

INTERAGENCY COOPERATIVE PURCHASING AGREEMENT

This Interagency Cooperative Purchasing Agreement (“Agreement”) is between the Spokane Transit Authority (“STA”) and Sourcewell (“Sourcewell”); each individually referred to as a “Party” and collectively as “Parties”.

WHEREAS, STA is a municipal corporation under the laws of the State of Washington and a purveyor of public transportation serving a public transportation benefit area pursuant to Revised Code of Washington (“RCW”) Chapter 36.57A; and

WHEREAS, 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)).

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes public agencies to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, STA desires to utilize certain competitively sourced Sourcewell Master Agreements to facilitate its procurement of goods and services in accordance with STA Resolution 702-13.

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the Parties’ understanding of the terms and conditions under which STA may utilize Sourcewell Master Agreements.

2. TERM

This Agreement shall commence upon the last date of execution and continue for ten (10) years, unless terminated earlier in accordance with Section 6. This Agreement may be extended for additional periods upon written amendment hereto in accordance with Section 19.

3. ADMINISTRATORS

This Agreement shall be administered by the Parties’ designated representatives below:

Sourcewell	Spokane Transit Authority
Jeremy Schwartz Chief Procurement Officer 202 12 th St NE Box 219 Staples, MN 56479 E: info@sourcewell-mn.gov P: (877) 894-1930	Jordan Hayes-Horton Senior Procurement Manager Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: jhorton@spokanetransit.com P: (509) 325-6032

4. NOTICES

All notices, requests, claims, demands and related communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) by email, addressed to the Parties' representatives set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of read receipt when transmitted by email.

Sourcewell	Spokane Transit Authority
Liz Sourdiff Manager of Client Development 202 12 th St NE Box 219 Staples, MN 56479 E: liz.sourdiff@sourcewell-mn.gov P: (877) 894-1930	Spokane Transit Authority Attn: Contracts 1230 W Boone Ave Spokane, WA 99201 E: contracts@spokanetransit.com P: (509) 325-6000

5. 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.

6. TERMINATION

Either Party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other Party. Upon the effective date of termination, STA shall no longer have authority to use Sourcewell Master Agreements following such termination; provided, however, that STA shall be liable for its outstanding orders, if any, at the time of termination. Upon termination, the Parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement.

7. REMEDY

The sole remedy for any Party to this Agreement is termination. No other remedy in damages or equity is intended by this Agreement.

8. INDEPENDENT CAPACITY

- A. Employees. The employees or agents of each Party to this Agreement will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of any other Party.
- B. No Partnership and No Third-Party Beneficiaries. It is agreed by the Parties that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

9. FORCE MAJEURE

In the event that any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, weather event, pandemic, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention or any other Local, State, or Federal Public Health Agency which adversely affects the ability of either party to perform its obligations under this Agreement, pandemics, viral or communicable disease outbreak, quarantine, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under this Agreement. The Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

10. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

11. COMPLIANCE WITH LAWS

12. Each Party to this Agreement shall comply with all applicable federal, state and local laws and regulations. ANTI-KICKBACK

No officer or employee of the Spokane Transit Authority or Sourcewell, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

13. CONFLICT OF INTEREST

No employee, officer or agent of STA shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. the employee, officer or agent;
- B. any member of his/her immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ, and employee, officer or agent of STA has a financial or other interest in the firm selected for award.

14. TRADEMARKS AND LOGOS

The Parties to this Agreement are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining prior written consent from the other Party.

15. PUBLIC RECORDS ACT

Sourcewell understands and acknowledges that STA is a municipal corporation of the State of Washington subject to the "Public Records Act", RCW 42.56 *et seq.* STA understands and acknowledges Sourcewell is a government entity subject to the Minnesota Data Practices Act, Minn. Stat. Chap. 13.

The Parties understand and agree that the records it obtains or produces under this Agreement may be public records under the Data Practices Act, the Public Records Act, or successor acts. The Parties will cooperate in a timely manner in responding to a public records request ("PRR") related to this Agreement or the services provided under this Agreement. Such cooperation shall include searching all records regarding the Agreement and producing all records that are potentially responsive to a PRR to STA or Sourcewell. The Parties will mark and segregate all materials in its possession that may be protected by the Public Records Act or Data Practices Act to protect against inadvertent disclosure of such documents and to facilitate the Parties' application of allowable Public Records Act exemptions. The Parties may charge as permitted by law for time spent producing records pursuant to PRR.

16. AUDIT/RECORDS

The Parties will maintain for a minimum of six (6) years following expiration of this Agreement all records related to its performance of this Agreement. Either party may audit any record related to this Agreement for any reason and the Parties will provide copies of and access to, at reasonable times, any such record upon request by the other. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail.

Records and other documents, in any medium, furnished by any Party to this Agreement to another Party, will remain the property of the furnishing Party, unless otherwise agreed. Subject to Paragraph 15 of this Agreement, the receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party or Parties are not erroneously disclosed to third parties.

17. INTERPRETATION

As a further condition of this Agreement, STA and Sourcewell acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party. In the event that any Party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of this Agreement, the prevailing Party shall be entitled to recover from the other Party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

18. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

19. MODIFICATION

This Agreement may be amended or modified only by written instrument signed by the Parties hereto.

20. SEVERABILITY

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, the remaining provisions shall continue in full force and effect. The Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

21. SUCCESSORS & ASSIGNS

This Agreement shall be binding on the Parties hereto and their successors and assigns. The Parties however agree that they will not assign or delegate the duties to be performed under this Agreement without prior written approval from the other Party.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

23. 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 any original executed copy of this Agreement or such other ancillary agreement for all purposes.

24. RCW 39.34 REQUIRED CLAUSES

- A. Purpose. See Section 1.
- B. Duration. See Section 2.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties. See provisions of this Agreement.
- E. Agreement to be Filed. Sourcewell shall file this Agreement in accordance with its applicable laws, rules and regulations. STA shall post this Agreement on its internet website.
- F. Financing. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination. See Section 6.
- H. Acquisition/Disposition of Property. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

[signatures on the following page]

25. SIGNATURES

The Parties affirm the individuals signing this Agreement have been granted the authority to do so and by their signature affirm the Parties will comply with the terms and conditions of this Agreement.

Sourcewell

Spokane Transit Authority

DocuSigned by:
Greg Zylka
6BD483769B484F1...

E. Susan Meyer

By: Greg Zylka
Title: Chair, Sourcewell Board of Directors
Date: 11/15/2022 | 10:21 PM CST

By: E. Susan Meyer
Title: Chief Executive Officer
Date: Oct 26, 2022

Attest:

Attest:

DocuSigned by:
Sara Nagel
9BEF5D6F88D140B...

Dana Infalt

By: Sara Nagel
Title: Clerk, Sourcewell Board of Directors
Date: 11/15/2022 | 7:33 PM CST

By: Dana Infalt
Title: Clerk of the Authority
Date: Oct 27, 2022