

**SOURCEWELL
INTERLOCAL AGREEMENT**

This Agreement, made effective on the date hereof, is between the Sourcewell (formerly National Joint Powers Alliance) and City of Lacey (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 by its statutes 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 joint exercise of powers 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. 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.

10. The 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 [Signature]
AUTHORIZED SIGNATURE

Its City Manager
TITLE

6/17/2019
DATE

Sourcewell

DocuSigned by:
By [Signature]
AUTHORIZED SIGNATURE

Its Executive Director/CEO
TITLE

6/19/2019 | 11:09 AM CDT
DATE

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



This Agreement, made and entered into this 4 day of NOV, 2014, by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and CITY OF LACEY 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 (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:

By

AUTHORIZED SIGNATURE

Its

CITY MANAGER

TITLE

DATE

11/4/2014

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

AUTHORIZED SIGNATURE

TITLE

DATE

Richard Coanette

Executive Director

11/5/2014

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

ADDRESS: 420 COLLEGE ST SE
LACEY, WA 98503

PHONE: 360 491-3212

EMAIL ADDRESS: finance@ci.lacey.wa.us

ORGANIZATION TYPE: City Government

For Membership questions contact:

Duff Erholtz

Phone: 218-894-5490

Fax: 218-894-3045

Email: duff.erholtz@njpacoop.org