

RESOLUTION : 101 - 20

**RESOLUTION OF THE BOROUGH OF CLAYTON AUTHORIZING EXECUTION
OF COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL**

WHEREAS, N.J.S.A. 52:34-6.2(b)(3) provides that contracting units “may make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process”; and

WHEREAS, a guidance document from the NJ Division of Treasury indicates that “cooperative contracts” allow local and county agencies to purchase products and services without going out to bid” with nationally recognized cooperative purchasing organizations”; and

WHEREAS, Sourcewell is a service cooperative established by Minnesota Statutes §123A.21, as a local unit of government pursuant to the Minnesota Const. Article XII, Section 3; and

WHEREAS, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members following a competitive contracting law process to solicit, evaluate and award cooperative purchasing contract for goods and services; and

WHEREAS, Sourcewell cooperative purchasing contracts are made available through the joint exercise of power of law to member agencies through Minnesota Statutes §471.59; and

WHEREAS, Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America; and

WHEREAS, the Borough of Clayton desires to be a Member in a “nationally recognized cooperative purchasing organization” known as Sourcewell; and

WHEREAS, the Mayor and Council of the Borough of Clayton desires to effect substantial cooperative efforts to provide for contract and vendor relationship to purchase goods and services as a result of competitive bidding process exercised by a legal qualifying bidding agency on behalf of governmental agencies; and

WHEREAS, the Sourcewell cooperative has provided the Borough of Clayton with an Cooperative Purchasing Agreement, attached to this Resolution.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Clayton, County of Gloucester, State of New Jersey as follows:

1. The Mayor and Council of the Borough of Clayton hereby authorizes and approves the Borough’s membership with Sourcewell.
2. The Mayor or Borough Administrator is hereby authorized to execute the Sourcewell Agreement on behalf of the Borough of Clayton.
3. This Resolution shall take effect immediately upon final passage according to law.

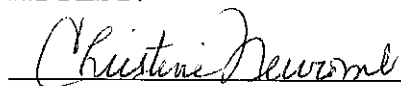
ADOPTED at the meeting of the Borough Council of the Borough of Clayton held on May 28, 2020.

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

ATTEST:



Christine Newcomb, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton held on May 28, 2020.



Christine Newcomb, Borough Clerk

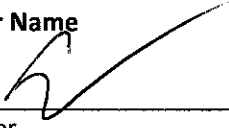
SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcwell (formerly known as National Joint Powers Alliance) and the Borough of Clayton (hereinafter referred to as the "Member").

Agreement

1. Sourcwell, 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. Sourcwell 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. Sourcwell 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 Sourcwell 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 Sourcwell 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 
Its Mayor
TITLE

5/28/2020
DATE

Sourcwell

TITLE

DATE