

COOPERATIVE PURCHASE AGREEMENT

C-73-03-001-2

This Agreement is made and entered into this 24 day of July 2002, between the Maricopa County Sheriff's Office ("MCSO"), a municipal corporation and political subdivision of the State of Arizona, and the State of Arizona Counter-Drug Procurement Program, (AZCDPP) office.

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Arizona have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, Joseph M. Arpaio, Maricopa County Sheriff has been designated by the Governor of the State of Arizona as the State Coordinator for the ' *State and Local Law Enforcement Equipment Procurement Program* established and maintained pursuant to National Defense Authorization Act Section 1122 (Title 10 USC 381) hereafter known as the '1122 Program". Subsequently the Arizona Counter-Drug Procurement Program(AZCDPP) Office was established as a quasi- state office and designated "State Point of Contact" for Program administration. Which Program permits state and local law enforcement agencies to purchase through federal procurement channels law enforcement equipment suitable for use in the performance of counter-drug activities; and

WHEREAS, after inquiry it has been determined that this contract does not conflict with any existing Maricopa County contract; and

WHEREAS, the 1122 Program will permit local law enforcement agencies to take advantage of the purchasing power of the federal government to receive discounts commensurate with large volume purchases; and

WHEREAS, this Cooperative Purchase Agreement is necessary in order that MCSO may order qualifying law enforcement equipment under the 1122 Program through the Arizona Counter-Drug Procurement Program acting as the SPOC.

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

1. The purpose of the Agreement is a cooperative agreement between MCSO and AZCDPP for the procurement of qualifying law enforcement equipment under the United States 1122 Program by the MCSO through the Arizona Counter-Drug Procurement Program, as the SPOC for the 1122 Program.
2. The MCSO shall submit all procurement requests under the 1122 Program to the AZCDPP office along with all documentation required by the Federal Government validating the counter-drug mission for each procurement request.
3. The AZCDPP office shall submit, in the name of the MCSO all procurement requests by the MCSO under the 1122 Program.
4. MCSO, shall be responsible for the payment of all costs and expenses associated with procurement requests under the 1122 Program submitted to the AZCDPP office by the MCSO. MCSO will submit a purchase order for the exact dollar amount of the product or service at the time of ordering. All orders shall be paid in full within 30 days of receipt to AZCDPP for equipment, materials and services received in accordance with the terms and conditions of the procurement.
5. Receipt, inspection and acceptance of all equipment, materials and services ordered under this

Agreement shall be the exclusive obligation of MCSO.

6. The exercise of any rights or remedies by MCSO shall be the exclusive obligation of MCSO.
7. In this Agreement, failure of an entity to secure performance under its purchase order, does not necessarily require another entity to exercise its own rights or remedies.
8. The procurement of equipment through the 1122 Program shall be subject to, and in accordance with, the terms and conditions entered into by the applicable federal agency with the vendor, except for modifications of those terms and conditions otherwise allowed by law.
9. The selection of equipment to be ordered through the 1122 Program will be at the option of MCSO, except that all such equipment shall only be procured and used for counter-drug related activities.
10. AZCDPP shall not be liable in any fashion for any violation by MCSO of the terms, guidelines, regulations and statutes applicable to the 1122 Program. MCSO agrees to hold AZCDPP harmless from any liability which may arise from action or inaction of MCSO in connection with a procurement under the 1122 Program, including any violations by MCSO of the terms, guidelines, regulations or statutes applicable to the 1122 Program.
11. Either party may terminate this Agreement immediately if the other party fails to comply with the terms of this Agreement within 30 days after written notice that it is not in compliance. Otherwise, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days notice to the other party.
12. The parties are authorized to enter into this agreement pursuant to A.R.S § 11-952 and/or the Municipal Code of the Maricopa County
13. This Agreement shall take effect upon signing by both parties.
14. This Agreement may be canceled pursuant to provisions of A.R.S. Section 38-511 which provisions are incorporated herein by this reference.

15. Notices required under this Agreement shall be sent to the following:

For MC :

MATERIALS MANAGEMENT
320 W. LINCOLN ST.
PHOENIX, AZ 85003

AHN: WALT WEGLARZ

ASST. DIRECTOR

For AZCDPP

Gary B. Cohen
Arizona 1122 Program Manager
State Point Of Contact (SPOC)
Arizona Counter-Drug Procurement Program
3325 West Durango Street, Phoenix, AZ 85009

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.

Maricopa County:

AZCDPP:

Don Staley 8/12/02

Charles B. Krieger 8/23/02

Chairman, Board of Supervisors

Charles B. Krieger
Director
Arizona Counter-Drug Procurement Program
Arizona State Coordinator (Alt.)

Attested:

Attested:

Norma Rich 8/12/02
DEPUTY CLERK, BOARD OF SUPERVISORS 672402

Gary B. Cohen 8/23/02
Gary B. Cohen
Arizona State 1122 Program Manager
State Point Of Contact (SPOC)
Arizona Counter-Drug Procurement Program

APPROVED AS TO FORM

this 11th day of July, 2002
Approved by RICHARD ROMLEY
Maricopa County Attorney

Approved as to form:

By Terry E. Eckhardt
Deputy County Attorney