



### 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 ("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 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 related exclusively to this cooperative agreement for the use of Minnesota state contracts by the State of West Virginia, or its breach by either the Division or the State of West Virginia, 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: 651.201.2450  
 Fax Number: 651.297.3996  
 TTY: MN Relay Service 1.800.627.3529  
 E-mail: [bernie.kopischke@state.mn.us](mailto:bernie.kopischke@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: DAVID TINCHER  
 Title: DIRECTOR  
 Agency Name: PURCHASING DIVISION  
 Address: 2019 WASHINGTON STREET EAST; CHARLESTON, WV 25305  
 Telephone: 304-558-2538  
 Fax Number: 304-558-0661  
 TTY:  
 E-mail: dtincher@wvadmin.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.]

By: David Tincher  
 (Authorized Signature)  
DAVID TINCHER  
 (Typed or Printed Name of Individual Signing)  
DIRECTOR, PURCHASING DIVISION  
 (Title)  
5/2/07  
 (Date)

STATE OF MINNESOTA For the Commissioner of Administration by delegation:

By: [Signature]  
 Assistant Director, Materials Management Division  
2 May 07  
 (Date)

APPROVED AS TO FORM PRIOR TO ACKNOWLEDGEMENT THEREOF, THIS

15<sup>th</sup> day of May, 2007  
 DARRELL V. MCGRAW, JR.  
 ATTORNEY GENERAL  
 By: Dawn E. Warfield  
 DEPUTY ATTORNEY GENERAL