

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND
THE HOUSTON-GALVESTON AREA COUNCIL

WHEREAS, the Utah Interlocal Cooperation Act allows local government units to make the most of limited funds by enabling them to cooperate with other local governments on the basis of mutual advantage and to find economies of scale;

WHEREAS, the Houston-Galveston Area Council (H-GAC) is a political subdivision of the state of Texas, duly authorized to enter into interlocal agreements;

WHEREAS, H-GAC proposes to enter into an agreement with the City whereby H-GAC will serve as a purchasing agent for the City for the purpose of securing emergency vehicles at competitive prices;

WHEREAS, many Utah cities and political subdivisions have already entered into interlocal agreements with H-GAC;

WHEREAS, in conformance with the City's procurement process, the City's purchasing agent has reviewed the agreement and determined that it is in compliance with City ordinance and policies;

WHEREAS, the City determines that it is in the best interests of the City and its residents to enter into an interlocal cooperation agreement to procure emergency vehicles in the future;

WHEREAS, Utah Code requires legislative body approval of an interlocal agreement between a Utah political subdivision and an out-of-state public agency; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of South Salt Lake, that pursuant to the Interlocal Cooperation Act it approves the interlocal cooperation agreement in the attached "Exhibit A," and authorizes the Mayor to sign on behalf of the City. The effective date of the Agreement shall be the date as indicated in the Agreement.

(signatures appear on separate page)

APPROVED AND ADOPTED by the South Salt Lake City Council, South Salt Lake, Utah, on this _____ day of _____, 2022.

BY THE CITY COUNCIL:

Sharla Bynum
Council Chair

City Council Vote as Recorded:

Bynum _____
Huff _____
Mila _____
Pinkney _____
Siwik _____
Thomas _____
Williams _____

ATTEST:

Ariel Andrus
City Recorder

Exhibit A



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.:
ILC22-11966
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 **South Salt Lake City**, 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 **220 E Morris Ave #200 South Salt Lake City, UT 84115**.

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 **07/05/2022** (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 **07/01/2022** and ends **06/30/2023**. 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:

South Salt Lake City

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

220 E Morris Ave #200

Mailing Address

South Salt Lake City, UT 84115

City, State ZIP Code

Signature of chief elected or appointed official | **Date**

Cherie Wood, Mayor

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By:

Executive Director

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: **South Salt Lake City County Name: Salt Lake**

Mailing Address: **220 E Morris Ave #200 South Salt Lake City, UT 84115**

Main Telephone Number: **801-385-4145** FAX Number: **801-483-6030**

Physical Address: **220 E Morris Ave #200 South Salt Lake City, UT >84115**

Web Site Address: **SSLC.GOV**

Official Contact: Scott Mecham

Mailing Address: **220 E Morris Ave #200**

South Salt Lake City, UT 84115

Title: **Fleet Manager**

Ph No.: **385-414-5164**

FX No.: **801-483-6030**

E-Mail Address: **smecham@sslc.gov**

Authorized Official: Cherie Wood

Mailing Address: **220 E Morris Ave #200**

South Salt Lake City, UT 84115

Title: **Mayor**

Ph No.: **801-464-6757**

FX No.: **801-483-6001**

E-Mail Address: **mayor@sslc.gov**

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.