RESOLUTION NO. 2514

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF GILA FOR COOPERATIVE PURCHASING.

WHEREAS, the Town of Payson ("Town") and the County of Gila ("County") desire to conserve resources and reduce procurement costs; and

WHEREAS, the Town and the County desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary supplies, materials, equipment and contractual services subject to competitive bidding under A.R.S. § 11-254.01 and Chapter 35 of the Code of the Town of Payson; and

WHEREAS, for such purpose, an Intergovernmental Agreement for Cooperative Purchasing has been negotiated,

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

Section 1. That the Intergovernmental Agreement for Cooperative Purchasing, attached hereto as Exhibit "A" and incorporated herein as though set forth in full at this point, be and is hereby approved in substantially the form as set forth in said Exhibit "A".

Section 2. That Kenny J. Evans, Mayor of the Town of Payson, be and is hereby authorized to execute said Intergovernmental Agreement in substantially the form attached as Exhibit "A".

Section 3. That the Town of Payson be and hereby is authorized to take such other and further actions as are necessary or appropriate to carrying out the purposes of said Intergovernmental Agreement.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this 10th day of September, 2009, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

_____
Kenny J. Evans, Mayor

ATTEST:

_____
Silvia Smith, Town Clerk

APPROVED AS TO FORM:

_____
Samuel I. Streichman, Town Attorney

Prepared by Town of Payson Legal Department
SIS:drs September 3, 2009 (9:51am)
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SEP 10 2009 G.2*

EXHIBIT "A"

to Resolution No. 2514

INTERGOVERNMENTAL AGREEMENT
FOR
COOPERATIVE PURCHASING

THIS AGREEMENT is made pursuant to A.R.S. §11-952 and §41-2632 by and between the Town of Payson and Gila County, political subdivisions of the State of Arizona, and is effective on the date given below:

RECITALS

WHEREAS, the parties hereto desire to conserve resources and reduce procurement costs; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary supplies, materials, equipment and contractual services subject to competitive bidding under A.R.S. §11-254.01;

WHEREAS, this cooperative purchasing agreement will serve both of those ends;

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

1. That in the context of this agreement, the term "procuring party" means the town or county purchasing supplies, materials, equipment, and contractual services at the accepted bid price, whether or not that party initiated the invitation for bids.
2. That each party will facilitate the cooperative procurement or disposal of any supplies, materials, equipment, and contractual services subject to the competitive bidding requirements of A.R.S. §11-254.01, and will take whatever steps are necessary to efficiently and economically serve that end. Nothing in this agreement shall be construed to require either party to participate in a cooperative purchase, or to extend an invitation or participate to the other party, when it is deemed by either party not to be in the best interest of that party.
3. That procurement or disposal of any supplies, materials, equipment or contractual services subject to this agreement shall be conducted in accordance with A.R.S. §11-254.01 and the respective town and county purchasing policies of the parties.
4. 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 are otherwise allowed by law. Vendors will be informed in the invitation for bid that one or more governmental agencies may participate in the purchase at the same price.
5. That the parties will make available, upon reasonable fee or charge, any information, technology, or other service which may assist in improving the efficiency or economy of each party's bidding process and actions.
6. That the party initiating the invitation to bids shall be responsible for and hold harmless the other party from any claims, disputes, and lawsuits arising out of the initiating party's bidding process and actions.
7. That each party, upon making a purchase at the price established by the successful bidder, will make timely payment to the vendor for supplies, materials, equipment or contractual services received in accordance with the terms and conditions of the procurement. Payment, inspections, and acceptance of such supplies, materials, equipment or contractual services ordered by the procuring party should be the exclusive obligation of such procuring party.
8. The procuring party shall hold harmless the non-procuring party from any liability which may arise out of the action or inaction of the procuring party with the respect to the payment, inspection, and acceptance of supplies, materials, equipment, or contractual services purchased.
9. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation and privilege of such procuring party.

10. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
11. This agreement shall take effect upon execution by both parties and upon filing with the Secretary of State.
12. This agreement supersedes any and all previous cooperative purchasing agreements between the parties.
13. This agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the dates indicated.

***PASSED AND ADOPTED** this _____ day of _____, 2009*

GILA COUNTY

EXECUTED BY:

By _____
Shirley L. Dawson, Chairman, Board of Supervisors

ATTESTED BY:

By _____
Steven L. Besich, County Manager / Clerk

APPROVED AS TO FORM:

By _____
Bryan B. Chambers, Deputy County Attorney
for Daisy Flores, County Attorney

TOWN OF PAYSON

EXECUTED BY:

By _____
Kenny Evans, Mayor

ATTESTED BY

By _____
Debra Galbraith, Manager

APPROVED AS TO FORM:

By _____
Samuel I. Streichman, Attorney