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**CITY OF SEABROOK  
RESOLUTION 2016-16**

**PARTICIPATION IN THE NATIONAL JOINT POWERS ALLIANCE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS  
AUTHORIZING THE CITY'S PARTICIPATION IN A NATIONWIDE COOPERATIVE  
PURCHASING PROGRAM FOR GOODS AND SERVICES, AND AUTHORIZING THE  
MAYOR TO EXECUTE THE ATTACHED AGREEMENT FOR SUCH PROGRAM**

**WHEREAS**, the City of Seabrook, Texas has elected to be a member in a nationwide purchasing cooperative, a program created in accordance with and pursuant to Section 271.102, of the Texas Local Government Code and related authority; and

**WHEREAS**, the City of Seabrook believes that participation in the cooperative purchasing program will be highly beneficial to its taxpayers through the efficiencies and potential savings to be realized; and

**WHEREAS**, the City of Seabrook desires to participate and join with other entities in an Intergovernmental Cooperative Purchasing Agreement with National Joint Powers Alliance ("Program"), for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions, and services; and

**WHEREAS**, the National Joint Powers Alliance offers a multitude of contracted products, equipment and service opportunities to education, government and other non-profit entities; and

**WHEREAS**, the National Joint Powers Alliances offers its members contract purchasing solutions that are leveraged nationally to enable contracted suppliers and member agencies to work smarter and more efficiently as they do business with each other; and

**WHEREAS**, the National Joint Powers Alliance does this by establishing a business and service alliance between member buyers and contracted suppliers ensuring a valued and successful national purchasing program;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF SEABROOK, STATE OF TEXAS:**

**Section 1.** That the facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

**Section 2.** That the City of Seabrook requests that the National Joint Powers Alliance include the City's stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, in the Alliance's purchasing program and award contracts for those items, whereby the City of Seabrook may be allowed to purchase such items through the Alliances' contracts.



**NATIONAL JOINT POWERS ALLIANCE®  
JOINT POWERS AGREEMENT**

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as “NJPA”) and \_\_\_\_\_ (hereinafter referred to as “Governmental Unit”).

**Recitals**

NJPA is a Service Cooperative whose creation was authorized by Minn. Stat. § 123A.21; and

NJPA is a political subdivision and government unit of the state of Minnesota. Minn. Stat. § 471.59 authorizes NJPA to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and

Governmental Unit and NJPA desire to enter into a “Joint Exercise of Powers Agreement” for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors.

NJPA and the Governmental Unit hereby agree as follows:

**Agreement**

1. NJPA will make its contracts for goods and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be a Participating Member.
2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA 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 NJPA contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA 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 NJPA contract. The Governmental Unit will not use the goods available under NJPA 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 NJPA for the use of NJPA procurements, contracts or agreements or the payment of any fees to NJPA.
10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.
11. The NJPA 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.

The Parties have executed this Agreement effective the date hereof.

**Governmental Unit**

**National Joint Powers Alliance®**

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

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

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

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 DATE

**GOVERNMENTAL UNIT INFORMATION**

Indicate an address to which correspondence may be delivered.

Name\* \_\_\_\_\_

Address\* \_\_\_\_\_

City, State, ZIP code\* \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Contact person\* \_\_\_\_\_

Title\* \_\_\_\_\_

E-mail\* \_\_\_\_\_

Phone\* \_\_\_\_\_

Website \_\_\_\_\_

**ORGANIZATION TYPE\***

- K-12 (Public or non-profit)
- Government or municipality (Specify: \_\_\_\_\_)
- Higher education (Public or non-profit)
- Other (Specify: \_\_\_\_\_)

**REFERRED BY**

- Advertisement \_\_\_\_\_
- Current NJPA member \_\_\_\_\_
- Vendor representative \_\_\_\_\_
- Trade show \_\_\_\_\_
- NJPA website \_\_\_\_\_
- Other \_\_\_\_\_

**Return completed agreement 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

*\*Denotes required information*