

**RESOLUTION NO. 2016-32**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING THE ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT.

**BE IT RESOLVED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The Arizona State Purchasing Cooperative Agreement is hereby approved in substantially the form attached hereto as Exhibit A.

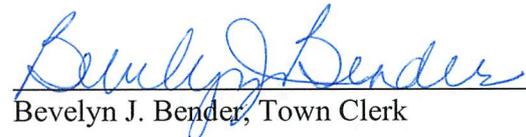
SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills, November 3, 2016.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTESTED TO:**

  
\_\_\_\_\_  
Linda M. Kavanagh, Mayor

  
\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Grady E. Miller, Town Manager

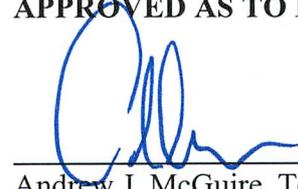
  
\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2016-32

[Arizona State Purchasing Cooperative Agreement]

See following pages.



**Douglas A. Ducey**  
Governor

**Craig C. Brown**  
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION**

OFFICE OF THE DIRECTOR

100 NORTH FIFTEENTH AVENUE • SUITE 401  
PHOENIX, ARIZONA 85007

(602) 542-1500

**ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT**

**State of Arizona Procurement Office**

and

**Town of Fountain Hills**

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(Organization Name – Eligible Procurement Unit)

This Cooperative State Purchasing Agreement (“Agreement”) is entered between the parties in accordance with Arizona Revised Statutes §41-2631, *et seq.*, Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit organizations; and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit to enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

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

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.
2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in

certain exclusive solicitations. Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.

4. The State Cooperative Member's use of eligible State contracts is discretionary. Participation in the State Purchasing Cooperative shall not restrict or limit member's ability to seek competition as needed. However, the State Cooperative Member shall not use a State contract as a means of coercion to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.
5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.
6. The State Cooperative Member shall:
  - a. Ensure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
  - b. Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.
  - c. Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement and, with the exception of other Arizona State entities subject to A.R.S. §41-621, the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement or its subject matter.
  - d. Cooperate and assist the State when requested to validate transactions reported by vendors on quarterly usage reports filed with the State Procurement Office.
7. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the

resolution of any controversy should it choose to do so.

8. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, the State Cooperative Member is to make an effort to purchase all items covered under exclusive contracts and shall not fracture purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices. Exclusive contracts are those that offer the State Cooperative member the option to participate exclusively, rather than permissively, and shall be identified as such within the contract documents.
9. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
10. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement Administrator, and shall remain in effect for a total period of five (5) state fiscal years. The State reserves the right to amend the agreement during the term of the Agreement.
11. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
12. This Agreement is exempt from the provisions of A.R.S. §§ 11-952(D) and 12-1518.
13. The State Cooperative Member certifies that its organization shall comply with the State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 2009-09 dated October 20, 2009.
14. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.
15. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
16. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.
17. Except as provided in Paragraph 15, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

**FOR THE STATE COOPERATIVE MEMBER:**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Signature:**

**Name:** \_\_\_\_\_

Barbara Corella

**Title:** \_\_\_\_\_

**Title:** State Compliance Officer

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ARIZONA STATE PURCHASING COOPERATIVE  
State Cooperative Member Contact Information**

<b>Name of Organization:</b> Town of Fountain Hills	
<b>Name of Contact Person:</b> Craig Rudolphy	<b>Qualification:</b> (Click on appropriate box) <input checked="" type="checkbox"/> Political Subdivision <input type="checkbox"/> Non-Profit Educational Institution* <input type="checkbox"/> Non-Profit Healthcare Institution* <input type="checkbox"/> Non-Profit Other*
<b>Title of Contact Person:</b> Finance Director	
<b>Telephone number of contact person:</b> 480-816-5162	<b>Fax:</b> 480-837-3145
<b>E-mail address of primary contact person:</b> crudolphy@fh.az.gov	
<b>E-mail address of secondary contact person:</b> finance@fh.az.gov  (If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)	
<b>Physical Address:</b>  16705 E Avenue of the Fountains, Fountain Hills, AZ 85268	
<b>Mailing Address (if different from the physical address):</b>  	
<b>Federal ID Tax Number:</b> 86-0650150	

Please send completed agreements and changes in contact information to:  
 State Procurement Office  
 Arizona State Purchasing Cooperative  
 100 North 15<sup>th</sup> Avenue, Suite 201  
 Phoenix, Arizona 85007  
 Or by e-mail to: [spo@azdoa.gov](mailto:spo@azdoa.gov)

**\*Non-profit entities must attach proof of non-profit status with the agreement**  
 Please notify the State Procurement Office of any changes to this information.