



APPROVED AS TO FORM BY 

## COOPERATIVE AGREEMENT for use of WCSA/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 Carmel, Indiana ("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 WCSA/NASPO PC Contracts ("Contracts") that the Division leads and manages for WCSA/NASPO available to the Authorized Governmental Unit.

The WCSA/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 WCSA/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 WCSA/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 WCSA/NASPO PC Contracts, listed on the WCSA website, available to the Authorized Governmental Unit. These services are provided, by Division for WCSA/NASPO, in return for the volume Authorized Governmental Unit adds to the cooperative.

**3. Use of WCSA/NASPO PC Contracts.** After this cooperative agreement has been executed, to be eligible to purchase from the WCSA/NASPO PC Contracts, the Authorized Governmental Unit must sign a separate Participating Addendum with each of the Contractors on the WCSA/NASPO PC Contracts. Each Participating Addendum acts as a Authorized Governmental Unit amendment to the basic WCSA/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 data in the sole possession of the Division as referred to in this Clause, the Authorized Governmental Unit must immediately notify the Division. The Division will give the Authorized Governmental Unit instructions concerning how the requestor may have access to the requested data.

Data in the possession of the Authorized Governmental Unit is subject to the data practices requirements of the laws of the State of Indiana.

**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 WSCA/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 Kopischke  
 Title: WSCA/NASPO Contract Administrator  
 Agency Name: Minnesota Department of Administration  
 Materials Management Division  
 Address: 112 Administration Building  
 50 Sherburne Avenue  
 St. Paul, MN 55155  
 Telephone: 651.296.3778  
 Fax Number: 651.297.3996  
 TTY: MN Relay Service 1.800.627.3529  
 E-mail: Bernie.Kopischke@State.Mn.US

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

Name: Paul Stembler  
 Title: MMCAP Manager/Assistant Director  
 Agency Name: Minnesota Department of Administration  
 Materials Management Division  
 Address: 112 Administration Building  
 50 Sherburne Avenue  
 St. Paul, MN 55155  
 Telephone: 651.296.0498  
 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: Terry N. Crockett  
 Title: Director of Information Systems  
 Agency Name: City of Carmel, Indiana  
 Address: Three Civic Square, Carmel, IN 46032  
 Telephone: 317.571.2587  
 Fax Number: 317.571.2568  
 TTY:  
 E-mail: Tcrockett@ci.carmel.in.us

**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.]

By: *James Brainard*  
 (Authorized Signature)

Mayor James Brainard  
 (Typed or Printed Name of Individual Signing)

Mayor  
 (Title)

6/1/05  
 (Date)

*Mary Ann Burke*  
 MARY ANN BURKE, MEMBER

Not Present  
 Lori Watson, Member

**STATE OF MINNESOTA**  
 For the Commissioner of Administration by delegation:

By: *[Signature]*  
 Assistant Director, Materials Management Division

6 JUNE 05  
 (Date)

6/1/05

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