

Item #3:
Cooperative Purchasing Agreement With
Lake County Municipal League

Lake County Municipal League

1937 North Municipal Way • Round Lake Beach, Illinois 60073

• Phone: 847/270-3126 • Fax: 847/546-2064 • e-mail: LCML@sbcglobal.net

Members

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Bannockburn
Barrington
Barrington Hills
Beach Park
Buffalo Grove
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Fox Lake
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Green Oaks
Gurnee
Hainesville
Hawthorn Woods
Island Lake
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Lake Barrington
Lake Bluff
Lake County
Lake Villa
Lake Zurich
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Lindenhurst
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Round Lake
Round Lake Beach
Round Lake Heights
Round Lake Park
Third Lake
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Associate Members

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USAgain
Windsor Outdoor

Letter of Commitment Between the Lake County Municipal League and The Village of Long Grove, IL.

I. Background

The Lake County Municipal League ("League") has established the Lake County Municipal League Cooperative Purchasing Program ("Purchasing Cooperative") to facilitate intergovernmental cooperation among Lake County Municipalities to jointly bid certain public improvement projects. Each municipality is expected to execute a Letter of Commitment to identify specific projects the municipality agrees to participate in the joint bidding program, in accordance with the terms and conditions set forth below:

II. League Responsibilities

The League agrees to prepare the appropriate documents and take all necessary actions to bid out the Participating Projects identified by the Municipality in **Exhibit A** of this Letter of Commitment. The bid documents shall include the quantity and other specifications identified by the Municipality and other participating municipalities for the Participating Project. The bidding will be done by Lake County Municipal League in accordance with laws. Upon receipt and review of the bids submitted for a Participating Project, the League agrees to notify the Municipality of the bids received for the Participating Projects, and the bid that the League recommends that the Municipality accept (*Recommended Bidder*).

III. Municipality Responsibilities

The [Village] {City} of _____ ("*Municipality*") desires to participate in the Purchasing Cooperative and selects the projects identified on **Exhibit A** for participation ("*Participating Projects*"). After a participating Project has been bid and the League has identified a Recommended Bidder, the Municipality agrees to negotiate in good faith and enter into an individual contract with the Recommended Bidder for that Project, in accordance with the bid quantity and specifications and the Municipality's purchasing procedures. The Municipality may, however, object to the Recommended Bidder in writing to the League, who must then transmit the objections to all participating municipalities. If a majority of the participating municipalities agree to reject the Recommended Bidder and other bids for a Participating Project, the Municipality shall not be obligated to enter into a contract for the Project. The Municipality may withdraw from the joint bid of a Participating Project by submitting written notice to the League at any time **prior** to the bid date for the Project.

IV. General Terms

The term of this commitment shall be for one year, and shall automatically renew unless sooner terminated by a party. Termination must be in writing to the other party.

Date _____

Date _____

Village of Long Grove

Lake County Municipal League

By: _____

By: _____

Its: _____

Its: _____

Exhibit A
Participating Projects

The Village of Long Grove selects the following projects for participation in the Purchasing Cooperative:

Crack Sealing/Routing (number of lbs. needed)

Pavement Marking (feet needed in various lengths)

Pavement Patching (specs to come)

Power Washing Water Towers (height of towers)

Sewer Televising and Cleaning (miles to televise and clean plus diameter of pipes)

Street Sweeping (curb miles and frequency)

Tree Removal/Tree Pruning (quantity of small, medium, large trees by diameter
4.5' above grade)

Quantities will be needed before the bid specifications are written.

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Mundelein
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This Agreement is By and Between the Lake County Municipal League (LCML) the Village of Long Grove and each of the other signatory municipalities.

Agreement. The participants in this Joint Exercise of Powers Agreement, hereinafter referred to as the Agreement, agree to jointly or cooperatively exercise certain powers common to them for the procurement of various goods and services by the participants. The term "governmental agency" as defined and used in this Agreement, includes any city, county and incorporated town.

Purpose. The purpose of this Agreement is to allow for the cooperative efforts to provide for contract and vendor relationships to purchase supplies, materials, equipment or services (hereinafter referred to as goods and services,) as a result of the current and active competitive bidding process exercised by the LCML, as the legally delegated bidding agency on behalf of the participating municipalities.

Whereas, parties to this Agreement are defined as Illinois municipal corporations and

Whereas, this Agreement is intended to be made pursuant to the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, which authorizes two or more governmental agencies to exercise jointly or cooperatively powers which they possess in common; and

Whereas, the undersigned Participating Governmental Agency asserts it is authorized by Intergovernmental Cooperation Statutes to enter into an agreement with LCML to cooperate in procurement of goods and services; and

Whereas, the undersigned Participating Municipality and LCML desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of accessing available purchasing contracts for goods and services from each other which can be most advantageously done on a cooperative basis;

Now Therefore, it is mutually agreed as follows:

1. The Parties to this agreement shall provide in a cooperative manner access to each other's purchasing efforts to procure supplies, equipment, materials and services hereinafter referred to as "goods and services",
2. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the joint purchasing of goods and services, including the Governmental Joint Purchasing Act, 30 ILCS 525/1 et seq.,
3. Either Party to this Agreement may terminate their participation in this Agreement upon thirty (30) days written notice,
4. Neither Party to this Agreement claims any proprietary interest of any nature whatsoever in any of the other participants in this Agreement
5. Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party or other participating parties and the results thereof.

6. Both Parties to this Agreement agree to abide by all of the general rules and regulations and policies of the participating agencies that they are receiving goods and services from;

7. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers;

8. Both Parties to this Agreement agree to provide for the disposition of any property or surplus moneys (as defined by the participant) acquired as a result of this joint exercise of powers in proportion to the contributions of the governing bodies and;

9. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body.

10. The Participating Municipality hereby delegates its authority to conduct competitive bidding for goods and services to the LCML.

This Agreement allows for the LCML to provide procurement contracts on behalf of all qualified participating agencies.

PARTICIPANT INFORMATION

Applicant Name: Village of Long Grove
Address: 3110 Old McHenry Road, Long Grove, IL 60047
Contact Person: David Lothspeich
Title: Village Manager
E-mail: Dlothspeich@longgrove.net
Phone: 847-634-9440

The undersigned parties have agreed this day to the above conditions.

Village of Long Grove:

Lake County Municipal League

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TITLE

TITLE

DATE

DATE

Completed agreements may be returned to:

Lake County Municipal League
1937 Municipal Way
Round Lake Beach, IL 60073
Chris Gentes
(847) 270-3126 phone
(847) 546-2064 fax
(847) 830-7734 cell
Lcml@sbcglobal.net