



COOPERATIVE AGREEMENT for use of WSCA/NASPO PC Contracts 2004-2009

This Joint Powers Agreement is between the State of Minnesota, through its commissioner of Administration, Materials Management Division ("Division") and the City of Hartford, Connecticut ("Authorized Governmental Unit").

Pursuant to Minn. Stat. § 16C.03, subd. 10, the Division acquires various supplies, commodities, equipment, and services for state agencies and governmental units (as defined in Minn. Stat. § 471.59, subd. 1) through competitive bidding or requests for proposals. The Division, through Minn. Stat. § 16C.11, and the Authorized Governmental Unit wish to combine their purchasing functions, as specifically provided below, so that the Authorized Governmental Unit may avail itself of the prices which have been agreed upon by the Division and its vendors.

This cooperative agreement is intended to make the WSCA/NASPO PC Contracts ("Contracts") that the Division leads and manages for WSCA/NASPO available to the Authorized Governmental Unit.

The WSCA/NASPO PC Contracts are effective on September 1, 2004, and will expire on August 31, 2009, permitted extension are not exercised.

The parties agree as follows:

1. **Term.** This cooperative agreement will be effective on the date Division obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, and remains effective until the WSCA/NASPO PC Contracts expire, based on the Division's management of these contracts. Unless the Authorized Governmental Unit chooses to set a different date, this cooperative agreement has the same "term" as the basic WSCA/NASPO PC Contracts. This cooperative agreement may be canceled by either party upon 30 days' written notice to the other party.
2. **Services.** The Division will make the WSCA/NASPO PC Contracts, listed on the WSCA website, available to the Authorized Governmental Unit. These services are provided, by Division for WSCA/NASPO, in return for the volume Authorized Governmental Unit adds to the cooperative.
3. **Use of WSCA/NASPO PC Contracts.** After this cooperative agreement has been executed, to be eligible to purchase from the WSCA/NASPO PC Contracts, the Authorized Governmental Unit must sign a separate Participating Addendum with each of the Contractors on the WSCA/NASPO PC Contracts. Each Participating Addendum acts as a Authorized Governmental Unit amendment to the basic WSCA/NASPO PC Contracts, defining Authorized Governmental Unit unique requirements, terms and conditions. The Authorized Governmental Unit will not use the goods available under the Division's contracts for the purposes of resale and the Authorized Governmental Unit must be the end user of the goods purchased.
4. **Liability.** The Authorized Governmental Unit agrees that neither the Division nor its employees personally assume responsibility or liability for any amounts due or claimed to be due pursuant to any purchase order entered issued by the Authorized Governmental Unit. The Authorized Governmental Unit will indemnify, save and hold harmless the Division and its employees from any loss, damage or expense, including payment of attorney fees allowable by law, which arise or may arise from the Authorized Governmental Unit's use of this cooperative agreement and from any dispute or claim arising from any transaction between the Authorized Governmental Unit and the Division's vendors, whether or not the loss, damage, dispute or claim arises during or after the period of this joint powers agreement. The Division's liability is governed by the provisions of Minn. Stat. § 3.736.



5. Assignment, Amendments, Waiver, and Contract Complete

Assignment. The Authorized Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the Division and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

Waiver. If the Division fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

Contract Complete. This agreement contains all negotiations and agreements between the Division and the Authorized Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6. Government Data Practices

The Division must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the Division under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Division under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by the Division.

If the Authorized Governmental Unit receives a request to release the data referred to in this Clause, the Authorized Governmental Unit must immediately notify the Division. The Division will give the Authorized Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

7. Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

8. Designated Contacts

The Division has designated a Contract Administrator and a Procurement Manager who are responsible for the conduct and management of the WCSA/NASPO PC Contracts.

Contract Administrator (responsible for managing the contracts, relationships with Purchasing Entities and all actions related to the Master Price Agreements)

Name: Bernadette Kapischke
Title: WCSA/NASPO Contract Administrator
Agency Name: Minnesota Department of Administration
Materials Management Division
Address: 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155
Telephone: 651.201.2450
Fax Number: 651.297.3996
TTY: MN Relay Service 1.800.627.3529
E-mail: bernie.kapischke@state.mn.us



Procurement Manager (Minnesota's representative to the WSCA Directors and responsible for managing relationships with WSCA, NASPO, and Participating States/Participating Entities)

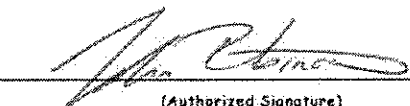
Name: Paul Stembler
 Title: Assistant Director
 Agency Name: Minnesota Department of Administration
 Materials Management Division
 Address: 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155
 Telephone: 651.201.2401
 Fax Number: 651.297.3996
 TTY: MN Relay Service 1.800.627.3529
 E-mail: paul.stembler@state.mn.us

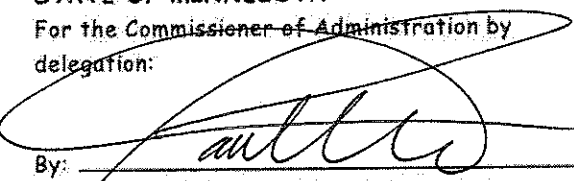
Authorized Governmental Unit has designated the following individual as the official point of contact:

Name: John Robinson
 Title: Manager End User Services
 Agency Name: Metro Hartford Information Services, City of Hartford
 Address: 260 Constitution Plaza, Hartford, CT 06103
 Telephone: 860-757-9495
 Fax Number: 860-722-6014
 TTY:
 E-mail: jrobinson@hartford.gov

AUTHORIZED GOVERNMENT UNIT (Authorized Government Unit certifies that the individual executing this agreement has the legal authority to bind the Authorized Government Unit to contracts and agreements.)

STATE OF MINNESOTA
 For the Commissioner of Administration by delegation:

By: 
 (Authorized Signature)
John ROBINSON
 (Typed or Printed Name of Individual Signing)
Manager End User Services
 (Title)
4/25/07
 (Date)

By: 
 Assistant Director, Materials Management Division
27 APR 07
 (Date)

From: Shirley, Jacqueline [Jacqueline.Shirley@CT.GOV]
Sent: Friday, April 13, 2007 4:32 PM
To: Paul Stembler
Cc: JRobinson@hartford.gov
Subject: RE: Hartford CT WSCA addendum

Hello, Mr. Stembler

Please see the e-mail below from the City of Hartford, Connecticut requesting my assistance in WSCA contract participation. The State of Connecticut Department of Information Technology, Contracts and Purchasing Division, certifies that the City of Hartford, Connecticut is a bona fide municipal entity. Authority for this authorization resides in the General Statutes of the State of Connecticut, Section 6-1, entitled "Number and Composition of Counties," which names the above-noted entity as a town within Hartford County, in Connecticut, a certified copy of which is in my office and available to you upon request. Please feel free to contact me directly if you have questions or would like any additional detail.

Jacqueline Shirley

Director, IT Contracts and Purchasing

Department of Information Technology

101 East River Drive

East Hartford, CT 06108

(860) 622-2327 - Phone

(860) 610-0857 - Fax

Jacquie

-----Original Message-----

From: Paul Stembler [mailto:Paul.Stembler@state.mn.us]

Sent: Wednesday, April 04, 2007 3:22 PM
To: Robinson, John - MHIS; Shirley, Jacqueline
Cc: Wilson, Carol
Subject: RE: Hartford CT WSCA addendum

John, what you attached is not a cooperative agreement but a participating addendum. So, we will get a cooperative agreement set up.

<http://www.mmd.admin.state.mn.us/wsca/PDF/WSCA-NASPO%20PC%20Contracts%202004-2009%20-%20What%20are%20they%20-%20Jul%2006.pdf>

John, Shirley will send me an email with authority from the State of Connecticut for Hartford to participate.

WSCA is a cooperative of states, and we require acknowledgement and/or permission of the state procurement authority to allow participation.

This should not take long.

Everybody remembers the famous words of Admiral David Farragut in the Battle of Mobile Bay: "Damn the torpedoes. Full speed ahead." Farragut was hailed as a hero. But nobody much recalls that, at the end of the day, Mobile remained in Confederate hands.

Paul Stembler, Assistant Director
Materials Management Division
Minnesota Department of Administration
112 Administration Bldg., 50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651-201-2401
TTY: Mn Relay 800-627-3529
Fax: 651-297-3996

From: Robinson, John - MHIS [mailto:JRobinson@hartford.gov]
Sent: Wednesday, April 04, 2007 1:57 PM
To: Paul.Stembler@state.mn.us
Subject: Hartford CT WSCA addendum

Paul,

Attached is the contract addendum I have on file. I appreciate your assistance.

John Robinson
Manager End User Services
Metro Hartford Information Services
260 Constitution Plaza
Hartford, CT 06103
860-757-9475