



## MEMORANDUM

**TO:** Mayor Laurel Lunt Prussing and Members of the Urbana City Council  
**FROM:** William R. Gray, Public Works Director  
John Collins, Operations Manager  
**DATE:** January 19, 2017  
**RE:** U.S. Communities Purchasing Alliance and National Joint Powers Alliance  
Government Purchasing Agreements

### **Introduction:**

Attached are two resolutions approving master intergovernmental cooperative purchasing agreements with U.S. Communities Government Purchasing Alliance (U.S. Communities) and the National Joint Powers Alliance (NJPA).

### **Background:**

With U.S. Communities and NJPA, participating agencies may utilize competitively solicited contracts from across the nation to help save time and resources while still meeting local, state and federal purchasing requirements. All cooperative purchasing contracts from U.S. Communities and NJPA have been competitively solicited to meet rigorous cooperative standards and supplier commitments. Both organizations follow a competitive selection process which provides open access to all competitive opportunities. Agreements with U.S. Communities and NJPA may provide the City of Urbana with competitive pricing on a number of products and services commonly used by departments within the City. Included are links to the U.S. Communities web site [http://www.uscommunities.org/?q=b-wsusc&utm\\_source=Bing&utm\\_medium=CPC&utm\\_campaign=uscommunities](http://www.uscommunities.org/?q=b-wsusc&utm_source=Bing&utm_medium=CPC&utm_campaign=uscommunities) and the NJPA web site <http://www.njpacoop.org/cooperative-purchasing/>.

At this time, the Operations Division of the Public Works Department is primarily interested in purchasing updated computer software and mechanical equipment for making street signs. Although these cooperative purchasing agreements will benefit the Public Works Department, the agreements may also provide all city departments with another resource for a wide range of products and services they frequently use.

### **Fiscal Impact:**

There are no fiscal impacts associated with the U.S. Communities or NJPA membership agreements. All contracts are non-exclusive and discretionary, so that a public agency may choose to use any contract that, in their sole discretion, is in the best interest of that agency.

### **Recommendation:**

It is recommended that **A Resolution Approving a Master Intergovernmental Cooperative Purchasing Agreement with U.S. Communities Government Purchasing Alliance and A Resolution Approving a Cooperative Purchasing Agreement with the National Joint Powers Alliance** be approved.

**RESOLUTION NO. 2017-01-006R**

**A RESOLUTION APPROVING A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE**

**WHEREAS**, Article VII, Section 10(a), of the Illinois Constitution, 1970, and Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/3, confer broad power upon units of local government to contract or otherwise associate among themselves and with other states and their units of local government to obtain or share services, and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, Article VII, Section 10(a), of the Illinois Constitution, 1970, further authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, authorizes public agencies to establish intergovernmental contracts with other public agencies, within and outside the State of Illinois, with the approval of their governing bodies; and

**WHEREAS**, Section 2 of the Governmental Joint Purchasing Act, 30 ILCS 525/2, authorizes any governmental unit to purchase personal property, supplies, and services jointly with one or more other governmental units; and

**WHEREAS**, Urbana City Code Section 2-116 allows City officials who are authorized to purchase personal property and supplies for the City to perform any acts necessary to make purchases under the authority of the Governmental Joint Purchasing Act; and

**WHEREAS**, U.S. Communities Government Purchasing Alliance (the "Alliance") is a nonprofit government purchasing cooperative that aggregates the purchasing power of over 90,000 public agencies nationwide, thereby allowing participating agencies to obtain goods and services at reduced costs through existing, competitively solicited contracts between suppliers and other public agencies; and

**WHEREAS**, Public agencies pay no costs and are charged no fees to participate in the Alliance; and

**WHEREAS**, the City Council, after due consideration, finds that approval of a Master Intergovernmental Cooperative Purchasing Agreement with the Alliance is in the best interests of the residents of the City and is desirable for the welfare of the City's government and affairs.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

A Master Intergovernmental Cooperative Purchasing Agreement between the City of Urbana, Illinois, and the U.S. Communities Government Purchasing Alliance, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Finance Director of the City of Urbana, Illinois, be and hereby is authorized and directed to perform all acts necessary on behalf of the City of Urbana to effectuate the purposes of this Resolution.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor



# U.S. COMMUNITIES<sup>®</sup>

## GOVERNMENT PURCHASING ALLIANCE



### **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

#### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall be responsible for its own conduct to the extent permitted by law.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of Fairfax County VA (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Cathy Muse

Authorized Signature, Lead Public Agency

Sept 9, 2015

Date

**RESOLUTION NO. 2017-01-007R**

**A RESOLUTION APPROVING A COOPERATIVE PURCHASING AGREEMENT WITH  
THE NATIONAL JOINT POWERS ALLIANCE**

**WHEREAS**, Article VII, Section 10(a), of the Illinois Constitution, 1970, and Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/3, confer broad power upon units of local government to contract or otherwise associate among themselves and with other states and their units of local government to obtain or share services, and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, authorizes public agencies to establish intergovernmental contracts with other public agencies, within and outside the State of Illinois, with the approval of their governing bodies; and

**WHEREAS**, Section 2 of the Governmental Joint Purchasing Act, 30 ILCS 525/2, authorizes any governmental unit to purchase personal property, supplies, and services jointly with one or more other governmental units; and

**WHEREAS**, Urbana City Code Section 2-116 allows City officials who are authorized to purchase personal property and supplies for the City to perform any acts necessary to make purchases under the authority of the Governmental Joint Purchasing Act; and

**WHEREAS**, the National Joint Powers Alliance ("NJPA") is a public contracting agency of the State of Minnesota that establishes and provides nationally leveraged and competitively solicited contracts, allowing over 50,000 participating member agencies to obtain goods and services at reduced costs; and

**WHEREAS**, Public agencies pay no costs and have no minimum purchasing requirements or commitments to participate in the NJPA contract purchasing program; and

**WHEREAS**, the City Council, after due consideration, finds that approval of a cooperative purchasing agreement with NJPA is in the best interests of the residents of the City and is desirable for the welfare of the City's government and affairs.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

A National Joint Powers Alliance Joint Powers Agreement between the City of Urbana, Illinois, and the National Joint Powers Alliance, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Finance Director of the City of Urbana, Illinois, be and hereby is authorized and directed to perform all acts necessary on behalf of the City of Urbana to effectuate the purposes of this Resolution.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

**NATIONAL JOINT POWERS ALLIANCE®  
JOINT POWERS AGREEMENT**

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as "NJPA") and \_\_\_\_\_ (hereinafter referred to as "Governmental Unit").

**Recitals**

NJPA is a Service Cooperative whose creation was authorized by Minn. Stat. § 123A.21; and

NJPA is a political subdivision and government unit of the state of Minnesota. Minn. Stat. § 471.59 authorizes NJPA to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and

Governmental Unit and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors.

NJPA and the Governmental Unit hereby agree as follows:

**Agreement**

1. NJPA will make its contracts for goods and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be a Participating Member.
2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services.
3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.
5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.
7. To purchase goods and services from NJPA contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the NJPA contract. The Governmental Unit will not use the goods available under NJPA contracts for purposes of resale.



8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
9. There shall be no financial remunerations by the Governmental Unit to NJPA for the use of NJPA procurements, contracts or agreements or the payment of any fees to NJPA.
10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.
11. The NJPA contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

The Parties have executed this Agreement effective the date hereof.

**Governmental Unit**

**National Joint Powers Alliance®**

By \_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

Its \_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 DATE

**GOVERNMENTAL UNIT INFORMATION**

Indicate an address to which correspondence may be delivered.

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

Address\* \_\_\_\_\_

City, State, ZIP code\* \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Contact person\* \_\_\_\_\_

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

E-mail\* \_\_\_\_\_

Phone\* \_\_\_\_\_

Website \_\_\_\_\_

**ORGANIZATION TYPE\***

- K-12 (Public or non-profit)
- Government or municipality (Specify: \_\_\_\_\_)
- Higher education (Public or non-profit)
- Other (Specify: \_\_\_\_\_)

**REFERRED BY**

- Advertisement \_\_\_\_\_
- Current NJPA member \_\_\_\_\_
- Vendor representative \_\_\_\_\_
- Trade show \_\_\_\_\_
- NJPA website \_\_\_\_\_
- Other \_\_\_\_\_

**Return completed agreement to**

National Joint Powers Alliance ®  
202 12<sup>th</sup> Street NE  
Staples, MN 56479

**Duff Erholtz**

Phone 218-894-5490  
Fax 218-894-3045  
E-mail duff.erholtz@njpacoop.org

*\*Denotes required information*