

**TOWNSHIP OF ANTRIM,
FRANKLIN COUNTY, PENNSYLVANIA
ORDINANCE NO. 342 OF 2015**

AN ORDINANCE APPROVING A "COOPERATIVE PURCHASING PROGRAM AGREEMENT"

WHEREAS, Township of Antrim desires to enter into a "Cooperative Purchasing Program Agreement" with the "Keystone Purchasing Network", (hereinafter referred to as "KPN"); and

WHEREAS, KPN is a cooperative purchasing program operating under Chapter 19, Intergovernmental Relations of the Pennsylvania Commonwealth Procurement Code, 62 Pa. C.S. §§1901et seq., (hereinafter referred to as the "Act"); and

WHEREAS, Township of Antrim is a political subdivision authorized to participate in KPN as a "Local Public Procurement Unit" as defined in the "Act"; and

WHEREAS, Section 3102 (h)(3) of the Second Class Township Code provides that contracts or purchases made by the Board of Supervisors with another municipal corporation, county, school district or municipal authority, a council of government, consortium, cooperative or other similar entity created pursuant to 53 Pa. C.S.A. Ch. 23 Subch. A (relating to intergovernmental cooperation) do not require advertising by the Board of Supervisors; and

WHEREAS, KPN is one of the entities referenced in Section 3102 (h)(3) of the Second Class Township Code; and

WHEREAS, the "Intergovernmental Cooperation Act" (53 Pa.C.S § 2301-2315) requires the passage of an ordinance and a written agreement with KPN in order for the purchasing agreement to be effective; and

WHEREAS, the Township of Antrim Board of Supervisors find it to be in the best interest of the public health and welfare of the residents of the Township to enter into the "Cooperative Purchasing Program Agreement" with KPN.

NOW THEREFORE, BE IT ENACTED AND ORDAINED, by the Board of Supervisors of the Township of Antrim, Franklin County, Pennsylvania, that the Code of the Township of Antrim, Pennsylvania (hereinafter "Code") shall be amended by the addition of the following Chapter 8 entitled "Cooperative Purchasing Agreements". The body of Chapter 8 shall be as follows:

§8-1. Township of Antrim desires to enter into a "Cooperative Purchasing Program Agreement" with the "Keystone Purchasing Network", (hereinafter referred to as "KPN").

§8-2. KPN is a cooperative purchasing program operating under Chapter 19, Intergovernmental Relations of the Pennsylvania Commonwealth Procurement Code, 62 Pa. C.S. §§1901et seq., (hereinafter referred to as the "Act").

§8-3. Township of Antrim is a political subdivision authorized to participate in KPN as a "Local Public Procurement Unit" as defined in the "Act".

§8-4. Section 3102 (h)(3) of the Second Class Township Code provides that contracts or purchases made by the Board of Supervisors with another municipal corporation, county, school district or municipal authority, a council of government, consortium, cooperative or other similar entity created pursuant to 53 Pa. C.S.A. Ch. 23 Subch. A (relating to intergovernmental cooperation) do not require advertising by the Board of Supervisors.

§8-5. KPN is one of the entities referenced in Section 3102 (h)(3) of the Second Class Township Code.

§8-6. The "Intergovernmental Cooperation Act" (53 Pa.C.S § 2301-2315) requires the passage of an ordinance and a written agreement with KPN in order for the purchasing agreement to be effective.

§8-7. The Township of Antrim Board of Supervisors find it to be in the best interest of the public health and welfare of the residents of the Township to enter into the "Cooperative Purchasing Program Agreement" with KPN.

§8-8. The Township shall enter into a "Cooperative Purchasing Program Agreement" with KPN. A copy of said Agreement is labeled Exhibit "A", attached hereto and incorporated herein by reference as if set forth in full hereunder.

Severability. If any article, section, or provision of this ordinance should be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

Repealer. All other Township ordinances, or parts of other ordinances in conflict herewith, are hereby repealed.

Effective date. This ordinance shall become effective in accordance with the law.

ENACTED by the Board of Supervisors of the Township of Antrim at its regular meeting the 23rd day of June, 2015.

Attest:

Board of Supervisors of the Township of Antrim

Jennifer Becknell
Jennifer Becknell, Secretary

John F. Alleman
John F. Alleman, Chairman

(SEAL)

James A. Byers



TERMS OF MEMBERSHIP AGREEMENT

1. The Keystone Purchasing Network (KPN) is a program initiative of the Central Susquehanna Intermediate Unit (CSIU), 90 Lawton Lane, Milton, PA 17847. KPN is a cooperative purchasing program operating under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. §§1901 et seq., as the same may be amended from time to time (the "Act"), for those school districts assigned to the CSIU, as well as other organizations eligible to participate under the Act, whether such eligible organizations are located inside or outside of the Commonwealth of Pennsylvania. Eligible organizations under the Act include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational institutions, tax-exempt nonprofit public health institutions and organizations, nonprofit fire companies, nonprofit rescue companies, nonprofit ambulance companies, and to the extent provided by law, any other entity that expends public funds for the procurement of supplies, services and construction. By entering into this Membership Agreement, Member Agency does hereby attest and affirm that it is an eligible organization under the Act.
2. KPN has conducted the steps of bidding and awarding contracts to vendors who are required to offer their best agency discounted prices and most responsible services to KPN members.
3. It is the sole responsibility of each Member Agency to adhere to its state's procurement statutes as they apply to cooperative purchasing or joint power agreements, with in-state and out-of-state public agencies.
4. Membership in KPN is free.
5. In the use of each KPN contract, the Member Agency shall adhere to the terms and conditions of the contract, including without limitation the order placement procedures provided by each official KPN Contract Vendor.
6. It is the sole responsibility of the Member Agency to accept delivery of supplies, construction and/or services, and the Member Agency hereby agrees to make timely payments to each KPN Contract Vendor for supplies, construction and/or services purchased under the KPN program. Under no circumstances shall any other Member Agency or the CSIU be responsible for payments on account of an individual Member Agency's purchases, it being the intent hereof that any such purchases shall constitute the separate agreement of each participating Member Agency with the particular Contract Vendor. Any disputes that may arise between the Member Agency and the KPN Contract Vendor are to be resolved between the Member Agency and the Contract Vendor. The CSIU will endeavor to facilitate a resolution between the Member Agency and the Contract Vendor.
7. The CSIU may make improvements or changes to the KPN program, or terminate the KPN program at any time. The CSIU may modify this Membership Agreement at any time, and such modifications shall be effective immediately upon distribution of the modified agreement. Notification of any such improvements or changes to the KPN program, termination of the KPN program, or modifications to this Membership Agreement may be distributed to Member Agencies via e-mail. Member Agency agrees to review the notices of any improvements, changes or modifications prior to entering into a contract with a Contract Vendor and entry into a contract shall be deemed acceptance of such improvements, changes or modifications. Member Agency may cancel its membership in KPN by providing thirty (30) days prior written notice to the CSIU at the address listed in Section 1 of this Membership Agreement.
8. This Membership Agreement, together with any additional improvements, changes, or modifications referenced in Section 7 hereof constitutes the entire agreement and understanding between the CSIU and the Member Agency. This Membership Agreement shall not be altered, changed or amended by the Member Agency, except by written addendum executed by the CSIU and Member Agency.
9. The Member Agency is not obligated to use KPN contracts or make purchases in order to retain membership.
10. The CSIU will use Membership Agency contact information to announce updates and new opportunities. Occasionally, KPN Contract Vendors may contact Member Agencies to announce special discounts. The CSIU will not sell or share contact information with any other third party for commercial purposes unrelated to KPN. The CSIU reserves the right to disclose non-specific aggregate Member Agency information, such as geographic spread of membership and number and types of members to third parties.
11. In no event shall the CSIU be liable for any special, indirect, punitive, incidental, exemplary, reliance or consequential damages or any damages whatsoever resulting from loss of use, business, data or profits, litigation and the like, whether based on breach of contract, tort (including negligence), product liability or otherwise. Any liability of the CSIU under this Membership Agreement shall be limited to direct, actual damages only. Member agency acknowledges that the limitations set forth above are fundamental elements of this membership agreement and KPN would not be provided to Member Agency absent such limitations.