

**SOURCEWELL AGREEMENT**

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and Clark Public Utilities (hereinafter referred to as the "Member").

**Agreement**

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be 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 Member 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 Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

**Member Name**

By Dan Krebs  
Its Dan Krebs, Director of Operations

TITLE

July 9, 2018  
DATE

**Sourcewell**

[Signature]  
TITLE

TITLE

7/10/18  
DATE

**MEMBER INFORMATION**

Indicate an address to which correspondence may be delivered:

Organization Name\* Clark Public Utilities

Address\* PO Box 8900

City Vancouver

State/Province Code WA ZIP code\* 98668

Country USA

Employer Identification Number \_\_\_\_\_

Website \_\_\_\_\_

Contact person\* (First, Last) Wannamaker Cathy

Job Title\* Materials Manager

Job Role\* Procurement

E-mail\* cwannamaker@clarkpud.com

Phone\* 360-992-8834

**Organization Type:**

**Government**

- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

**Education**

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed

**Non-Profit (Please include documentation demonstrating non-profit status)**

- Church
- Medical Facility
- Other

**REFERRED BY**

- Advertisement \_\_\_\_\_
- Colleague/Friend \_\_\_\_\_
- Vendor representative \_\_\_\_\_
- Conference/Trade show \_\_\_\_\_
- Sourcewell website \_\_\_\_\_
- Other Previous member of NJPA

**RETURN COMPLETED AGREEMENT TO:**

Sourcewell  
202 12<sup>th</sup> Street NE  
P.O. Box 219  
Staples, MN 56479

877-585-9706  
membership@sourcewell-mn.gov

*\*Denotes required information*