



**COOPERATIVE PURCHASE AGREEMENT BETWEEN
THE CITY OF YUMA
AND
PEPPM/CENTRAL SUSQUEHANNA INTERMEDIATE UNIT**

This Cooperative Purchasing Agreement ("Agreement") is entered into between the Premier Educational Purchasing Program ("PEPPM")/Central Susquehanna Intermediate Unit No. 16, Milton, Pennsylvania ("CSIU") and the City of Yuma, Arizona ("Yuma"), each being a public procurement unit within Yuma City Code § 36-18, for the purpose of allowing cooperative and reciprocal use of each Party's contracts with vendors for the procurement of supplies, services, or construction. PEPPM/CSIU 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. The Party soliciting the requirements contract will determine the specifications, terms, and conditions for contracted supplies, services, or construction services.
2. Each Party shall procure any supplies, services, and/or construction services in accordance with the applicable federal, state, and local statutes, ordinances, and regulations, including the respective Party's procurement code, administrative regulations, and/or purchasing guidelines. The Party's procurement must result in a "requirements contract" which may be used by other public procurement units.
3. The Party soliciting the requirements contract may invite other public procurement units to participate in certain specific bids.
4. When a Party (referred to as the "Using Party") uses the other Party's requirements contract, the Using Party 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 supplies and services received in accordance with the terms and conditions of the original procurement. The Using Party is solely responsible for the payment of any and all supplies or services, and inspection and acceptance of supplies or services ordered by Using Party.
 - C. Not use a requirements 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 requirements contract to third parties.
 - D. Be solely responsible for the ordering of supplies or services under this Agreement. The Party securing the original procurement shall not be liable in a fashion for any purchases or obligations incurred by the Using Party.
 - E. Have the exclusive obligation of exercising any right or remedies for its orders under the requirement 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. 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.
6. 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.

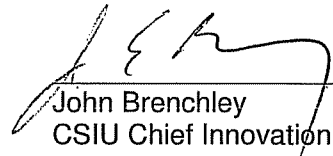
7. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other. This Agreement is not assignable.
8. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of 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 an
municipal corporation

PEPPM/Central Susquehanna
Intermediate Unit, an regional
educational service agency

Gregory K. Wilkinson
City Administrator



John Brenchley
CSIU Chief Innovation Officer

ATTEST:

Lynda L. Bushong
City Clerk

12/4/17

DATE

DATE

APPROVED AS TO FORM:

Richard W. Files
City Attorney