

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2016-49

### A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH H-GAC FOR COOPERATIVE PURCHASING (STREET SWEEPER)

**WHEREAS**, UTAH CODE ANN. §11-13-101, *et seq.* (the “*Interlocal Cooperation Act*”) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, the city of Cottonwood Heights (the “*City*”) and Houston-Galveston Area Council (“*H-GAC*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, COTTONWOOD HEIGHTS CODE §2.160.180 provides that purchases by the City in cooperation with another governmental entity which comply with the solicitation procedures of that other entity constitute the City’s compliance with its own solicitation requirements if the cooperative agreement is approved by resolution of the City’s city council (the “*Council*”) and otherwise meets any applicable requirements of the Interlocal Cooperation Act; and

**WHEREAS**, pursuant to its Resolution No. 2016-41, the Council heretofore has authorized the City to acquire a street sweeper vehicle (the “*Sweeper*”) at a cost of up to \$300,000; and

**WHEREAS**, pursuant to the authority granted in the Interlocal Cooperation Act, the City desires to enter into an “Interlocal Contract for Cooperative Purchasing” (the “*Agreement*”) with H-GAC to purchase the Sweeper; and

**WHEREAS**, the city council (the “*Council*”) of the City met in regular session on 21 June 2016 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, the city attorney of the City has approved the form of the Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Agreement as proposed in order to make efficient use of the City’s resources;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the attached Agreement with H-GAC is hereby approved (with such modifications and additions as the City’s mayor, in consultation with the City manager and attorney, directs), and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2016-49, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 21<sup>st</sup> day of June 2016.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By   
\_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor

**ATTEST:**

  
Linda W. Dunlavy, Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 21<sup>st</sup> day of June 2016.

**RECORDED** this 22 day of June 2016.



**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC  
No.: \_\_\_\_\_  
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 \* \_\_\_\_\_, 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 \* \_\_\_\_\_

**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 \* \_\_\_\_\_ (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 \* \_\_\_\_\_ and ends \* \_\_\_\_\_. 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.

(over)

**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:**

\* Cottonwood Heights  
Name of End User (local government, agency, or non-profit corporation)

\* 1265 E. Fort Union Blvd.  
Mailing Address

\* Cottonwood Heights UT 84047  
City State ZIP Code

\*By: [Signature]  
Signature of chief elected or appointed official

\* Kelvyn H. Callimore, Jr. 06-21-16  
Typed Name & Title of Signatory Date

**Houston-Galveston Area Council**  
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

\*Denotes required fields

**\*Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto: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: \_\_\_\_\_ County Name: \_\_\_\_\_  
*(Municipality/County/District/etc.)*

Mailing Address: \_\_\_\_\_  
*(Street Address/P.O. Box) (City) (State) (ZIP Code)*

Main Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ FAX Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Physical Address: \_\_\_\_\_  
*(Street Address, if different from mailing address) (City) (State) (ZIP Code)*

Web Site Address: \_\_\_\_\_

**Official Contact:** \_\_\_\_\_  
*(Point of Contact for HGACBuy Interlocal Contract)*

Mailing Address: \_\_\_\_\_  
*(Street Address/P.O. Box)*  
\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Title: \_\_\_\_\_  
Ph No.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Fx No. : ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**Authorized Official:** \_\_\_\_\_  
*(Mayor/City Manager/Executive Director/etc.)*

Mailing Address: \_\_\_\_\_  
*(Street Address/O.O. Box)*  
\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Title: \_\_\_\_\_  
Ph No.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Fx No. : ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**Official Contact:** \_\_\_\_\_  
*(Purchasing Agent/Auditor etc. )*

Mailing Address: \_\_\_\_\_  
*(Street Address/O.O. Box)*  
\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Title: \_\_\_\_\_  
Ph No.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Fx No. : ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**Official Contact:** \_\_\_\_\_  
*(Public Works Director/Police Chief etc.)*

Mailing Address: \_\_\_\_\_  
*(Street Address/O.O. Box)*  
\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Title: \_\_\_\_\_  
Ph No.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Fx No. : ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**Official Contact:** \_\_\_\_\_  
*(EMS Director/Fire Chief etc. )*

Mailing Address: \_\_\_\_\_  
*(Street Address/O.O. Box)*  
\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Title: \_\_\_\_\_  
Ph No.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Fx No. : ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

\* denotes required fields