

## **SOURCEWELL INTERLOCAL AGREEMENT**

This Agreement, made effective on the date hereof, is between Sourcewell (formerly National Joint Powers Alliance) and Central Kitsap Fire and Rescue (hereinafter referred to as “Governmental Unit”).

### **Recitals**

- A. Sourcewell is a service cooperative established by Minn. Stat. §123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3; and
- B. 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 contracts for goods and services; and
- C. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies through Minn. Stat. §471.59; and
- D. Membership in Sourcewell is available for all eligible state and local governments, education, higher education, and nonprofit entities across North America; and
- E. Governmental Unit asserts it is authorized under the authority of the Interlocal Cooperation Act, RCW 39.34 to utilize contracts competitively solicited by another governmental unit; and
- F. Governmental Unit and Sourcewell desire to enter into this Interlocal Agreement for the purpose of Governmental Unit accessing available contracts for goods and services from Sourcewell Awarded Vendors.

Sourcewell and the Governmental Unit hereby agree as follows:

### **Agreement**

- 1. Sourcewell will make its contracts for goods and services and/or other Sourcewell services available to the Governmental Unit. The Governmental Unit will be a Sourcewell Service Member.
- 2. The Governmental Unit may utilize the contracts or services procured or offered through Sourcewell to purchase supplies, equipment, materials, and services.
- 3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
- 4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days’ written notice to the other party.

5. Each party agrees that it is 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 Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.

6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this interlocal agreement as required by each party's respective laws.

7. To purchase goods and services from Sourcewell contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of Sourcewell contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the Sourcewell contract. The Governmental Unit will not use the goods available under Sourcewell contracts for purposes of resale.

8. Pursuant to Minn. Stat. §471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.

9. No joint entity or enterprise is created by this Agreement and no property will be acquired by the Parties under this Agreement. Each Party will retain independent title to any property acquired by that Party and used in the performance of the duties and responsibilities provided herein.

10. Parties shall file a certified copy of this Agreement with the Kitsap County Auditor or, alternatively, post the Agreement on each Party's website before the Agreement becomes effective, as required by RCW 39.34.040.

11. There shall be no financial remunerations by the Governmental Unit to Sourcewell for the use of Sourcewell procurements, contracts or agreements or the payment of any fees to Sourcewell. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.

12. Sourcewell contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. §471.345.

IN WITNESS, WHEREOF, the parties have executed this Interlocal Agreement effective the day and year written below.

Governmental Unit

By  \_\_\_\_\_  
AUTHORIZED SIGNATURE

Its Fire Chief

Sourcewell

DocuSigned by:  
By  \_\_\_\_\_  
AUTHORIZED SIGNATURE

Its Executive Director/CEO

TITLE

12/16/2020

DATE

TITLE

11/10/2020 | 1:31 PM CST

DATE