

**RESOLUTION 2013/002**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, AUTHORIZING THE CITY'S EXECUTION OF A COOPERATIVE PURCHASING AGREEMENT WITH THE COOPERATIVE PURCHASING NETWORK

WHEREAS, The Cooperative Purchasing Network (TCPN) is a national purchasing program that provides significant price and resource savings; and

WHEREAS, the City Council seeks to be good stewards of the public's funds, and will be able to maximize its purchasing power for certain equipment, materials and supplies by execution of the attached TCPN cooperative purchasing agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

**Section 1.** The City Council of the City of Monroe, Washington, hereby authorizes the execution of the Cooperative Purchasing Agreement (Exhibit A) as an agreement with The Cooperative Purchasing Network.

**Section 2.** Nothing herein or in the attached agreement shall be construed as an authorization for the City to violate or otherwise avoid any applicable requirement established by Washington law concerning the procurement of equipment, materials and supplies. The City acknowledges and affirms its intent to comply with all such requirements.

PASSED by the City Council of the City of Monroe, at its regular meeting thereof and APPROVED by the Mayor this 8th day of January 2013.

CITY OF MONROE, WASHINGTON:

EFFECTIVE: 1/8/2013



Robert G. Zimmerman, Mayor

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:



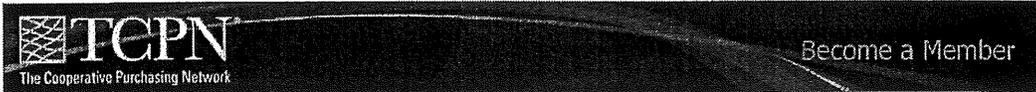
J. Zachary Lell, City Attorney



Eadye Martinson, Deputy City Clerk

# EXHIBIT A

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## FOCUS

### on Facilities

We cover your building, inside and out, with innovative partners that streamline your performance. Find operational solutions that originate with a TCPN contract.



## COOPERATIVE PURCHASING AGREEMENT

[» State Statutes](#)

This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPN's governing procurement statutes and regulations.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. TCPN makes their cooperative purchasing contracts available to Member Agencies "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 Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. 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 revision or addendum executed by both parties.
7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

Member Agency:

Department Name:

Agency Type:

Federal EIN/TIN:

First Name:

Last Name:

Street Address:

City:

State/Territory:

Zip Code:

Telephone:

Fax:

Email:

How did you hear about us?