

City of YUMA

July 16, 2010

Sharon E. Williams
Development Services Director
City of San Luis
Box 3750
1090 E. Union Street
San Luis, AZ 85349

Purchasing Division
One City Plaza
P. O. Box 13012
Yuma, AZ 85366-3012
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RE: COOPERATIVE PURCHASE AGREEMENT WITH CITY OF YUMA

Dear Ms. Williams:

Enclosed is your copy of the signed Cooperative Agreement between the City of Yuma and City of San Luis.

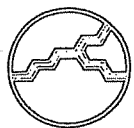
If you should have questions or I can be of help in utilization of this agreement, please call the number above.

Sincerely,

Bill Pfannenstiel, CPPB
Purchasing and Contracts Manager

/bp

encl: Approved Cooperative Purchase Agreement



City of YUMA

Exhibit "A"

CITY OF YUMA COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is entered into between the City of San Luis ("Contracting Agency") and the City of Yuma, Yuma, Arizona ("COY"), each being Eligible Public Procurement Units within A.R.S. § 41-2631 *et. Seq.*, for the purpose of allowing cooperative and reciprocal utilization of each Eligible Procurement Unit's requirements contracts with vendors for the procurement of supplies, services or construction.

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

1. The party soliciting the requirements contract will determine the specifications, terms and conditions for products, materials and services.
2. The procurement will be conducted in accordance with the procuring party's Procurement Code and applicable local and state statutes, resulting in a "requirements contract" which may be utilized by other eligible procurement units.
3. The party soliciting the requirements contract may invite other eligible procurement units to participate in certain specific bids.
4. An eligible procurement unit utilizing another eligible procurement unit's requirements contract shall:
 - A. Insure that purchase orders issued against the requirements contract are in accordance with the terms and prices established in the original procurement.
 - B. Make timely payments to the vendor for all materials and services received in accordance with the terms and conditions of the original procurement. Payment for materials or services and inspection and acceptance of materials or services ordered by an eligible procurement unit shall be the exclusive obligation of such ordering unit.
 - C. Not use a requirements contract of another eligible procurement unit as a means for obtaining additional concessions or reduced prices for similar material or services by advertising or marketing the requirements contract to third parties.
 - D. Be solely responsible for the ordering of materials or services under this Agreement. The eligible procurement unit securing the original procurement shall not be liable in any fashion for any violation by another eligible procurement unit ordering under this Agreement.
 - E. Have the exclusive obligation of exercising any right or remedies for its orders under the requirements contract.
5. Either party may terminate this Agreement without notice if the other party fails to comply with the terms of a requirements contract of the party issuing the original solicitation.
6. Except as provided in Paragraph 5, either party may terminate this Agreement upon thirty (30) days written notice to the other party.
7. This Agreement shall be effective upon execution by the parties and continue until terminated in accordance with its terms and supersedes any and all previous cooperative purchasing agreements between the parties.

CITY OF YUMA/CITY OF SAN LUIS
COOPERATIVE PURCHASE AGREEMENT
Page 2 of 2

Dated this 8th day of July, 2010.

CITY OF YUMA

City of San Luis
ELIGIBLE PROCUREMENT UNIT

BY: 
SIGNATURE

BY:  5.18.10
SIGNATURE

Gregory K. Wilkinson
PRINTED NAME

Ralph Velez
PRINTED NAME

CITY ADMINISTRATOR
TITLE

City Administrator
TITLE