

Master Intergovernmental Cooperative Purchasing Agreement



This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between Lakes Country Service Cooperative (LCSC), Fergus Falls, MN, as the Lead Public Agency and _____ (Participating Governmental Agency) that agree to the terms and conditions hereof.

RECITALS

WHEREAS, the undersigned Participating Governmental Agency asserts it is authorized by Intergovernmental Cooperation Statutes to enter into an agreement with LCSC to cooperate in procurement of certain goods and services; and WHEREAS, LCSC asserts it is a Minnesota Service Cooperative created and governed under Minnesota Statute §123A.21 authorized by Minnesota Statute §471.59 to “jointly or cooperatively exercise any power common to the contracting parties”;

WHEREAS, after a competitive solicitation and selection process by LCSC, compliance with its own policies, procedures, rules and regulations, suppliers (each a “Contract Supplier”) have entered into Master Agreements with LCSC to provide a variety of goods, products and services based on national volumes (herein “Products and Services”);

WHEREAS, this Master Agreement is made available by and providing that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

NOW, THEREFORE, it is mutually agreed as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That LCSC will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. LCSC shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold LCSC harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to LCSC, 1001 East Mount Faith, Fergus Falls, MN 56515.

ORGANIZATIONAL INFORMATION (**Required Fields)	
Applicant Name: **	
Address: **	
City, State, Zip **	
Federal ID Number:	
Contact Person: **	
Title: **	
E-mail: **	
Phone:	
Website:	
Reference:	

THE UNDERSIGNED PARTIES HAVE AGREED THIS DAY TO THE ABOVE CONDITIONS.

Lakes Country Service Cooperative

Participating Agency Name

Authorized Signature

Title

Date

Authorized Signature

Title

Date