

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411	INTERAGENCY AGREEMENT	
	IAA No.:	K6606
	Member ID:	153150
SOURCEWELL (formerly NJPA) 202 12 th Street NE P.O. Box 219 Staples MN, 56479	Effective Date:	May 1, 2020

INTERAGENCY JOINT POWERS AGREEMENT

BETWEEN

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

AND

SOURCEWELL

REGARDING USE OF SOURCEWELL COOPERATIVE PURCHASING MASTER AGREEMENTS

Pursuant to RCW Chap. 39.34, this Interagency Joint Powers Agreement (“Agreement”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Sourcewell, a Minnesota local government unit (“Sourcewell”) and is dated and effective as May 1, 2020.

R E C I T A L S

- A. Pursuant to Legislative direction codified in RCW 43.19.005 and RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to provide goods and services to support state agencies and to enter into agreements with other governmental entities to furnish such goods and services as deemed appropriate by both parties.
- B. Pursuant to Washington law, Enterprise Services is authorized, on behalf of the state, to participate in cooperative purchasing agreements for any goods or services. See RCW 39.26.060(1). Any such cooperative purchasing must be done in accordance with an agreement entered into between the participants. See RCW 39.26.060(1). Enterprise Services, through a participation agreement or similar authorization may authorize specified eligible purchasers to utilize the Washington State master contract resulting from Enterprise Services’ participation in the cooperative purchasing agreement.
- C. Sourcewell is a State of Minnesota local government unit and service cooperative created by the Minnesota legislature under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21). See Minn. Const. art. XII, sec. 3. Under its enabling statute, Sourcewell is authorized to provide cooperative purchasing services to eligible members. Minn. Stat. § 123A.21 Subd. 7(23). Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services (Sourcewell Master Agreements). Sourcewell Master Agreements are made available through the joint exercise of powers law to eligible agencies. Minn. Stat. § 471.59 (2019).

- D. Enterprise Services desires to utilize certain of Sourcewell's competitively procured cooperative purchasing Master Agreements for itself and its authorized eligible purchasers as set forth in a Participation Agreement for each such Sourcewell Master Agreement.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this Agreement is ten (10) years, commencing May 1, 2020 and ending April 30, 2030; *Provided*, however, that this Agreement may be terminated earlier with or without cause by written notice and similarly may be extended by written notice. Upon termination, Enterprise Services and its eligible purchasers no longer shall have authority to use Sourcewell Master Agreements; *Provided*, however, that Enterprise Services and its eligible purchasers shall be liable for their outstanding orders, if any, at the time of termination. Upon termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement and any applicable Participation Agreement prior to the effective date of such termination.
2. **JOINT POWERS AGREEMENT.** Sourcewell is a government unit within the State of Minnesota empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, subd. 1 (2019). Governmental units may enter into joint powers agreements whereby one of the governmental units performs on behalf of the other any service or function which the governmental unit providing the service or function is authorized to provide for itself. Enterprise Services, by means of this joint powers agreement, may authorize ordering from Master Agreements established by Sourcewell. Enterprise Services and its authorized eligible purchasers agree to order under the established terms and conditions of the Sourcewell Master Agreement subject to a Participation Agreement between Enterprise Services and the Sourcewell Master Agreement awarded contractor. Enterprise Services shall provide a copy of any such Participation Agreement to Sourcewell. Payment for all orders made by Enterprise Services' eligible purchasers is the responsibility of the eligible purchaser that placed the order.
3. **WASHINGTON STATE ACCESS TO SOURCEWELL MASTER AGREEMENTS.** Pursuant to this Agreement, Enterprise Services, on behalf of the State of Washington, shall have access, in its sole discretion, to competitively solicited and awarded Sourcewell Master Agreements. Enterprise Services may participate in any such Sourcewell Master Agreement through a Participation Agreement executed by Enterprise Services and the awarded contractor. Such Participation Agreement shall specify eligible purchasers as authorized by Enterprise Services.
4. **AGREEMENT MANAGEMENT.** The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Corinna Cooper
Enterprise Procurement Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9420 [desk]
Tel: (360) 688-4749 [mobile]
Email: Corinna.Cooper@des.wa.gov

Sourcewell

Attn: Jeremy Schwartz
Sourcewell Chief Procurement Officer
202 12th St. NE Box 219
Staples MN, 56479
Tel: (877)_894-1930
Email: info@sourcewell-mn.gov

CC: Marcus Miller
General Counsel
202 12th St. NE Box 219
Staples MN, 56479

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

5. RECORDS RETENTION & PUBLIC RECORDS.

- a. AGREEMENT AVAILABILITY. Prior to its entry into force, this Agreement shall be posted on the Enterprise Services' website or other electronically retrievable public source as required by RCW 39.34.040.
- b. RECORDS RETENTION. Each party shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- c. PUBLIC INFORMATION. This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56 and Minnesota's Data Practices Act, Minn. Stat. chapter 13. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act or the Data Practices Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

6. **RESPONSIBILITY OF THE PARTIES.** Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.

7. **DISPUTE RESOLUTION.** To the extent practicable, the parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute.

8. **GENERAL PROVISIONS.**

- a. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- b. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- c. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- d. **CAPTIONS & HEADINGS.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- e. **ELECTRONIC SIGNATURES.** A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

- f. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

DocuSigned by:
By: Corinna Cooper
0ADA2719360C461...
Name: Corinna Cooper
Title: Enterprise Procurement Manager

**SOURCEWELL,
A MINNESOTA GOVERNMENTAL AGENCY**

DocuSigned by:
By: Mike Wilson
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Name: Mike Wilson
Title: Chair, Board of Directors