

Joint Powers Purchasing Agreement

THIS AGREEMENT is made and entered among the County of Anoka, County of Carver, County of Dakota, County of Hennepin, County of Olmsted, County of Ramsey, County of Scott, County of Washington, and other governmental units as defined in Minnesota Statutes §471.59, Subd.1 (the "Party" or "Parties" depending on context).

WHEREAS, pursuant to the provisions of Minnesota Statutes §471.59, the Parties are authorized to enter into agreements to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for another governmental unit; and

WHEREAS, the Parties wish to share their purchasing powers in order to secure the most favorable terms and conditions on the purchase of equipment, materials, services, and supplies;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Parties hereto as follows:

1. This Joint Powers Agreement ("Agreement") will become effective upon the execution of each Party and shall continue in full force and effect for all executing Parties, until a Party withdraws in accordance with the provisions of this Agreement.
2. Any "governmental unit" as defined in Minnesota Statutes §471.59, is eligible to become a Party to this Agreement and may do so by execution of this Agreement. Upon execution, the Agreement becomes effective as to the signing governmental unit and the signed Agreement shall be transmitted to the Contract Administrator. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts together shall constitute one and the same Agreement.
3. The Hennepin County Administrator, or his/her designee or successor, will be the Contract Administrator and will be responsible for maintaining the records related to the administration of this Agreement. Each Party shall designate a contact person and provide written notice to all other Parties of the name and pertinent contact information for the Party's contact person. The Contract Administrator's responsibility may be transferred to another Party.
4. Subject to the provisions of this Agreement, the Parties may make joint purchases or make purchases using any other Party's existing contracts for equipment, materials, services, and supplies.
5. This Agreement applies to all purchases made through a competitive solicitation process or by direct negotiations as allowed by Minnesota Statutes §471.345, or as permitted by other Minnesota statutes applicable to each Party, at the prices and terms available.

6. When making a joint purchase, the joint purchasers shall first consult with each interested purchaser to ensure that the requirements and specifications of the interested purchasers meet the needs of the joint purchasers and are included in the solicitation documents.
7. Prior to completing a purchase using another Party's existing contract, a Party shall enter into and execute its own purchasing document with the contract vendor.
8. Each Party shall make payment directly to the contract vendor according to the established procedures of the paying Party.
9. No Party shall assume any responsibility for the accountability of funds expended by any other Party or the issuance of any purchasing document by any other Party.
10. Each Party shall be separately accountable for its own expenditures of public funds made hereunder.
11. As mutually agreed upon, the Parties may share the costs associated with any shared bidding or solicitation process.
12. Each Party shall abide by all applicable state and federal law, rules and regulations.
13. The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Stat. § 466.04, subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

14. Any Party may withdraw from this Agreement by sending the Contract Administrator a notice to withdraw. Such withdrawal shall not void any purchases for which another Party has executed a purchasing document with the withdrawing Party's contract vendor or to any joint purchase made by the other Parties and the withdrawing Party.
15. Any amendments or modification to this Agreement, except for a withdrawal by any Party, shall be in writing and shall not be effective until executed by all Parties to this Agreement.
16. Based on the purpose of the agreement, no general payment of funds are contemplated such that surplus will be created. All property obtained pursuant to this agreement shall belong to the county that purchased it under the process called for herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Joint Powers Purchasing Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer, on the dates written below.

Approved as to Form:

COUNTY OF DAKOTA
STATE OF MINNESOTA

Warren Schapper
Date: 4-1-14

By: [Signature]
Chair of Its County Board

ATTEST: [Signature]
Clerk of County Board

Date: 4/8/14