

REQUEST FOR COUNCIL ACTION

SUBJECT: A resolution authorizing execution of an Agreement for cooperative procurement endeavors.

SUMMARY: This agreement sets forth the requirements for participation in the Agreement Providing for Beneficial Cooperative Procurement Endeavors. (See attached Resolution and Agreement for participating cities.) This agreement was requested by participating City Mayors and is supported by the Chiefs of Police of those cities.

FISCAL IMPACT: There is no cost to the City to participate in this Agreement; however, there may be potential savings to the City, which cannot be estimated at this time.

STAFF RECOMMENDATION:

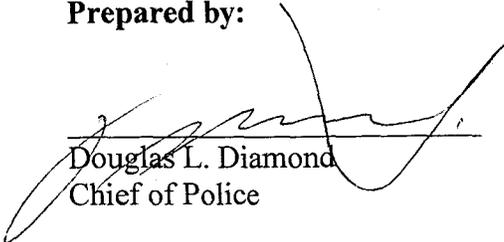
Adopt the attached resolution authorizing execution of the Agreement Providing for Beneficial Cooperative Procurement Endeavors.

MOTION RECOMMENDED:

"I move to adopt Resolution 14-108, approving the City's execution of the Agreement Providing for Beneficial Cooperative Procurement Endeavors.

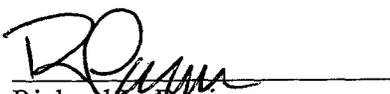
Roll Call vote required

Prepared by:



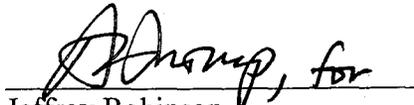
Douglas L. Diamond
Chief of Police

Recommended by:



Richard L. Davis
City Manager

Approved as to Legal Form by:



Jeffrey Robinson
City Attorney

BACKGROUND DISCUSSION:

This agreement sets forth the requirements for participation in the Agreement Providing for Beneficial Cooperative Procurement Endeavors. (See attached Resolution and Agreement for participating cities.) This agreement was requested by participating City Mayors and is supported by the Chiefs of Police of those cities. The agreement may provide potential savings to the Cities through bulk purchases, training, etc. Each police agency will continue to make the best decision for their individual agency and City. We are under no obligation to participate in any particular endeavor, but will participate where we see a potential benefit to the City.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-108

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF AN AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND CITY OF BLUFFDALE, CITY OF COTTONWOOD HEIGHTS, CITY OF SOUTH JORDAN, DRAPER CITY, CITY OF SOUTH SALT LAKE, GRANITE SCHOOL DISTRICT, UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE ("UNIFIED POLICE"), MURRAY CITY CORPORATION, UNIVERSITY OF UTAH, SALT LAKE CITY CORPORATION, UTAH TRANSIT AUTHORITY ("UTA"), CITY OF SARATOGA SPRINGS, SANDY CITY, SALT LAKE COUNTY SHERIFF'S OFFICE, AND WEST VALLEY CITY

WHEREAS, the City Council of the City of West Jordan desires to enter an agreement between the City Of West Jordan and City of Bluffdale, City of Cottonwood Heights, City of South Jordan , Draper City, City of South Salt Lake, Granite School District, Unified Police Department of Greater Salt Lake ("Unified Police"), Murray City Corporation, University of Utah, Salt Lake City Corporation, Utah Transit Authority ("UTA"), City of Saratoga Springs, City of West Jordan, Sandy City, Salt Lake County Sheriff's Office, and West Valley City; and

WHEREAS, the Mayor is authorized to execute this agreement pursuant to Utah Code Annotated 10-3-1223;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is authorized and directed to execute an Agreement as follows:

"Agreement Providing for Beneficial Cooperative Procurement Endeavors"

Section 2. This Resolution shall take effect when at least two Parties named above each execute an original or copy of this Agreement as required by law.

Adopted by the City Council of West Jordan, Utah, this _____ day of _____ 2014.

KIM V. ROLFE
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

Jeff Haaga
Judy Hansen
Chris McConnehey
Chad Nichols
Ben Southworth
Justin D. Stoker
Mayor Kim V. Rolfe

"AYE"

"NAY"

AGREEMENT PROVIDING FOR BENEFICIAL COOPERATIVE PROCUREMENT ENDEAVORS

This agreement ("Agreement") dated _____, 2014, is between City of Bluffdale, City of Cottonwood Heights, City of South Jordan, Draper City, City of South Salt Lake, Granite School District, Unified Police Department of Greater Salt Lake ("Unified Police"), Murray City Corporation, University of Utah, Salt Lake City Corporation, Utah Transit Authority ("UTA"), City of Saratoga Springs, City of West Jordan, Sandy City, Salt Lake County Sheriff's Office, and West Valley City (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 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, CITY OF SOUTH JORDAN, DRAPER CITY, CITY OF SOUTH SALT LAKE, GRANITE SCHOOL DISTRICT, UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE, MURRAY CITY CORPORATION, UNIVERSITY OF UTAH, SALT LAKE CITY CORPORATION, UTAH TRANSIT AUTHORITY, CITY OF SARATOGA SPRINGS, CITY OF WEST JORDAN, SANDY CITY, SALT LAKE COUNTY SHERIFF'S OFFICE, AND WEST VALLEY CITY

CITY OF BLUFFDALE

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney

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UTAH TRANSIT AUTHORITY

By _____
Its _____

By _____
Its _____

Approved as to Form

Legal Counsel

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SALT LAKE CITY CORPORATION

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney

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CITY OF COTTONWOOD HEIGHTS

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney

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DRAPER CITY

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney

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GRANITE SCHOOL DISTRICT

By _____
Its _____

By _____
Its _____

Approved as to Form

School District Attorney

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MURRAY CITY CORPORATION

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney

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CITY OF SARATOGA SPRINGS

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney

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SANDY CITY

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney

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CITY OF SOUTH JORDAN

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney

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CITY OF SOUTH SALT LAKE

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney

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UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE

By _____
Its _____

By _____
Its _____

Approved as to Form

Unified Police Attorney

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SALT LAKE COUNTY SHERIFF'S OFFICE

By _____
Its _____

By _____
Its _____

Approved as to Form

Salt Lake County Sheriff's Office Attorney

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UNIVERSITY OF UTAH

By _____
Its _____

By _____
Its _____

Approved as to Form

University of Utah Attorney

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CITY OF WEST JORDAN

By _____
Its _____

By _____
Its _____

Approved as to Form

ARThorup, for

City Attorney

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WEST VALLEY CITY

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney