

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



This Agreement, made and entered into this 5 day of Nov, 2013, by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and CITY of Kelso WA hereinafter referred to as the "Applicant".

Witnesseth:

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute §123A.21 as a service cooperative (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and

Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;

Now **Therefore**, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

Term:

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,

the parties hereto have executed this Agreement the day and year written above.

Member Name:

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

By

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Its

TITLE

TITLE

DATE

DATE

MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER



ORGANIZATION INFORMATION (Required Information)**

Applicant Name: ** City of Kelso WA
Address: ** 203 S. Pacific
City, State, Zip ** Kelso WA 98626
Federal ID Number: 91-6001252
Contact Person: ** Stephen Taylor
Title: ** City Manager
E-mail: ** staylor@kelso.gov
Phone: (360) 423-1371
Website: www.kelso.gov

Please indicate an address to which your Membership materials may be delivered.

Thank you.

APPLICANT ORGANIZATION TYPE:

- K-12
- Government or Municipality (please specify: City of Kelso WA)
- Higher Education
- Other (please specify: _____)

I WAS REFERRED BY: (please specify)

- Advertisement _____
- Current NJPA Member _____
- Vendor Representative Shawn Patrick - Owen Equipment
- Trade Show _____
- NJPA Website _____
- Other _____

Completed applications may be returned to:

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

Duff Erholtz
Phone 218-894-5490
Fax 218-894-3045
E-mail duff.erholtz@njpacoop.org


COOPERATIVE PURCHASING AGREEMENT

The City of Kelso, Washington, in accordance with the Revised Code of Washington (RCW) Chapter 39.34 and to all other applicable laws, and National Joint Powers Alliance hereby agree to cooperative governmental purchasing agreement for various supplies, materials, equipment and routine, expert and/or consultant services, using competitively awarded contracts. The following terms and conditions:

1. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
2. Each agency is responsible for compliance with its applicable laws and regulations regarding purchases.
3. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s).
4. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this agreement.
5. Each agency shall be responsible for the payment of any item(s) they purchased through a contract or purchase order that resulted from this Agreement.
6. This Agreement shall remain in force until cancelled in writing by either party.

National Joint Powers Alliance

City of Kelso, State of Washington

By: 

By: 

Name: Chad Conner

Name: Stephen A. Taylor

Title: CEO

Title: City Manager

Date: 11/13/13

Date: 11-5-2013