

**RESOLUTION NO. 4286**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A COOPERATIVE PURCHASING MEMORANDUM OF UNDERSTANDING WITH THE MONTANA DEPARTMENT OF ADMINISTRATION.**

*WHEREAS*, the City of Miles City wishes to enter into a memorandum of understanding with the Montana Department of Administration to be eligible to purchase supplies and services from certain vendors who contract with the State of Montana;

*AND WHEREAS*, the terms of said agreement are set forth in a certain Cooperative Purchasing Memorandum of Understanding between the City and the State of Montana Department of Administration;

*NOW THEREFORE BE IT RESOLVED* by the City Council of Miles City, Montana, as follows:

1. The "Cooperative Purchasing Memorandum of Understanding," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

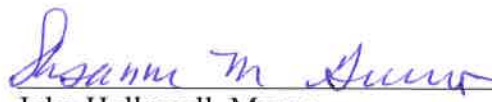
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said MOU on behalf of the City of Miles City and bind the City of Miles City thereto; and

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said MOU and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 24<sup>TH</sup> DAY OF SEPTEMBER, 2019.**

ATTEST:

  
Lorrie Pearce, City Clerk

  
John Hollowell, Mayor  
*Susanne Galbraith, Council President*

# COOPERATIVE PURCHASING MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding (MOU) is made and entered into between the Montana Department of Administration, ("STATE") and CITY OF MILES CITY, a local public procurement unit ("LOCAL UNIT") or tribal procurement unit ("TRIBAL UNIT") as defined in section 18-4-401, Montana Code Annotated (MCA).

CONTACT NAME, shall represent the LOCAL UNIT or TRIBAL UNIT in working with this Agreement. Meghan Holmlund, of the State Financial Services Division, Department of Administration shall represent the STATE.

2. The purpose of this Memorandum of Understanding is to permit the LOCAL UNIT or TRIBAL UNIT to purchase supplies and services from vendors at the prices, terms, and conditions contained in contracts between the STATE and those vendors. The methods by which the LOCAL UNIT or TRIBAL UNIT may participate in state contracts are through the Requisition Time Schedule for vehicles, Term Contracts, eMACS Marketplace, and Purchase Orders or Contracts established from Invitations for Bid or Requests for Proposal.
3. It is understood and agreed that this Memorandum of Understanding is entered into pursuant to the provisions of sections 18-4-401 through 18-4-407, MCA, and that no separate legal entity is hereby created. In compliance with this MOU, the LOCAL UNIT or TRIBAL UNIT shall indicate how it qualifies as a "Local Public Procurement Unit", as defined by 18-4-401(2), MCA:

- COUNTY
- CITY OR TOWN
- PUBLIC AGENCY
- EDUCATIONAL INSTITUTION\*
- NONPROFIT HEALTH INSTITUTION\*
- PUBLIC AUTHORITY\*
- OTHER\*

\* Those organizations that are asserting qualification under these criteria must supply the STATE with written verification that they are currently receiving public funding. **Organizations that fail to provide such verification may be rejected.**

4. The STATE shall:
  - a. Conduct the procurement in compliance with the Montana Procurement Code, Title 18, (MCA) and the Administrative Rules of Montana (ARM), Title 2, Chapter 5.
  - b. Provide the LOCAL UNIT or TRIBAL UNIT with information on all eligible Term Contracts or Requisition Time Schedule items. All prices, terms, and conditions indicated on the listing are valid for the period stated therein.
  - c. Inform vendors that the LOCAL UNIT or TRIBAL UNIT is an eligible participant in any solicitation intended for cooperative purchasing.
  - d. Determine the specifications for the supplies and services.

5. The LOCAL UNIT or TRIBAL UNIT shall:

- a. Ensure that all local or tribal procurement requirements have been met prior to participation in a state contract.
- b. Ensure that purchase orders issued against state contracts are in accordance with the prices, terms, and conditions established in the state contract.
- c. Make timely payments to the vendor. Payment for supplies, services or taxes and inspection and acceptance of supplies and services ordered by the LOCAL UNIT or TRIBAL UNIT shall be the exclusive obligation of said unit.
- e. Be responsible for the ordering of supplies or services.

The exercise of any rights or remedies by the local public procurement unit or tribal procurement unit 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 so desire.

- 6. The LOCAL UNIT or TRIBAL UNIT agrees that it will be responsible for all disputes that may arise between it and a vendor. The LOCAL UNIT or TRIBAL UNIT shall hold the STATE harmless from any liability that may arise from its utilization of this cooperative purchasing Memorandum of Understanding.
- 7. It is understood and agreed that the STATE may, pursuant to section 18-4-406 (3), MCA, charge a management fee for services provided under this Memorandum of Understanding. Such fees will not be assessed unless the LOCAL UNIT or TRIBAL UNIT has been notified.
- 8. The LOCAL UNIT or TRIBAL UNIT authorizes the Contractor to release any information pertaining to a state contract when requested by the STATE.
- 9. This Memorandum of Understanding will take effect upon execution by both parties and shall continue until it is terminated by giving 30 days written notice to the other party.

  
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FOR THE LOCAL PUBLIC PROCUREMENT UNIT  
OR TRIBAL PROCUREMENT UNIT

  
\_\_\_\_\_  
STATE PROCUREMENT BUREAU  
DEPARTMENT OF ADMINISTRATION

9/24/19  
DATE

March 04, 2020

\_\_\_\_\_  
DATE