

RESOLUTION NO. 2295

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE PURCHASING AGREEMENT WITH MOHAVE EDUCATIONAL SERVICES COOPERATIVE, INC.

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

WHEREAS, the Town of Payson desires to enter into such a purchasing agreement with Mohave Educational Services Cooperative, Inc.,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Cooperative Purchasing Agreement with Mohave Educational Services Cooperative, Inc., attached hereto marked Exhibit "A" and made a part hereof as though set forth in full at this point, be and is hereby approved in substantially the form as attached.

Section 2. That F. Robert Edwards, Mayor of the Town of Payson, be and is hereby authorized to execute said Cooperative Purchasing Agreement in substantially the form attached as Exhibit "A".

Section 3. That the Town of Payson be and is hereby authorized to take such other and further acts as may be necessary or appropriate to carrying out the intent and purpose of this Resolution Number 2295.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this ____ day of _____, 2007, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

F. Robert Edwards, Mayor

ATTEST:

APPROVED AS TO FORM:

Silvia Smith, Town Clerk

Samuel I. Streichman, Town Attorney

Prepared by Town of Payson Legal Department

SIS:drs July 10, 2007 (11:04AM)

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Page 1

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EXHIBIT "A"

to Resolution No. 2295

MOHAVE EDUCATIONAL SERVICES COOPERATIVE, INC. COOPERATIVE PURCHASE AGREEMENT

625 East Beale Street • Kingman, AZ 86401-5920

(928) 753-6945 Phone • (928) 718-3232 Fax

www.mesc.org

This Agreement entered into the _____ day of _____ 20____, by and between Mohave Educational Services Cooperative, Inc., an Arizona nonprofit corporation and public procurement unit established pursuant to provisions of A.R.S. § 11-952, A.R.S. § 11-952.01, and A.R.S. § 41-2632, hereinafter called "MESC," and _____, a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of § 115 of the Internal Revenue Code, hereinafter called the "Member," to permit the Member to purchase materials, services and construction from vendors at the prices and terms contained in contracts between MESC and those vendors. The governing body of any Member may enter into an Agreement with MESC for the purpose of utilization of term contracts by such Member (Arizona State Procurement Code, A.R.S. § 41-2631 *et seq.*; A.R.S. § 15-213; Arizona State Board of Education School District Procurement Rules, R7-2-1001 *et seq.*).

In consideration of the mutual promises contained in this Agreement, and the mutual benefits to result there from, the parties agree as follows:

1. MESC shall:

- a. Provide the Member with information on contracts, products and services via MESC's website and/or other means as MESC determines appropriate.
- b. Use specifications, terms and conditions for products, materials, services, and construction determined appropriate by MESC.
- c. Conduct the procurement in compliance with the Arizona State Procurement Code and the Arizona State Board of Education School District Procurement Rules (A.R.S. Title 41, Chapter 23 and A.A.C. R7-2-1001 *et seq.*). MESC will seek contracts for a variety of materials, services, equipment, and/or construction to enable Members to be/remain in compliance with local, State, or Federal laws or rules, and that promote the overall efficiency, effectiveness and economy of public procurement.
- d. Indicate that all Members will be eligible participants in any solicitation intended for general use by MESC's Members. In addition, MESC may invite Members to participate in specific solicitations. Members indicating an interest in participating in such specific solicitations will be eligible to participate in the resulting contracts.
- e. Hold the Member harmless from any liability which may arise from MESC's action or inaction relating to this Agreement.

2. The Member shall:

- a. Insure that purchase orders issued against MESC contracts are processed in accordance with the processes and procedures established by MESC, and the terms and prices established in said contracts.
- b. Pay for materials, services or construction in accordance with the terms of the applicable MESC contract. Payment for, and inspection and acceptance of materials, services or construction ordered by the Member shall be the exclusive obligation of the ordering Member.
- c. Not use an MESC contract as a method for obtaining additional concessions or reduced prices for similar material or services.
- d. Be responsible for ordering of materials, services or construction under this Agreement. MESC shall not be liable in any fashion for any violation by the Member of this Agreement, and the Member shall hold MESC harmless from any liability, which may arise from action or inaction of the member relating to the Agreement or its subject matter.

MESC Cooperative Purchase Agreement

- e. Pay to MESC an administration fee based upon the cost of ordered materials, services and/or construction (excluding shipping, taxes, bonds, and other ancillary costs specified by MESC), as provided in A.R.S. § 41-2632(5). The amount of the administration fee shall be determined by the MESC Board of Trustees, and shall be remitted to MESC as specified by MESC.
3. The exercise of any rights or remedies by the Member shall be the exclusive obligation of the Member. However, MESC as the contract administrator, and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
4. MESC assists Members with purchase verification. However, it is the Member's responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.
5. MESC may terminate this Agreement without notice if the Member fails to comply with the terms of this Agreement and/or the terms of a MESC contract.
6. The Member may terminate the Agreement without notice if MESC fails to comply with the terms of this Agreement.
7. Either party may terminate this Agreement with at least ninety (90) days written notice to the other party.
8. Termination of this Agreement shall not relieve the Member from Member's exclusive obligation to comply with the terms of any Member purchase order issued prior to termination and payment for materials, services and/or construction so ordered and received.
9. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated. This Agreement supersedes any and all previous Cooperative Purchase Agreements between MESC and the Member.
10. Failure of a Member to secure performance from a vendor in accordance with the terms and conditions of its purchase order does not mean MESC will be required to exercise its own rights or remedies.
11. This agreement may be canceled pursuant to the provisions of A.R.S. § 38-511; and is exempt from the provisions of A.R.S. § 11-952, subsections D, E, and F under the provisions of A.R.S. § 41-2632 and Arizona State Board of Education Rule R7-2-1191.
12. The Member and MESC agree to be in compliance with all State and Federal employment hiring and employee practices. Both parties agree to use arbitration to the extent required in A.R.S. § 12-1518.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed.

FOR THE MEMBER

FOR MESC

Signature

Signature

Printed Name

Printed Name

Title

Title

MESC Cooperative Purchase Agreement

Welcome to Mohave

We need some information for your member record. We look forward to serving your purchasing needs.

Name of Organization Town of Payson

Correspondence Address

303 N. Beeline Highway Payson AZ 85541
Street City State & Zip

Billing Address

Same
Street City State & Zip

County Gila

Type of Organization:

Public School	_____	College/University	_____
City Government	<u>X</u>	County Government	_____
Federal Government	_____	Tribal Government	_____
BIA School	_____	Other Political Subdivision	_____

Nonprofit Education or
Public Health Institution _____

(A nonprofit education or public health institution must be a political subdivision for purposes of federal income tax or meet the requirements of § 115 of the Internal Revenue Code. *Attach supporting documentation.*)

Contacts

Purchasing:

Name _____ Phone # _____

Fax # _____ Email Address _____

Accounts Payable:

Cindi Estero

Name _____

928-474-4610

Fax # _____

928-474-5242 ext 221

Phone # _____

cestero@ci.payson.az.us

Email Address _____

Superintendent/ Director:

Debi Galbraith

Name _____

928-474-4610

Fax # _____

928-474-5242 ext 231

Phone # _____

dgalbraith@ci.payson.az.us

Email Address _____