

Resolution 16-11

A RESOLUTION OF THE CITY OF COLFAX, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE JOINT EXERCISE OF POWERS AGREEMENT WITH THE NATIONAL JOINT POWERS ALLIANCE (NJPA)

WHEREAS, the City of Colfax is a second-class city

WHEREAS, the City of Colfax can participate in cooperative purchasing as authorized in RCW 39.26.060;

NOW THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLFAX AS FOLLOWS:

1. The City Council of Colfax, Washington authorizes the Mayor to sign a Joint Exercise of Powers Agreement with the National Joint Powers Alliance (NJPA).

ADOPTED at a regular meeting of the City Council of the City of Colfax, Washington held on the 6th day of June, 2016.



Mayor

ATTEST:

By: Connie Ellis
City Clerk

APPROVED AS TO FORM:

By: 

City Attorney

**JOINT EXERCISE OF POWERS
AGREEMENT**



**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 City of Colfax (hereinafter referred to as "Governmental Unit").

Recitals

WHEREAS, NJPA asserts it is a Minnesota Service Cooperative created and governed under Minnesota Statute §123A.21; and

WHEREAS, under Minnesota Statute §471.59, NJPA is permitted 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

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

WHEREAS, 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;

NOW THEREFORE, NJPA and the Governmental Unit hereby agree as follows:

Agreement

1. NJPA will make its contracts for commodities and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be deemed a non-voting Participating Member.
2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services hereinafter referred to as "goods and services" for its eligible users.
3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the purchasing 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/or services, inspecting and accepting the goods and/or 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 commodities or services from NJPA's contracts, the Governmental Unit must issue a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA's 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 NJPA's contract. The Governmental Unit will not use the goods available under NJPA's contracts for purposes of resale.

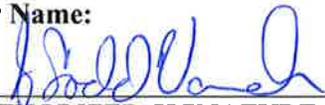
**JOINT EXERCISE OF POWERS
AGREEMENT**



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's procurements, contracts or agreements or the payment of any membership fee to NJPA.
10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body, if 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, MN Statute Sec. 471.345.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date hereof.

Member Name:

By 
AUTHORIZED SIGNATURE

National Joint Powers Alliance®

AUTHORIZED SIGNATURE

Its Mayor
TITLE

TITLE

6/20/16
DATE

DATE

JOINT EXERCISE OF POWERS AGREEMENT



ORGANIZATION INFORMATION (** Required Fields)

Applicant Name: ** City of Colfax
Address: ** 400 N. Mill
City, State, Zip ** Colfax, WA 99111
Federal ID Number: 916001240
Contact Person: ** G. Todd Vanek
Title: ** Mayor
E-mail: ** mayor@colfaxwa.org
Phone: 509-397-3861
Website: www.colfaxwa.org

Reference:
Minnesota Joint Exercise of Powers
M.S. 471.59

Participating Agency
Joint Exercise of Powers Authority
granted under State Statute

APPLICANT ORGANIZATION TYPE:

- K-12
- Government or Municipality (please specify: Municipality)
- Higher Education
- Other (please specify: _____)

I WAS REFERRED BY: (please specify)

- Advertisement _____
- Current NJPA Member _____
- Vendor Representative _____
- Trade Show _____
- NJPA Website _____
- Other _____

Completed applications may be returned to:

National Joint Powers Alliance ®
202 12TH Street NE
Staples, MN 56479

Duff Erholtz

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Fax 218-894-3045
E-mail duff.erholtz@njpacoop.org