

CITY OF MILLWOOD

RESOLUTION #2016-02

JANUARY 12, 2016

A RESOLUTION APPROVING THE CITY OF MILLWOOD'S MEMBERSHIP IN THE NATIONAL JOINT POWERS ALLIANCE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the City of Millwood (the "City"), Spokane County, Washington is a non-charter code city, by virtue of the Constitution and laws of the State of Washington; and

WHEREAS, the City Council (the "Council") has the statutory authority pursuant to RCW 35A.11.040 to enter into joint purchasing agreements with other public agencies; and

WHEREAS, the National Joint Powers Alliance ("NJPA") is a public agency created and operating under Minnesota law, specifically Minnesota Statute § 123A.21, to provide various services to the members of NJPA, including joint purchasing services with public agencies such as the City; and

WHEREAS, the Council has reviewed information regarding any benefits and/or costs to the City to join the NJPA, and recommends the City join NJPA to receive the benefits and cost savings in the purchase of personal property and equipment enjoyed by NJPA members; and

WHEREAS, the Council desires to join the NJPA, approves and authorizes the Mayor to execute the requisite membership agreement with NJPA, a copy of which is attached hereto as Exhibit "A," and to take such reasonable action that is necessary to finalize such membership.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Millwood that:

**Section 1. Incorporation of Recitals:** The recitals set forth herein are hereby incorporated as a part of this Resolution.

**Section 2. Membership in NJPA:** The Council hereby approves membership in NJPA and authorizes the Mayor to sign any and all documents necessary for the City to become a member in NJPA, including the membership agreement attached hereto as Exhibit "A."

**Section 3. Ratification:** The Council hereby ratifies all acts taken by members of the Council and/or agents on behalf of the Council or the City relative to becoming a member in NJPA.

**Section 4. Severability:** If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

**Section 5. Repealer:** All ordinances and resolutions, laws, regulations, or policies, or parts thereof in conflict with this Resolution are, to the extent of said conflict, hereby repealed.

**Section 6. Effect:** This Resolution shall be in full force and effect from and after its adoption by the Council.

PASSED BY THE COUNCIL OF THE CITY OF MILLWOOD THIS 13 DAY OF January, 2016.

  
\_\_\_\_\_  
KEVIN FREEMAN, MAYOR

Attest:

  
\_\_\_\_\_  
THOMAS G. RICHARDSON,  
CITY CLERK

Attachments:

Exhibit "A" - NJPA Membership Agreement

ATTACHMENT "A"

NJPA Membership Agreement

**NATIONAL JOINT POWERS ALLIANCE**  
**COOPERATIVE PURCHASING ENROLLMENT AGREEMENT**

This Agreement, made effective on the date hereof, by and between National Joint Powers Alliance® (hereinafter referred to as "NJPA") and \_\_\_\_\_ (hereinafter referred to as the "Participating Member").

**Agreement**

1. NJPA, a public entity created by Minnesota Statute 123A.21, has followed procurement procedures for products and/or services offered by this Agreement in accordance with Minnesota Statute §471.345. NJPA is permitted to engage in cooperative purchasing pursuant to Minnesota Statute 123A.21, subd. 7(23).
2. It is the sole responsibility of each Participating Member to follow their 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. NJPA makes their cooperative purchasing contracts available to Participating 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 Participating Member. Participating Members are permitted to negotiate and agree to additional terms and conditions with NJPA Vendors directly.
4. 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/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
5. The use of each contract by the Participating Member will adhere to the terms and conditions of the NJPA Contract.
6. Any dispute which may arise between the Participating Member and the NJPA Vendor are to be resolved between the Participating Member and the NJPA Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between NJPA and the Participating 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date hereof.

**Member Name:**

**National Joint Powers Alliance®**

By \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Its \_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**COOPERATIVE PURCHASING ENROLLMENT AGREEMENT  
PARTICIPATING MEMBER**



**ORGANIZATION INFORMATION (\*\* Required Information)**

Applicant Name: \*\* \_\_\_\_\_  
Address: \*\* \_\_\_\_\_  
City, State, Zip \*\* \_\_\_\_\_  
Federal ID Number: \_\_\_\_\_  
Contact Person: \*\* \_\_\_\_\_  
Title: \*\* \_\_\_\_\_  
E-mail: \*\* \_\_\_\_\_  
Phone: \_\_\_\_\_  
Website: \_\_\_\_\_

Please indicate an address to which your Membership materials may be delivered.

Thank you.

**APPLICANT ORGANIZATION TYPE(Required):**

- Public or non-profit K-12
- Government or Municipality (please specify: \_\_\_\_\_)
- Public or non-profit Higher Education
- Other (please specify: \_\_\_\_\_)

**I WAS REFERRED BY: (please specify)**

- Advertisement \_\_\_\_\_
- Current NJPA Member \_\_\_\_\_
- Vendor Representative \_\_\_\_\_
- Trade Show \_\_\_\_\_
- NJPA Website \_\_\_\_\_
- Other \_\_\_\_\_

**Completed applications may be returned to:**

National Joint Powers Alliance ®  
202 12<sup>TH</sup> Street NE  
Staples, MN 56479

**Duff Erholtz**

Phone 218-894-5490

Fax 218-894-3045

E-mail duff.erholtz@njpacoop.org