

**SOURCEWELL
JOINT POWERS AGREEMENT**

This Agreement, made effective on the date hereof, is between the Sourcewell (formerly National Joint Powers Alliance) and City of Santa Fe (hereinafter referred to as "Governmental Unit").

Recitals

- A. Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3; and
- B. Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members following a competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services; and
- C. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies through Minn. Stat. § 471.59; and
- D. Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America; and
- E. Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and
- F. Governmental Unit and Sourcewell desire to enter into this Joint Exercise of Powers Agreement for the purpose of Governmental Unit accessing available contracts for goods and services from Sourcewell Awarded Vendors.

Sourcewell and the Governmental Unit hereby agree as follows:

Agreement

- 1. Sourcewell will make its contracts for goods and services and/or other Sourcewell services available to the Governmental Unit. The Governmental Unit will be a Sourcewell Service Member.
- 2. The Governmental Unit may utilize the contracts or services procured or offered through Sourcewell to purchase supplies, equipment, materials and services.
- 3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
- 4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.

5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.

6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.

7. To purchase goods and services from Sourcewell contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of Sourcewell contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the Sourcewell contract. The Governmental Unit will not use the goods available under Sourcewell contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.

9. There shall be no financial remunerations by the Governmental Unit to Sourcewell for the use of Sourcewell procurements, contracts or agreements or the payment of any fees to Sourcewell. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.

10. The Sourcewell contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

IN WITNESS, WHEREOF, the parties have executed this Project Development Agreement effective the day and year written below.

Governmental Unit

By 
AUTHORIZED SIGNATURE

Its Mayor
TITLE

11/21/2018
DATE

Sourcewell

By 
AUTHORIZED SIGNATURE

Its CEO
TITLE

10/30/18
DATE

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and City of Santa Fe (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

By

Alan Webber, Mayor

TITLE

DATE

11/26/2018

Sourcewell

TITLE

DATE

Rev. 5/2018

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* City of Santa Fe

Address* 200 Lincoln Ave

City Santa Fe

State/Province Code NM ZIP code* 87501

Country USA

Employer Identification Number 85-000168

Website https://www.santafenm.gov

Contact person* (First, Last) Shirley Rodriguez

Job Title* Interim Purchasing Officer

Job Role* Primary Chief Purchasing Officer

E-mail* srodriguez@santafenm.gov

Phone* 505-955-5575

Organization Type:

Government

- ☐ Federal
- ☐ State
- ☐ County
- ☒ Municipality
- ☐ Tribal
- ☐ Township
- ☐ Special District

Education

- ☐ Pre-K
- ☐ Public K-12
- ☐ Private K-12
- ☐ Public Higher Ed
- ☐ Private Higher Ed

Non-Profit (Please include documentation demonstrating non-profit status)

- ☐ Church
- ☐ Medical Facility
- ☐ Other

REFERRED BY

- ☐ Advertisement _____
- ☐ Colleague/Friend _____
- ☐ Vendor representative _____
- ☐ Conference/Trade show _____
- ☐ Sourcewell website _____
- ☐ Other _____

RETURN COMPLETED AGREEMENT TO:

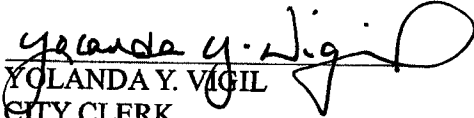
Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov



**Denotes required information*

Cooperative Agreement with Sourcewell (formerly known as NJPA)

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 10/10/18

APPROVED AS TO FORM:

 11/13
 9/14
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

Citywide Business Units and line items