

MEMORANDUM

Agenda Item No. 7(F)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: (Second Reading 3-3-15)
January 21, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Ordinance relating to cooperative purchasing; authorizing the County to participate as a lead public agency for U.S. Communities Government Purchasing Alliance; providing that user access program fee and inspector general fee shall not apply to contracts submitted for inclusion into the U.S. Communities government purchasing alliance
Ordinance No. 15-15

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

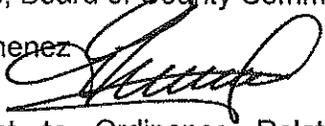
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Memorandum



Date: March 3, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

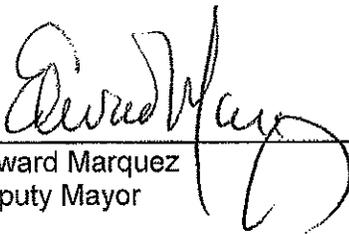
From: Carlos A. Gimenez
Mayor 

Subject: Fiscal Impact to Ordinance Relating to Cooperative Purchasing Ordinance;
Authorizing the County to Participate as a Lead Public Agency for U.S. Communities
Government Purchasing Alliance

The proposed ordinance authorizes the County to participate as a lead public agency on up to three (3) U.S. Communities cooperative purchasing solicitations, and waives the assessment of the User Access Program and Inspector General fees on those contracts.

U.S. Communities and other cooperative purchasing contracts are often accessed by the County. Such contracts are desirable due to the pricing, the speed by which we are able to secure the goods or services, and favorable contract terms achieved from the purchasing power associated with a high number of agencies accessing these types of contracts. Due to the size of our organization and nationwide recognition of Miami-Dade County's purchasing expertise, U.S. Communities has invited Miami-Dade County to act as a lead agency on future solicitations.

Even though this ordinance waives the User Access Program and Inspector General fees for up to three (3) cooperative purchasing agreements, it is expected that this ordinance will have no fiscal impact to Miami-Dade County due to favorable pricing expected on such agreements and administrative fees to be remitted by U.S. Communities to the County when other agencies access a contract when Miami-Dade County serves as the lead agency.



Edward Marquez
Deputy Mayor

fis02815



MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: March 3, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 7(F)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(F)
3-3-15

ORDINANCE NO. 15-15

ORDINANCE RELATING TO COOPERATIVE PURCHASING; AUTHORIZING THE COUNTY TO PARTICIPATE AS A LEAD PUBLIC AGENCY FOR U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE; PROVIDING THAT USER ACCESS PROGRAM FEE AND INSPECTOR GENERAL FEE SHALL NOT APPLY TO CONTRACTS SUBMITTED FOR INCLUSION INTO THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE; APPROVING LETTER OF AGREEMENT AND LEAD PUBLIC AGENCY CERTIFICATE WITH U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE, AUTHORIZING AMENDMENTS TO SAME VIA RESOLUTION, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN; DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO SUBMIT ALL LEAD AGENCY CONTRACTS TO BOARD FOR APPROVAL AND SUBMIT ANNUAL REPORTS TO BOARD ON RESULTS OF PARTICIPATION IN U.S. COMMUNITIES; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE, AND AN EFFECTIVE DATE

WHEREAS, U.S. Communities Government Purchasing Alliance ("U.S. Communities") is a government purchasing alliance that was founded in 1996 in order to aggregate the purchasing power of public and non-profit agencies nationwide by allowing participating agencies to make purchases through, or "access," existing, competitively solicited contracts between a supplier and another public or non-profit agency; and

WHEREAS, currently, over 55,000 agencies throughout the United States, including cities, towns, counties, special districts, K-12 schools, community colleges, universities, state agencies, and non-profit corporations participate in the U.S. Communities purchasing alliance; and

WHEREAS, the U.S. Communities purchasing alliance functions as follows: a lead public agency issues a competitive solicitation process designed to ensure the highest quality products and services at the lowest possible prices and, once the lead public agency has awarded the contract, it allows other agencies participating in the U.S. Communities purchasing alliance to make purchase through the lead agency's contract; and

WHEREAS, examples of local governments that have participated as a lead agency for U.S. Communities include Los Angeles County, Maricopa County, Fairfax County, City of Los Angeles, City and County of Denver, City of Charlotte, City of San Antonio and North Carolina State University; and

WHEREAS, there are no fees charged to agencies participating in the U.S. Communities purchasing alliance; in fact, it can ultimately generate revenues for a lead agency because U.S. Communities charges suppliers an administrative fee of two percent (2%) of the total sales price of all purchases made through an accessed contract and then remits five percent (5%) of the amount collected back to the lead agency; and

WHEREAS, this Board desires to have the County participate in the U.S. Communities purchasing alliance as a lead agency for up to three competitive solicitations because it may lower costs and generate revenue for the County and it serves as a positive recognition of the County's expertise in public procurement; and

WHEREAS, further, this Board desires to continue to adequately fund the Inspector General's Office by prioritizing the allocation of funds received from the five percent (5%) remitted back to the County from U.S. Communities to the Inspector General's Office, as no User Access Program fee and Inspector General fee will be assessed on the lead agency contract(s); and

WHEREAS, in order to participate in the U.S. Communities purchasing alliance, this Board desires to approve the letter of Agreement and lead public agency certificate with U.S. Communities and authorize the County Mayor or Mayor's designee to execute same on behalf of the County,

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The County is hereby authorized to participate as a lead public agency for U.S. Communities in order to advertise up to three competitive solicitations for cooperative purchasing for inclusion into the U.S. Communities' system that can later be accessed by other agencies.

Section 2. Notwithstanding and prevailing over any other provision of the Code of Miami-Dade County, Florida to the contrary, the user access program fee and the Inspector General fee shall not apply to, and shall not be assessed on, up to three contracts submitted for inclusion in the U.S. Communities' system where the County is a lead agency.

Section 3. The Letter of Agreement (Exhibit A) and the Public Agency Certificate (Exhibit B) with U.S. Communities is approved in substantially the forms attached hereto and may be amended by resolution of the Board. The County Mayor or County Mayor's designee is authorized to execute same on behalf of the County and to exercise all rights contained therein.

Section 4. The County Mayor or Mayor's designee is directed to submit to the Board for approval all contracts for which the County will serve as a lead agency via U.S. Communities, and to prepare and, pursuant to Ordinance No.14-65, to place on an agenda of the Board on an annual basis, reports to this Board detailing the results of the County's participation in U.S. Communities.

Section 5. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 6. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, be excluded from the Code of Miami-Dade County.

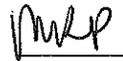
Section 7. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED: March 3, 2015

Approved by County Attorney as
to form and legal sufficiency.



Prepared by:



Monica Rizo

Prime Sponsor: Commissioner Sally A. Heyman



Exhibit A

INTERNAL SERVICES DEPARTMENT
111 NW 1st Street • Suite 1300
Miami, Florida 33128 - 1974
T (305)375-5289 F (305)375-4407 (305)372-6128

miamidade.gov

November 11, 2014

Kevin Juhring
General Manager
U.S. Communities Government Purchasing Alliance
9711 Washingtonian Blvd. Suite 100
Gaithersburg, MD 20878

This letter sets forth the terms of the agreement between Miami-Dade County (the "County") and U.S. Communities Government Purchasing Alliance (U.S. Communities) to share in the administrative fees that U.S. Communities receives from contracts placed by the County as Lead Public Agency. A Lead Public Agency is one that solicits and awards a Master Agreement. A Master Agreement provides that any state, county, special district, local government, school district, private K-12, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization may purchase goods and/or services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities and acceptance of the terms and conditions of the Master Intergovernmental Cooperative Purchasing Agreement (the "MICPA"), in which case the Public Agency becomes a "Participating Public Agency". Prior to serving as a Lead Public Agency, the County will agree to the terms of that certain MICPA by signing the U.S. Communities Lead Public Agency Certificate.

The County, in its sole discretion, will decide in which contracts, if any, it will serve as Lead Public Agency. Any solicitation and resultant Master Agreement awarded by the County as Lead Public Agency will include the U.S. Communities Administration Agreement. The Administration Agreement is a contract between U.S. Communities and the supplier (any awarded vendor) which shall provide for the supplier to pay U.S. Communities a monthly administrative fee based upon the total sales of all goods and/or services purchased and billed pursuant to a Master Agreement (the "Total Sales"). The County shall bear no responsibility to U.S. Communities for assessing, collecting or remitting any such administration fees to U.S. Communities and U.S. Communities will look solely to the supplier for such administration fee payments. Unless otherwise provided, the amount of such administrative fees shall be two percent (2%) of the Total Sales. U.S. Communities hereby agrees to pay the County as Lead Public Agency five percent (5%) of administrative fees U.S. Communities receives from the supplier for Total Sales pursuant to a Master Agreement for which the County is a Lead Public Agency.

All payments due to the County pursuant to the terms set forth herein shall not require an invoice from the County and shall be due within forty-five (45) days after U.S. Communities receives said administrative fees. U.S. Communities further agrees that the County shall bear no responsibility or liability to U.S. Communities for the termination or breach by the County of any Master Agreement in which the County decides to participate.

The terms of this agreement are effective as of the date set forth below and shall remain in effect through expiration of any and all Master Agreements awarded by the County as Lead Public

MIAMI-DADE
Defining Excellence Every Day



INTERNAL SERVICES DEPARTMENT
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miamidade.gov

Agency, or upon termination in writing by mutual consent of the parties. The terms of this agreement shall remain in effect unless amended in writing by mutual consent of the parties. The County's contact person is Miriam Singer, Assistant Director, Internal Services Department, who will manage this agreement on behalf of the County, and to whom all notices regarding this agreement will be sent by U.S. Communities.

IN WITNESS WHEREOF, the parties have executed this agreement.

MIAMI-DADE COUNTY

USC:

Signature: Kevin Juhring

Name: Kevin Juhring

Title: General Manager

Date: November 12, 2014

Attest: _____
Corporate Secretary

Corporate Seal (if applicable)



Exhibit B

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of _____ (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.

Authorized Signature, Lead Government Agency

Date



U.S. COMMUNITIES™
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 the Intergovernmental Cooperation Act as may be 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 shall be responsible for the ordering of Products and Services 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 hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
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.