

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 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.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity’s completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 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.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

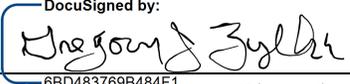
2.9 Sourcewell’s Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

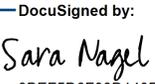
Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:

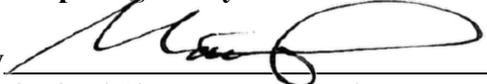
DocuSigned by:
By 
6BD483769B484F1...
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 | 9:40 AM CDT

DocuSigned by:
By 
8DEF5D6F08D140B...
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 | 10:35 AM CDT

Participating Entity:

By 
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____

Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name* _____

Address* _____

City* _____

State Code* _____ Zip Code* _____

Country* _____

Employer Identification Number _____

Website _____

Contact person* (First, Last) _____

Job Title* _____

Email completed agreement to:
service@sourcewell-mn.gov

You may also mail the completed agreement to:

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

Job Role

- Administrator
- Department Head
- Department Purchaser
- Human Resources
- Procurement Officer
- Teacher
- Other

Department

- Administration
- Dining/Food Service
- Facilities/Operations
- Fleet/Transportation
- Human Resources
- Information Technology
- Parks, Recreation & Athletics
- Public Safety/Security
- Public Works/Utilities
- Purchasing & Finance

Email* _____

Phone* _____

Organization Type:

Government

- County
- Federal
- Municipality
- Province/Territory
- Special District
- State
- Township
- Tribal

Education

- Local Education Agency (Public K-12 and Pre-K)
- Private Local Education Agency (Private K-12)
- Private Higher Education
- Public Higher Education

Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

- Church
- Medical Facility
- Other

Referred by

- Advertisement
- Colleague/Friend
- Conference/Trade Show _____
- Supplier
- Search Engine/Web Search
- Sourcewell Employee

**Denotes required information*

RESOLUTION NO. 2023 - 662
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK,
WASHINGTON APPROVING AN INTERLOCAL COOPERATIVE PURCHASING
PROGRAM PARTICIPATION AGREEMENT WITH SOURCEWELL**

WHEREAS, RCW Chapter 39.34 the Interlocal Cooperation Act, provides for interlocal cooperation between public agencies including municipal corporations, and any other local, county or state government, as well as any other state or any public agency in any other state; and

WHEREAS, RCW 39.34.030 authorizes joint or cooperative action agreements between and among public agencies in the state of Washington and any other state, including agreements for purchasing through a bid, proposal or contract awarded by another public agency with respect to competitive bids or proposals that comply with the other state's statutory requirements and posting requirements; and

WHEREAS, Sourcewell is a service cooperative established by Minnesota law as a local unit of government and is authorized under Minnesota law to provide a cooperative purchasing program to Participating Entities which includes local governments in other states; and

WHEREAS, entering into an interlocal cooperative purchasing agreement with Sourcewell presents opportunities for the City of Mill Creek to reduce procurement costs for supplies, materials, equipment and/or services.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, THAT:

Section 1. The City Manager is authorized to execute an Intergovernmental Cooperative Purchasing Agreement with Sourcewell, a copy of which is attached hereto as **Exhibit A**.

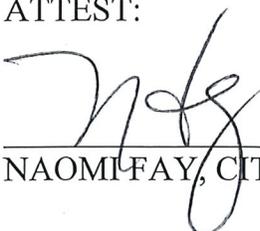
Adopted this 14 day of March 2023, by a vote of 7 for, 0 against and 0 abstaining.

APPROVED:



BRIAN HOLTZCLAW, MAYOR

ATTEST:



NAOMI FAY, CITY CLERK

APPROVED AS TO FORM:



GRANT DEGGINGER, CITY ATTORNEY

FILED WITH THE CITY CLERK: 3.14.23

PASSED BY THE CITY COUNCIL: 3.14.23

RESOLUTION NO. 2023-662

ATTACHMENT: Exhibit A – Sourcewell Cooperative Purchasing Program Participation Agreement

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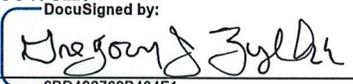
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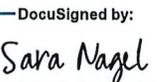
Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:

DocuSigned by:
By 
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 | 9:40 AM CDT

DocuSigned by:
By 
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 | 10:35 AM CDT

Participating Entity:

By _____
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____