



MODEL RESOLUTION
For Renewing Membership in the Morris County Cooperative Pricing Council

AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL TO RENEW MEMBERSHIP THEREIN FOR THE PERIOD OF OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2016

WHEREAS, the Morris County Cooperative Pricing Council ("MCCPC") was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of educations, and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, \_\_\_\_\_ (insert name of contracting unit) desires to enter into an Agreement with the MCCPC, which is administered by Randolph Township as Lead Agency to renew its membership in the MCCPC for the period of October 1, 2011 through September 30, 2016.

BE IT RESOLVED, by the \_\_\_\_\_ (insert name of contracting unit), County of \_\_\_\_\_, State of New Jersey as follows:

1. \_\_\_\_\_ (insert approving authority) of the \_\_\_\_\_ (insert name of contracting unit) hereby authorizes the execution of an Agreement with the Morris County Cooperative Pricing Council by the Township of Randolph as Lead Agency dated October 1, 2011 pursuant to N.J.S.A. 40A:11-11(5). Said Agreement is for renewal of membership in the MCCPC for a five (5) year period from October 1, 2011 through September 30, 2016.

2. The \_\_\_\_\_ (insert name of contracting unit) Clerk is hereby directed to submit a copy of this adopted Resolution, along with an executed Agreement, to Randolph Township as Lead Agency of the MCCPC.

3. This Resolution shall take effect immediately upon final passage according to law.
  
4. All appropriate \_\_\_\_\_ (insert name of contracting unit) officials are authorized and directed to perform all required acts to affect the purpose of this Resolution.

**CERTIFICATION**

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_ (insert name of contracting unit), hereby certify the foregoing to be a true copy of a Resolution adopted by the \_\_\_\_\_ (insert name of contracting unit) at a duly convened meeting held on \_\_\_\_\_.

\_\_\_\_\_  
(Clerk)



MORRIS COUNTY COOPERATIVE PRICING COUNCIL

A SHARED SERVICES SUCCESS STORY SINCE 1974

Morris County Cooperative Pricing Council
502 Millbrook Avenue, Randolph, NJ 07869-3799
Tel: (973) 989.7059 • Fax: (973) 989.7076

MORRIS COUNTY COOPERATIVE PRICING COUNCIL AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

("Contracting Unit")

and:

MORRIS COUNTY COOPERATIVE PRICING COUNCIL, by the TOWNSHIP OF RANDOLPH, a Municipal Corporation of the State of New Jersey 07869-3799, Acting as Lead Agency for the Morris County Cooperative Pricing Council.

("MCCPC")

WITNESSETH:

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes two or more contracting units to enter into a cooperative pricing agreement for the purchase of work, materials and supplies; and

WHEREAS, the MCCPC was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of educations, and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, the Contracting Unit is desirous of entering into said Agreement to join or renew membership in the MCCPC.

NOW, THEREFORE, IN CONSIDERATION of the promises and of the covenants, terms and conditions herein set forth, it is mutually agreed as follows:

1. The term of this Agreement shall be from **OCTOBER 1, 2011** to **SEPTEMBER 30, 2016**, subject to the approval of the Division of Local Government Services. Each Contracting Unit shall execute a separate, identical Agreement with the MCCPC establishing or renewing its membership with the MCCPC. All parties shall have approved the within Agreement by Ordinance or Resolution as appropriate. An executed Agreement and authorizing Ordinance or Resolution shall be submitted to the Lead Agency. Any party to this Agreement shall give written notice to the Lead Agency of its intention to terminate its participation in the MCCPC by August 31<sup>st</sup> of any year during the Agreement term. Said termination shall be effective on October 1<sup>st</sup> following said notice. The withdrawal of any member in the MCCPC shall not invalidate the Agreement.
2. The MCCPC shall be administered by the Lead Agency. The Lead Agency is hereby designated as Randolph Township. The Lead Agency shall prepare bid specifications, advertise for bids, receive and evaluate bids and award contracts pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.
3. The Lead Agency shall have sufficient funds to enable it to administer the MCCPC.

It is agreed that each member shall pay to the Lead Agency an annual fee of One Thousand Two Hundred Fifty Dollars **(\$1,250.00)** as their estimated prorated share of the administrative expenses. **A DISCOUNT IN THE AMOUNT OF ONE HUNDRED FIFTY DOLLARS (\$150.00) SHALL BE APPLIED TO MEMBERS WHO SUBMIT THEIR PAYMENT EARLY.** A reduced fee of One Thousand One Hundred Dollars **(\$1,100.00)** can be submitted in lieu of the full fee if said payment is received by the Lead Agency within forty-five **(45) days** from the date of the invoice. The full fee is due to the Lead Agency within ninety **(90) days** from receipt of the invoice from the Lead Agency. Failure of any member to submit the annual fee to the Lead Agency within ninety (90) days of the date of the invoice shall result in the termination of membership.

The annual fee is for the administration of the MCCPC and does not cover fees associated with litigation costs.

Members may join or rejoin the MCCPC at any time for a prorated fee to be determined by the Lead Agency.

4. Each member of the MCCPC shall provide the Lead Agency with one contact person. The MCCPC shall provide the designated contact person for each member with all notices and correspondence related to the MCCPC.
5. The Lead Agency shall hold an annual meeting of the members to update the members on the MCCPC activities, provide a forum for the exchange of ideas and to address any concerns.

6. The work, materials or supplies to be bid by the MCCPC may include the following:

Contract	Description
#1	Motor Gasoline
#2	#2 Fuel Oil (Heating)
#3	Rock Salt & Liquid Calcium Chloride
#4	Snow Grits
#5	Paving Materials
#6	Road Resurfacing
#7	Drainage Pipe (Delivered)
#8	Anti-Freeze
#9	Crushed Stone, Gravel & Sand
#10	Lumber, Insulation, Hardware & Paint Supplies
#11	Motor Oils
#12	#2 Ultra Low Sulfur Diesel Fuel
#13-A	Fire Equipment Services
#13-B	Fire Water Pumps on Motorized Fire Apparatus (Repair/Rebuilding/Preventive Maintenance Contract)
#14	Catch Basins & Manhole Castings
#15-A	Police Pursuit Vehicles
#15-B	Administrative Passenger Vehicles
#15-C	Utility Vehicles
#15-D	Dump Bodies
#15-E	Hybrid Vehicles
#16	Office Supplies
#17	Water Treatment Chemicals
#18	Tree Removal, Trimming & Stump Grinding Services
#19	Cinder & Concrete Blocks
#20-A	Sporting Goods (Spring/Summer Sports)
#20-B	Sporting Goods (Winter/Fall Sports)
#21	Oil & Stone Treatment
#22	D.P.W. Uniforms & Shoes (Purchase)
#23	Police Uniforms & Equipment
#24	Bagged Cement & Poured Concrete
#25	Janitorial Supplies
#26	Beam Guide Rail & Safety Ends (Installed)
#27	Traffic Paint
#28	Sign Materials
#29	Pest Control Services (Buildings)
#30	Office Paper Supplies
#31	Calcium Chloride Bags
#33	Clay for Athletic Fields
#34	Tree Spraying
#35	Light Bulbs

#36	Traffic Striping on Roadways
#37	Traffic Signal Maintenance & Repairs
#38	Preventive Maintenance/Repair of Communications Equipment (Radios)
#39	Furnishing Trophies & Plaques
#40	Personal Protection Items & Equipment for Emergency Personnel
#41	Purchase of Communications Equipment (Radios), No Installation
#42	Landscaping Materials
#43	Propane Gas
#44	Welding Supplies
#45	Septic Pumping/Sludge Removal & Disposal Services
#46	Preventive Maintenance & Repairs of Emergency Generators
#47	Water Meters/Data Recorders & Radio Frequency Meter Interface Units
#48	Equipment Parts for Turf Care
#49	Disposal/Recycling of Municipal Road Clean-Up Materials (Street Sweepings/Asphalt/Concrete/Soil/Dirt)
#50	Fire Department Uniforms (Purchase)
#51	Deer Carcass Removal & Disposal
#52	Fire Alarms, Sprinklers, Standpipe Systems, Fire Pumps (Preventive Maintenance Contract)
#53	Fencing Materials & Installation

Contracts may be added or deleted as determined by the Lead Agency to be in the best interests of the MCCPC.

7. During the preparation of the bid specifications, the Lead Agency shall solicit estimated quantities of materials desired from the members for those contracts where appropriate. Said estimated quantities shall be included in the bid specifications. The bid specifications shall clearly provide to all vendors that said estimated quantities are simply estimates and the actual quantity ordered may be more or less. Similarly, members may not rely upon the estimated quantity submitted but instead all orders are subject to availability by the vendor at the time the order is actually placed by the member.
8. The ordering of materials or services through the MCCPC contracts shall be the individual Responsibility of each of the members and the vendor shall bill each of the members directly for the materials or services obtained by that member directly. Each of the members shall be liable only for materials and services ordered by and received by it, and none, by virtue of this Agreement, assures any additional liability. Additionally, the MCCPC and the Lead Agency are not liable for materials or services ordered by and received by the individual members.
9. All complaints and/or problems associated with contracts awarded through the MCCPC must be submitted in writing to the Lead Agency. To the extent possible given the limited jurisdiction of the MCCPC, the Lead Agency will attempt to resolve all issues on behalf of its members. Reporting of all issues is also required so that they can be taken into consideration for future contracts.

10. Nothing in this Agreement shall prevent any party from bidding, awarding and entering into Contracts for the purchase of goods or services individually on its own behalf.
11. The purpose of the MCCPC is to cooperatively bid contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., for the purchase of goods and services in an effort to obtain the most competitive prices for the public body members. The MCCPC and Randolph Township as Lead Agency do not accept liability for damages which relate to or arise out of the ordering of, purchasing of or payment for goods or services by members under the MCCPC contracts.
12. This Agreement shall be binding upon and endure to the benefit of the successors and Assigns of the respective parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

ATTEST:

\_\_\_\_\_  
(insert member agency)

\_\_\_\_\_  
(insert name)

\_\_\_\_\_  
(insert name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

MORRIS COUNTY COOPERATIVE PRICING  
COUNCIL by TOWNSHIP OF RANDOLPH  
as Lead Agency

\_\_\_\_\_  
Anita Doerr  
Secretary/MCCPC Coordinator

\_\_\_\_\_  
John C. Lovell  
Township Manager/MCCPC Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_