

TOWNSHIP OF SILVER SPRING
Cumberland County, Pennsylvania

ORDINANCE NO. 3 of 2008

AN ORDINANCE OF THE TOWNSHIP OF SILVER SPRING,
CUMBERLAND COUNTY, PENNSYLVANIA
PROVIDING FOR AN INTERGOVERNMENTAL COOPERATION
AGREEMENT APPOINTING THE MUNICIPAL UTILITY ALLIANCE
AS THE CONSULTANT OF THE TOWNSHIP OF SILVER SPRING
FOR THE PURPOSE OF BIDDING AND PURCHASING CERTAIN SERVICES AND
PRODUCTS AS DESIGNATED IN PARAGRAPH 5 OF THE
INTERGOVERNMENTAL COOPERATION AGREEMENT

BE IT ORDAINED by the Board of Supervisors of the Township of Silver Spring,
Cumberland County, Pennsylvania, as follows:

SECTION 1: The Chairman of the Board of Supervisors of the Township of Silver Spring (the "Township") and the Township Secretary are authorized and directed to execute and deliver an Intergovernmental Cooperation Agreement and Joinder Agreement, attached hereto and made a part hereof.

SECTION 2: The conditions, duration and term, purpose and objective, scope and authority delegated are set forth in the attached Intergovernmental Cooperation Agreement.

SECTION 3: The provisions of this Ordinance shall be severable, and if any of its provisions shall be held to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect the validity of any remaining provisions of this Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted and enacted as it such unconstitutional, illegal or invalid provision had not been included therein.


SECTION 4: Any ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 5: This Ordinance shall become effective five (5) days from the date of enactment.


DULY ENACTED AND ORDAINED INTO LAW as Ordinance No. 3 of 2008 this
26th day of March, 2008 by the Board of Supervisors of the Township of Silver Spring.

ATTEST:

BOARD OF SUPERVISORS
TOWNSHIP OF SILVER SPRING



Township Secretary



Chairman

JOINDER AGREEMENT

The Township of Silver Spring, with offices at 6475 Carlisle Pike, Mechanicsburg, Pennsylvania 17050, intending to be legally bound hereby, joins in the Intergovernmental Cooperation Agreement dated as of the 1st day of April, 1998 by and among MUNICIPAL UTILITY ALLIANCE, a Pennsylvania non-profit corporation, and all other Pennsylvania Local Governments signatory to said Agreement. This Joinder Agreement shall have the same force and effect as if the undersigned had executed an original Agreement with all other Pennsylvania Local Governments executing a Joinder Agreement.

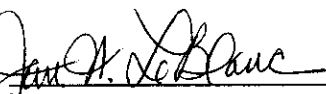
EXECUTED on this 26th day of March, 2008.

ATTEST:

BOARD OF SUPERVISORS
TOWNSHIP OF SILVER SPRING



Township Secretary

By: 

Chairman

INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Cooperation Agreement is made and entered into as of the 1st day of April, 1998 by and among the MUNICIPAL UTILITY ALLIANCE, a Pennsylvania non-profit corporation with its principal office located at 414 North Second Street, Harrisburg, Pennsylvania 17101, and each Pennsylvania Local Government (herein Agency-Agencies) which joins in this Agreement by the execution of a Joinder Agreement, in the form attached hereto as Exhibit A.

WITNESSETH:

WHEREAS, Federal and Commonwealth laws, now in effect, have resulted in deregulation of certain utilities, thereby making possible cost savings by Agencies through joint purchasing in volume; and,

WHEREAS, a joint purchasing program can also save funds by utilizing the expertise of a bidding and purchasing consultant; and,

WHEREAS, the Municipal Utility Alliance (herein "MUA") was created specifically to act as consultant for Agencies in the bidding and purchase of utility services and products; and,

WHEREAS, the Intergovernmental Cooperation Act, Act No. 177 of 1996, provides that two or more local governments may jointly cooperate with any similar entities located in any other state, in the exercise or in the performance of their respective governmental functions, powers or responsibilities; and further provides that local

governments or other entities so cooperating shall enter into joint agreements as may be deemed appropriate for those purposes; and,

WHEREAS, it is the desire of each Agency to enter into this Intergovernmental Cooperation Agreement to jointly retain a bidding and purchasing consultant, for the purposes herein set forth;

NOW, THEREFORE, in consideration of these premises and intending to be legally bound hereby, the Agencies and the MUA agree as follows:

1. Participants.

Local Governments permitted to participate in this Agreement are: counties, a city of the second class, second class A and third class, a borough, incorporated town, township of the first and second class, a school district, a municipal authority, and governmental agencies created by a local government.

In addition, similar entities located in any other state may participate.

2. Recitals.

The recitals to this Agreement are incorporated herein by reference and shall, for all purposes, be part of this Agreement.

3. Designation of Consultant.

The Agencies, in accordance with the authorization provided in the Intergovernmental Cooperation Act, hereby designate the Municipal Utility Alliance as the Agencies' bidding and purchasing consultant for the joint purchase of utilities services and products hereinafter set forth, and subject to the conditions hereinafter set forth.

4. MUA Limited Status.

The MUA shall at all times act solely as a bidding and purchasing consultant for Agencies executing this Agreement and MUA shall have no authority to act as an aggregator or market aggregator or broker or marketer as defined in Section 2803 of Act 138 of 1996.

5. Services and Products.

The products which are the subject of this Agreement include but are not limited to:

Communications and utility services and products;

Telecommunications services and products;

Energy conservation services and products;

Electric power, natural gas, heating oil and services and products appurtenant thereto;

Such other services and products as may be authorized by the MUA by-laws from time to time.

6. MUA Functions.

The MUA shall:

- (a) Establish bidding and purchase contract forms;
- (b) Formulate relevant standards or specifications for the services and products upon which Agencies may receive bids;
- (c) Identify and develop alternative bidding options related to the services and products aforesaid;
- (d) Review and open bids submitted and determine the lowest responsible bidder when competitive bidding is required;
- (e) Review and open bids submitted and negotiate prices with service and product suppliers when competitive bidding is not required;

- (f) When feasible, arrange for Master Agreement provisions enabling residents of local governments to participate in cost savings provided by service and product suppliers;
- (g) Obtain written acceptances of bids from those Agencies desiring to participate and coordinate execution and delivery of the necessary contract documents;
- (h) Provide such other bidding and purchasing related services as necessary to operate the program.

7. General Provisions.

- (a) The MUA shall have no authority to accept or to execute any contract on behalf of any Agency;
- (b) No Agency shall be liable for any cost, fee or expense which is not specifically set forth in this Agreement;
- (c) MUA shall promptly notify all participating Agencies upon receipt of valid bids;
- (d) No Agency shall bid, or contract for, any item jointly bid under the MUA program for a period of one hundred eighty (180) days after joint bids have been received;
- (e) Upon receipt of any bid for services or products, an Agency desiring to participate in the bid, must provide the MUA, within the time specified, the Agencies' written acceptance;
- (f) An Agency which accepts a bid shall be bound by the terms and conditions of the bid and will be responsible for payment directly to the vendor under each purchase contract;
- (g) Agencies participating in this program need not accept any bid at any time.

8. Information Provided By Agency

Agencies participating in this program shall, when requested by MUA from time to time, provide MUA with all data and information pertinent to the preparation of

bids and contracts, or otherwise required in administration of the MUA program, as set forth in formal documents provided by MUA.

9. Ordinance.

Each Agency joining in this Agreement shall enact an ordinance (resolution for Agencies not authorized to adopt ordinances) in substantially the form attached hereto and marked Exhibit B.

10. Term.

The term of this Agreement shall be for a period of four (4) years (1460 days) commencing on the date the Agency executes the Joinder agreement unless renewed or extended as hereinafter provided, i.e.: Either party hereto may terminate this Agreement at the end of the primary term hereof or any renewal term by giving to the other party not less than sixty (60) days written notice prior to the expiration date. If no such written notification shall be given by either party then the term of this Agreement shall be automatically renewed upon the same terms and conditions for a period of ninety (90) days and so on from renewal term to renewal term.

For purposes of this paragraph, written notice shall be sent by certified or registered mail, return receipt requested, postage prepaid.

11. Severability.

In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12. Notice.

Notice under this Agreement shall be provided as follows:

Municipal Utility Alliance
414 North Second Street
Harrisburg, PA 17101

The Pennsylvania Local Government which is a party hereto:

As provided in the Joinder Agreement

DULY EXECUTED AS OF THE DATE ON PAGE ONE HEREOF.

MUNICIPAL UTILITY ALLIANCE

By: _____
President

ATTEST:

Secretary