



INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING

ILC No.:
ILC18-6942
Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Broken Arrow**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **PO BOX 610 Broken Arrow, OK 74013**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **07/17/2018** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **07/01/2018** and ends **06/30/2019**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of Broken Arrow

Name of End User (local government, agency, or non-profit corporation)

PO BOX 610

Mailing Address

Broken Arrow, OK 74013

City, State ZIP Code

Signature of chief elected or appointed official

Craig Thurmond, Mayor

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By:

Executive Director

Date:

Date:



END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: City of Broken Arrow County Name: Tulsa

Mailing Address: PO BOX 610 Broken Arrow, OK 74013

Main Telephone Number: (918) 259-2400 FAX Number: (918) 259-8219

Physical Address: 220 South 1st ST Broken Arrow, OK 74012

Web Site Address: www.brokenarrowok.gov

Official Contact: Kimberly Slinkard

Mailing Address: PO BOX 610

Broken Arrow, OK 74013

Title: Acting Deputy City Attorney

Ph No.: (918) 259-8422

FX No.: (918) 259-8218

E-Mail Address:

kslinkard@brokenarrowok.gov

Authorized Official: Craig Thurmond

Mailing Address: PO BOX 610

Broken Arrow, OK 74013

Title: Mayor

Ph No.: (918) 259-5447

FX No.: (918) 259-8218

E-Mail Address:

cthurmond@brokenarrowok.gov

Official Contact: Ryan Lawson

Mailing Address: PO BOX 610

Broken Arrow, OK 74013

Title: Deputy Fire Chief

Ph No.: (918) 259-8360

FX No.: (918) 259-8219

E-Mail Address: rlawson@brokenarrowok.gov

Official Contact:

Mailing Address:

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Title:

Ph No.:

FX No.:

E-Mail Address:

Official Contact:

Mailing Address:

,

Title:

Ph No.:

FX No.:

E-Mail Address:



ILC No.:
ILC18-6942
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by H-GAC

NON-PROFIT CERTIFICATION

City of Broken Arrow (End User) is a non-profit corporation with an Internal Revenue Service determination in compliance with the Internal Revenue Code Section **Local Municipal Government**. Copies of IRS determination letter and By-Laws/Charter/Articles of Incorporation are enclosed.

End User is a non-profit corporation created and operated to provide one or more governmental functions and services. "Governmental functions and services" means all or part of a function or service in any of the following areas:

Functions/Services: **Police Protection Detention Services; Streets Roads Drainage; Parks Recreation; Planning; Fire Protection; Library Museum Services; Waste Disposal; Engineering; Public Funds Investment;**

Administrative Functions: **Personnel Services; Purchasing; Records Management Services; Warehousing; Equipment Repair;**

End User agrees to notify the Houston-Galveston Area Council immediately if there are any changes to the services or functions end user provides.

End User is made aware that no for-profit organizations may participate in this agreement and agrees to abide by this restriction.

By signing this document, End User certifies that the information provided herein is true and accurate.

Signature of End User

Craig Thurmond, Mayor
Printed Name and Title

Date

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.

Broken Arrow City Council
Meeting of: 07-17-2018

Title:

..title

Consideration, discussion, and possible approval of and authorization to
execute an Interlocal Contract for Cooperative Purchasing with the
Houston-Galveston Area Council

..End

Background:

The Houston-Galveston Area Council (H-GAC) is the largest of 24 Councils of Government (COG) in Texas, and is a political subdivision of the State of Texas. It has been serving local governments for more than 40 years.

H-GAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the City of Broken Arrow and HGACBuy, and gives the City access to HGACBuy contracts.

H-GAC has established Interlocal Contracts with thousands of End Users throughout Texas and across the United States.

HGACBuy contracts are established based on the requirements of Texas Local Government Code, Chapter 252. Products and services are contracted after having been subjected to either a competitive bid or competitive proposal process. Contracts are blanket type, usually for a term of two or three years. Use of HGACBuy for purchases by any End Users is strictly at the discretion of that entity. End Users issue their purchase orders to and pay directly the HGACBuy Contractor.

By entering into this agreement the City will be able to verify that H-GAC's competitive bidding processes are in accordance with Oklahoma State Law prior to making any purchases from their contracts.

Cost: \$0

Funding Source: N/A

Requested By: Jeremy Moore, Fire Chief

Approved By: Michael L. Spurgeon, City Manager

Attachments: HGAC BUY Interlocal Contract

Recommendation:

..recommend

Approve and authorize execution of an Interlocal Contract for Cooperative Purchasing with the Houston-Galveston Area Council

..end

38 CITIES
12 COUNTIES
7 TOWNS
OKC
STILLWATER
CLAREMORE
BIXBY
COWETA