TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 17-1420

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, AUTHORIZING A COOPERATIVE PURCHASE AGREEMENT BETWEEN THE TOWN OF PINETOP-LAKESIDE AND THE CITY OF YUMA, ARIZONA.

WHEREAS, the participants the Town of Pinetop-Lakeside ("Town") and the City of Yuma ("Yuma"), each being a public procurement agency per A.R.S. § 41-2632 and Yuma City Code §36-18, allowing the Town to use, and participate in a Cooperative Purchase Agreement ("Agreement"); and

WHEREAS, the City of Yuma has a Cooperative Purchasing Agreement that affords the Town the opportunity to enter such an agreement; and

WHEREAS, the Town desires to use Yuma's contracts with vendors for the procurement and the purpose of utilizing vendors that have been procured in accordance with the applicable federal, state and local statues and ordinances and regulations, and meet the Town's administrative   regulations and/or purchasing guidelines; and

WHEREAS, Town staff has reviewed the Agreement and conferred with both Yuma and Town Attorney for concurrence; and

WHEREAS, this Agreement may be cancelled pursuant to the provisions of A.R.S. 38-511, unless otherwise stipulated in the Agreement; and

WHEREAS, the Cooperative Purchase Agreement is attached as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, hereby authorize entering into a Cooperative Purchase Agreement between Town of Pinetop-Lakeside and the City of Yuma, Arizona.
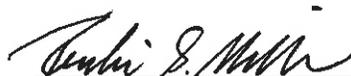
PASSED AND ADOPTED by a majority vote of the Mayor and Town Council of the Town of Pinetop-Lakeside in an open meeting on this 6th day of July 2017.

TOWN OF PINETOP-LAKESIDE
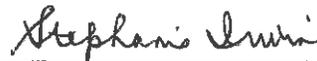
_____
Stephanie Irwin
Mayor

ATTEST:

_____
Remilie S. Miller, MMC
Town Clerk

APPROVED AS TO FORM:

_____
William J. Sims, III
Town Attorney

EXHIBIT "A"

COOPERATIVE PURCHASE AGREEMENT BETWEEN
THE CITY OF YUMA
AND
TOWN OF PINETOP-LAKESIDE

This Cooperative Purchasing Agreement ("Agreement") is entered into between the TOWN OF PINETOP-LAKESIDE, ARIZONA ("Contracting Agency") and the City of Yuma, Arizona ("Yuma"), each being a public procurement unit within Yuma City Code § 36-18, for the purpose of allowing Contracting Agency to use of Yuma's contracts with vendors for the procurement of supplies, services, or construction. Contracting Agency and Yuma are sometimes hereinafter referred to individually as the "Party" and collectively as the "Parties".

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the Parties agree as follows:

1. Contracting Agency shall procure any supplies, services, and/or construction services in accordance with the applicable federal, state, and local statutes, ordinances, and regulations, including the Contracting Agency's procurement code, administrative regulations, and/or purchasing guidelines.

2. When the Contracting Agency uses a Yuma contract, the Contracting Agency shall:

   A. Insure that purchase orders issued against a Yuma contract are in accordance with the terms and prices established in the original procurement.

   B. Make timely payments to the vendor for all supplies and services received in accordance with the terms and conditions of the original procurement. The Contracting Agency is solely responsible for the payment of any and all supplies or services, and inspection and acceptance of supplies or services ordered by Contracting Agency.

   C. Not use a Yuma contract of another public procurement unit as a means for obtaining additional concessions or reduced prices for similar supplies or services by advertising or marketing the Yuma contract to third parties.

   D. Be solely responsible for the ordering of supplies or services under this Agreement. The Contracting Agency understands and agrees that Yuma shall not be liable in a fashion for any purchases or obligations incurred by the Contracting Agency under a Yuma contract. To the fullest extent permitted by law, each Party ("Indemnitor") shall defend, indemnify and hold harmless the other Party ("Indemnitee"), and its agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims, liabilities, demands, damages, losses, injuries to property or persons, and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of Indemnitor's – including its employees, agents, and contractors – negligent acts, errors, mistakes, directives, or omissions, in performance of this Agreement.

   E. Have the exclusive obligation of exercising any right or remedies for the Contracting Agency's orders under a Yuma contract.

3. Yuma may terminate this Agreement without notice if the Contracting Agency fails to comply with the terms of a Yuma contract. Except as provided in the preceding sentence, either Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other Party.
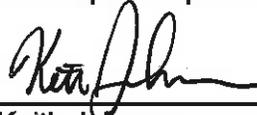
4. This Agreement shall be effective upon execution by the Parties and continue until terminated in accordance with its terms. This Agreement constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Any amendment, modification or change to this Agreement is void unless in writing and signed by both Parties.

5. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other. This Agreement is not assignable.

6. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Dated this _____ day of _____, 20____.

City of Yuma, an Arizona municipal corporation

_____
Gregory K. Wilkinson
City Administrator

ATTEST:

_____
Lynda L. Bushong
City Clerk

_____
DATE

APPROVED AS TO FORM:

_____
Richard W. Files
City Attorney

Town of Pinetop-Lakeside, an Arizona municipal corporation

_____
Keith Johnson
Town Manager

ATTEST:

_____
Remilie S. Miller, MMC
Town Clerk

APPROVED AS TO FORM:

_____
William J. Sims III
Town Attorney