

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 644

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH YUMA EDUCATIONAL PURCHASING ASSOCIATION.

Whereas, the City of San Luis desires to enter into an intergovernmental cooperative purchasing agreement with the Yuma Educational Purchasing Association; and

Whereas, the parties to the Intergovernmental Purchasing Agreement desire to enter said agreement;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Purchasing Agreement, as attached hereto as Exhibit "A", is hereby authorized and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 26th day of October, 2005.

Guillermina Fuentes, Mayor

ATTEST:



Sonia Sanchez, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut, City Attorney

YUMA EDUCATIONAL PURCHASING ASSOCIATION
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is entered into this 26th day of October, 2005 by and between the school districts and public entities (collectively referred to as "the participants" or "the parties") listed in Appendix "A," through their duly authorized representative.

WHEREAS, voluntary purchasing agreements between and among public entities in the State of Arizona have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts;

WHEREAS, such purchasing agreements are permitted pursuant to A.A.C. R7-2-1191 *et. seq.*; §41-2632

WHEREAS, cooperative purchasing results from written agreements wherein lead entities volunteer to purchase specified materials and services for themselves and participating cooperative members by compiling quantity estimates, preparing the bid or proposal solicitation, receiving bid or proposals and awarding a contract for use by all participating members. And, wherein the lead entity is responsible for placing, receipt and payment of its own orders only, while individual procuring parties separately process and pay for their own requirements; and

WHEREAS, this Cooperative Purchasing Agreement will serve these ends;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result there from, the participants agree as follows:

I. Purpose of Agreement. The purpose of this Agreement is to authorize the participants to:

- a. Procure or dispose of any materials, services, or construction;
- b. Cooperatively use materials or services;
- c. Commonly use or share of warehousing facilities, capital equipment, and other facilities;
- d. Provide personnel, except that the requesting participant shall pay the participant providing the personnel the direct and indirect cost of providing the personnel in accordance with this Agreement. All payments received by the participant supplying personnel or services shall be available to the supplying participant to defray the costs of the cooperative program; and
- e. On request, make available informational, technical or other services that may assist in improving the efficiency or economy of the participants. The participant furnishing the informational or technical services has the right to request reimbursement for the reasonable and necessary costs of providing such services.

2. Duration of Agreement. This Agreement shall become effective on the date specified above, upon proper approval and execution by the authorized representative of the public entities listed in Appendix "A". This Agreement shall remain in effect until participation has been terminated by all but one of the parties.

3. Financing and Budgeting. Each participant shall provide the necessary resources to serve as its own fiscal agent and shall be responsible for maintaining its own budget.

4. Termination of Agreement/Disposition of Property. Except as otherwise provided in this Agreement, any party to this Agreement may terminate its participation in the Agreement by giving 30 day written notice to all other parties. Upon partial or complete termination of this Agreement, any tangible and usable property which was acquired with the funds of all or some participants shall become those property of the participants and shall be divided equitably either in cash or in kind or upon agreement or appraisal, cost of appraisal to be borne pro rata by all parties if a complete termination or by the terminating party or parties if less than all parties terminate.

5. Obligations Imposed By Law. This Agreement shall not relieve any participant of any obligation or responsibility imposed by law.

6. Joint Improvements To Or Construction on Real Property. The parties shall enter into a separate written agreement concerning any joint improvements of or joint construction on any real property undertaken by the parties.

7. Payment Obligations. Payment for materials and services and inspection and acceptance of materials or services ordered by a participant under this Agreement shall be the exclusive obligation of the participant.

8. Exercise of Rights. The exercise of any rights or remedies by a participant shall be the exclusive obligation of such participant.

9. Termination Upon Non-Compliance. Any participant may terminate its participation in this Agreement without notice if another participant to this Agreement fails to comply with the terms of the Agreement.

10. Exercise of Remedies. Failure of a participant to secure performance from the contactor in accordance with the terms and conditions of its purchase order does not necessarily require any other participant to exercise its own rights and remedies.

11. Cooperative Use of Bids/Proposals. The cooperative use of bids or proposals obtained by participants shall be in accordance with the terms and conditions of the bid or proposal, except as modification of those terms and conditions otherwise allowed by law. The lead entity of a bid or proposal shall comply with the competitive procurement and contract requirements of the procurement rules and laws. Participants shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar materials and services.

12. Availability of Services. Upon reasonable request, each participant may make available to other participants informational, technological, or other services which may assist in improving the efficiency or economy of the requesting participants. The participant furnishing the informational or technical services may request reimbursement for the reasonable and necessary costs of providing such services.

13. Responsibility for Ordering. A procuring participant shall be responsible for the ordering of materials or 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 which may arise from action or inaction of the procuring party.

14. Timely Payments. Participants shall make timely payments to the vendor for materials and services received in accordance with the terms and conditions of the procurement. Payment for materials, services, inspections, acceptance of materials and services ordered by the procuring participant shall be the sole obligation of the procuring participant.

15. Exemption from Provisions of A.R.S. 11-952. In accordance with A.A.C. R7-2-1191, this Agreement is exempt from the provisions of A.R.S. 11-952, subsections (D), (E) and (F).

16. Filing of Agreement. In accordance with A.R.S. 11-952(G), this Agreement shall be filed with the Secretary of State if the Agreement affects more than one county and shall be filed with the County Recorder if only one county is affected.

17. Cancellation of Agreement. This Agreement may be canceled pursuant to provisions of A.R.S. 38-511 which provisions are incorporated herein by this reference.

18. Modification of Agreement. This Agreement may be modified upon written agreement of the parties.

19. Additional Participants to Agreement. The parties agree that other public entities may be added as participants to this Agreement, upon approval of the applicant's governing body and the filing of its signature page with this Agreement at the Secretary of State or the County Recorder, as appropriate.

20. Waiver of Potential Conflict of Interest. The parties are aware that the Division of County Counsel, Maricopa Attorney's Office ("County Counsel") and private legal counsel ("Private Counsel") representing parties to this Agreement may have represented or advised other parties to this Agreement in various matters or in the review of this Agreement. By signing this Agreement, each party acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim.

21. Dispute Resolution. The participants agree that, if not resolved informally, a dispute arising out of this Agreement shall be resolved through arbitration.

22. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Arizona.

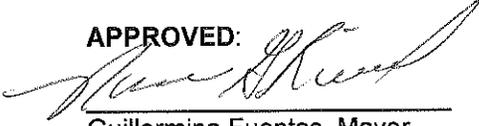
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.

JURISDICTION: City of San Luis,

The City of San Luis is authorized by A.R.S. §41-2632 et. seq. and R7-2-1191 et. seq to join with other governmental entities by contract for the exercise of its powers.

Authority to enter into this agreement has been given by the Council of the City of San Luis on, 26th day of October, 2005.

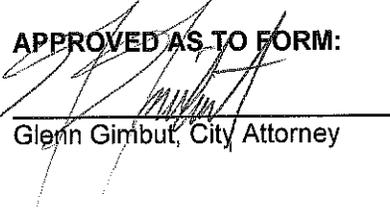
APPROVED:


Guillermina Fuentes, Mayor

ATTEST:


Sonia Sanchez, City Clerk

APPROVED AS TO FORM:


Glenn Gimbut, City Attorney

YUMA EDUCATIONAL PURCHASING ASSOCIATION
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Appendix A (revised 03/23/05)

Participants to YEPA Cooperative Purchasing Agreement

Antelope Union High School District #50
Crane Elementary School District #13
Gadsden Elementary School District #32
Hyder Elementary School District #16
Mohawk Valley School District #17
Somerton Elementary School District #11
Wellton Elementary School District #24
Yuma Elementary School District #1
Yuma Union High School District #70

City of Yuma
Yuma County

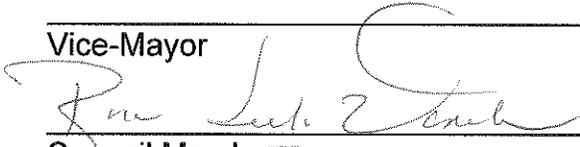
RESOLUTION

The Council of **The City of San Luis** hereby authorizes the future signing by _____ of a Cooperative Procurement Agreement between **The City of San Luis** and **The Yuma Educational Purchasing Association**.

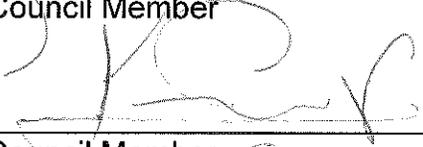
This Resolution was adopted in a properly noticed public meeting by the Council of The City of San Luis on October 26, 2005.

Mayor

Vice-Mayor



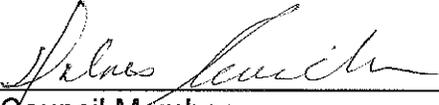
Council Member



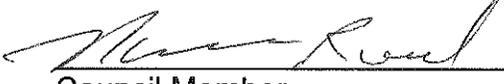
Council Member



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Council Member



Council Member