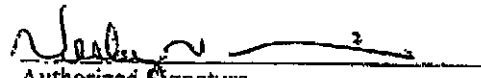
Name and Title of Signer

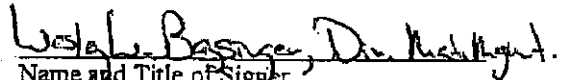
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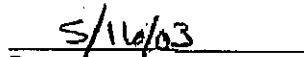
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.


Authorized Signature


Name and Title of Signer


Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Charlotte (Mecklenburg County) (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.


Authorized Signature

JOHN C. TRUNK
PROCUREMENT SERVICES DIRECTOR
Name and Title of Signer

10-23-03
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Harford County Public Schools, MD (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

John K Miller
Authorized Signature

John R. Miller, Director of Procurement
Name and Title of Signer
Harford County Public Schools

10/24/03
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Request for Proposal
ROOFING SUPPLIES AND RELATED SERVICES
No. 06-40021
Unified School District 259 -
Wichita (KS) Public Schools
BOE Approval 06/12/2006



Authorized Signature

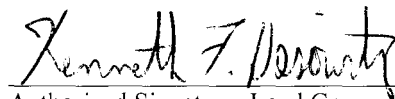
Darren Muci, Division Director
Name and Title of Signer

June 14, 2006
Date

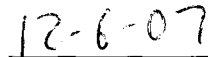
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Los Angeles (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

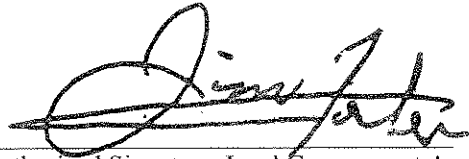


Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the Dallas County, TX. (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

A handwritten signature in black ink, appearing to read "Jim Fater", written over a horizontal line.

Authorized Signature, Lead Government Agency

November 27, 2007

Date