

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-63

A RESOLUTION APPROVING ENTRY INTO A COOPERATIVE PROCUREMENT AGREEMENT

WHEREAS, UTAH CODE ANN. §63G-6a-2105 authorizes governmental entities, including procurement units and public entities, to participate in cooperative procurement endeavors with other governmental entities and cooperative purchasing organizations; and

WHEREAS, the city of Cottonwood Heights (the “*City*”) is eligible to participate in such cooperative procurement endeavors; and

WHEREAS, UTAH CODE ANN. §63G-6a-2105 sets forth various procedural requirements that must be followed by entities desiring to participate in a cooperative procurement endeavor; and

WHEREAS, in order to participate in a cooperative procurement endeavor governed by UTAH CODE ANN. §63G-6a-2105, each party must enter into an agreement describing its respective rights and duties in relation to any resulting cooperative procurement contracts; and

WHEREAS, it is proposed that the City enter into an agreement (the “*Agreement*”) with various other public entities and procurement units in Salt Lake County, Utah to provide for cooperative procurement of goods and services relating to the parties’ respective law enforcement functions; and

WHEREAS, the city council (the “*Council*”) of the City met in regular session on 14 October 2014 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, the city attorney of the City has approved the form of the Agreement as required by statute; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Agreement as proposed in order to make efficient use of the City’s resources;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-63, shall take effect immediately upon passage.

PASSED AND APPROVED this 14th day of October 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By 
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:




Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken <i>Absent</i>	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 14th day of October 2014.

RECORDED this 15 day of October 2014.

CONTRACT NO. 02-1-14-7333

Rev. June 13, 2014/ch

**AGREEMENT PROVIDING FOR BENEFICIAL COOPERATIVE PROCUREMENT
ENDEAVORS**

This agreement (“Agreement”) dated _____, 2014, is between City of Bluffdale, the city of Cottonwood Heights, Draper City, Granite School District, Murray City Corporation, Salt Lake City Corporation, Salt Lake County Sheriff, Sandy City, City of Saratoga Springs, City of South Jordan, City of South Salt Lake, Unified Police Department of Greater Salt Lake (“Unified Police”), University of Utah, Utah Transit Authority (“UTA”), City of West Jordan, and West Valley City (collectively hereafter referred to individually as a “Party” or collectively as the “Parties”).

RECITALS

WHEREAS, Utah Code § 63G-6a-2105 provides means whereby pertinent governmental entities, including procurement units and public entities, can participate in cooperative procurement endeavors with other governmental entities and cooperative purchasing organizations; and

WHEREAS, the Parties are eligible to participate in cooperative procurement endeavors pursuant to the provisions set forth in Utah Code § 63G-6a-2105, in that the Parties are procurement units, public entities, and/or participants in a cooperative purchasing organization; and

WHEREAS, Utah Code § 63G-6a-2105 sets forth various procedural requirements that must be followed by entities desiring to participate in a cooperative procurement; and

WHEREAS, in order to participate in a cooperative procurement governed by Utah Code § 63G-6a-2105, each Party desiring to be involved in cooperative procurement endeavors must enter into an agreement describing the rights and duties of each Party in relation to any resulting cooperative procurement contracts; and

WHEREAS, the Parties anticipate that they will pursue future cooperative procurement endeavors that will provide tangible benefits to the Parties; and

WHEREAS, the Parties desire to maintain their eligibility to participate in future cooperative procurement endeavors by entering into an agreement describing the rights and duties of the respective parties with respect to such future cooperative procurement endeavors;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. Purpose: This Agreement is intended to:
 - a. provide for the Parties' participation in cooperative procurements involving two or more of the Parties identified herein; and
 - b. describe the rights and duties of each party with respect to cooperative procurements.
2. Consideration: The consideration for this Agreement consists of the mutual benefits and exchanges of promises provided herein.
3. Effective Date: This Agreement shall become effective when all Parties have executed an original or copy of this Agreement.
4. Term: The term of this Agreement shall begin on the effective date and shall continue for a period of ten (10) years unless sooner terminated pursuant to the provisions set forth in Paragraph 5 herein.
5. Termination: Any Party may terminate their participation in this Agreement by providing written notice of their intention to withdraw from this Agreement at least 60 days prior to the effective date of such withdrawal. If all Parties, or if all but one Party, withdraw from the Agreement, then the Agreement itself will automatically terminate.
6. Rights and Duties:
 - a. Any Party to this Agreement who is contemplating the cooperative procurement of goods or services may inquire as to whether the other Parties to this Agreement would also be interested in obtaining such goods or services through a cooperative procurement.
 - b. Those Parties who are interested in obtaining the particular goods or services through a cooperative procurement (the "Participating Parties") shall proceed with such cooperative procurement as follows:
 - i. The Participating Parties shall designate one Party to act as the lead party ("Lead Party"). This Lead Party shall take the primary role in conducting the cooperative procurement at issue;
 - ii. The Lead Party shall be responsible for preparing a solicitation for the goods or services sought (the "Solicitation"). This Solicitation shall comply with all requirements of the Utah State Procurement Code and must:
 1. Clearly indicate that the procurement at issue is a cooperative procurement; and

2. Identify each Party that may purchase goods or services under the resulting contract; and
 3. Indicate that the Parties identified in the Solicitation are not obligated to purchase any goods or services under the resulting contract.
 - iii. In order to obtain goods or services under the contract resulting from a particular cooperative procurement, a Participating Party involved in such cooperative procurement must first sign a participating addendum (the "Addendum"). The Addendum shall describe such Participating Party's rights and obligations in relation to the resulting contract. A Participating Party is not required to purchase goods or services under any contract resulting from a cooperative procurement. Any Participating Party who declines to purchase goods or services through a particular cooperative procurement is not required to sign a Participating Addendum.
 - iv. A Participating Party cannot obtain goods or services through a particular cooperative procurement if the Participating Party:
 1. Is not identified in the pertinent Solicitation; or
 2. Fails to sign a Participating Addendum.
 - v. All cooperative procurements conducted pursuant to this Agreement shall comply with the requirements of the Utah State Procurement Code.
7. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement by and between the Parties with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by either of the parties hereto. Any amendment to this Agreement shall be in writing, signed by all Parties.
8. Governmental Immunity. Each Party to this Agreement is a governmental entity for purposes of the Governmental Immunity Act of Utah, Utah Code Title 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. No Party waives any defenses otherwise available under the Governmental Immunity Act.
9. Authority. The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective Parties hereto, (ii) that he or she has full legal power and authority to bind the respective Parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective Parties hereto of this document will not constitute a default under any agreement to which it is a party.

10. Notices. Any notice, demand, request or other communication under this Agreement shall be in writing and mailed to the other Parties at the addresses each Party shall designate in writing. Such notices will be mailed, by first-class mail, postage prepaid, to the Parties at the pertinent designated address.
11. Severability: In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition or covenant herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed invalid to the extent of the scope or breadth permitted by law.
12. Applicable Law: The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.
13. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. Each Party represents that it has not: (1) provided an illegal gift or payoff to a Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a Salt Lake City officer or employee or former Salt Lake City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by an authorized officer of their respective entities.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

SIGNATURE PAGE PERTAINING TO THE "AGREEMENT PROVIDING FOR BENEFICIAL COOPERATIVE PROCUREMENT ENDEAVORS" BETWEEN CITY OF BLUFFDALE, CITY OF COTTONWOOD HEIGHTS, DRAPER CITY, GRANITE SCHOOL DISTRICT, MURRAY CITY CORPORATION, SALT LAKE CITY CORPORATION, SALT LAKE COUNTY SHERIFF, SANDY CITY, CITY OF SARATOGA SPRINGS, CITY OF SOUTH JORDAN, CITY OF SOUTH SALT LAKE, UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE, UNIVERSITY OF UTAH, UTAH TRANSIT AUTHORITY, CITY OF CITY OF WEST JORDAN, AND WEST VALLEY CITY.

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

By: _____
Kory Solorio, City Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor

Approved as to form:

Wm. Shane Topham, City Attorney