

**RESOLUTION 15-R-22** to approve National Cooperative Purchasing Alliance (NCPA) as a purchasing cooperative under the City's Procurement Code.

**WHEREAS**, the City of Murfreesboro has adopted a procurement code, Ordinances 13-O-38 and 14-O-55, adopting the provisions of State law (T.C.A. §12-3-1205) allowing the City to enter into agreements with other governmental entities for the joint exercise of purchasing authority as a means of meeting competitive bidding requirements; and,

**WHEREAS**, the National Cooperative Purchasing Alliance ("NCPA") is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states; and,

**WHEREAS**, the City wishes to make procurements through NCPA; and,

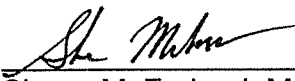
**WHEREAS**, pursuant to T.C.A. §12-3-1205 (b)(2) a municipality may participate in a cooperative purchasing agreement by adopting a resolution accepting the terms of the NCPA Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:**

SECTION 1. The City of Murfreesboro hereby adopts the terms of the NCPA Master Intergovernmental Cooperative Purchasing Agreement for procurement through the NCPA, pursuant to T.C.A. §12-3-1205(b)(2) and its procurement code.

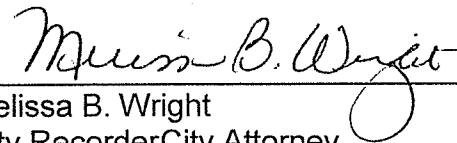
SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

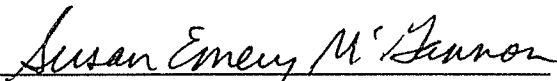
Passed: June 4, 2015

  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

  
Melissa B. Wright  
City Recorder City Attorney

  
Susan Emery McGannon



# Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

## Recitals

**WHEREAS**, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

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

**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.
2. That the procurement of Products 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 bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

EXHIBIT A

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.