

RESOLUTION NO. 119-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY OF RIVIERA BEACH PROCUREMENT DEPARTMENT TO PARTICIPATE IN THE PROCUREMENT OF GOODS AND SERVICES THAT HAVE BEEN PUBLICLY SOLICITED BY OTHER GOVERNMENTAL ENTITIES; AUTHORIZING THE USE OF PROPRIETARY SERVICES, SOLE SOURCE PURCHASES, ANNUAL SERVICE, MAINTENANCE AND REPAIR RENEWAL AGREEMENTS ROUTINELY USED IN DAILY DEPARTMENTAL OPERATIONS FOR FISCAL YEARS 2018-2023; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach, Procurement Department currently piggybacks the Florida Sheriff Association, Southeast Florida Governmental Purchasing Cooperative, State of Florida, US Communities, Palm Beach County, National Joint Powers Alliance, WSCA, Palm Beach County, Dade and Broward School Board and other government entities including local, county, state and federal; and

**WHEREAS**, these Cooperatives are composed of various government purchasing entities; that have joined together to provide volume discounts and favorable pricing for supplies, services and equipment, to lower the costs of commonly used commodities, as well as, promote purchasing professionalism; and

**WHEREAS**, piggybacking available contracts from other government entities will create cost savings to the departments within the City and provide efficient procurement of annually budgeted operating supplies and services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:**

**SECTION 1.** Staff is hereby given authorization to purchase goods and services from various piggyback contracts publicly solicited by other government entities, to include sole source, proprietary purchases and maintenance, repair and renewal agreements for the fiscal years of 2018 – 2023.

**SECTION 2.** The Purchasing Department is further authorized to participate in this cost saving program for the purchase of supplies, equipment, and services.

**SECTION 3.** This Resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED** this 18th day of October 2017.

**ORDINANCE NO. 4010**

(b) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void, if such action is in the best interests of the City.

**ARTICLE 9 – INTERGOVERNMENTAL RELATIONS**

**Sec. 9-101. Cooperative Purchasing Authorized.**

The City's Purchasing Department may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more Public procurement Units or External Procurement Activities in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between Public Procurement Units and open-ended State Public Procurement Unit contracts which are made available to Local Public Procurement Units.

**Sec. 9-102. Sale, Acquisition, or Use of Supplies by a Public Procurement Unit.**

The City's Purchasing Department may sell to, acquire from, or use any supplies belonging to another Public Procurement Unit or External Procurement Activity independent of the requirements of Article 3 (Source Selection and Contract Formation) and Article 7 (Supply Management) of this Ordinance.

**Sec. 9-103. Cooperative Use of Supplies or Services.**

The City's Purchasing Department may enter into an agreement, independent of the requirements of Article 3 (Source Selection and Contract Formation) and Article 7 (Supply Management) of this code, with any other Public Procurement Unit or External Procurement Activity for the cooperative use of supplies or services under the terms agreed upon between the parties.

**Sec. 9-104. Joint Use of Facilities.**

The City's Purchasing Department may enter into agreements for the common use or lease of warehousing facilities, capital equipment, and other facilities with another Public Procurement Unit or an External Procurement Activity under the terms agreed upon between the parties.

**Sec. 9-105. Supply of Personnel, Information, and Technical Services.**

**ORDINANCE NO. 4010**

(6) Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

(7) Change Order. Any written purchase order signed and issued by the Purchasing Agent or designee, directing the contractor to make changes which the "Changes" clause of the contract authorized by the Purchasing Agent to order without the consent of the contractor.

(8) Confidential information. Any information which is available to an employee only because of the employee's status as an employee of the City and is not a matter of public knowledge or available to the public on request.

(9) Construction. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. The item does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

(10) Contract. Any agreement, regardless of style or form, for the procurement of supplies, services, or construction.

(11) Contract Modification. Any written alternation in specifications, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract.

(12) Contractor. Any Person or Business having a contract with the City.

(13) Cooperative Purchasing. Procurement conducted by, or on behalf of, more than one Public Procurement Unit, or by a Public Procurement Unit with an External Procurement Activity.

(14) Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

(15) Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

(16) Cost-Reimbursement Contract. A contract under which a contractor is reimbursed for costs which are allowable and applicable in accordance with the contract terms and the provisions of this Ordinance, and a fee or profit, if any.