

**RESOLUTION NO. 19-1316**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL FOR PROCUREMENT OF A NEW FIRE APPARATUS.**

**WHEREAS**, the City of Black Diamond is preparing to purchase a new fire engine;

**WHEREAS**, the City's contracted Fire Chief has recommended that the new fire engine be procured through "piggybacking" on the purchasing authority of the Houston-Galveston Area Council (HGAC) because of the wide range of qualified vendors and excellent prices available through H-GAC; and

**WHEREAS**, HGAC is political subdivision of the State of Texas that contracts with hundreds of local governments nationwide through its cooperative purchasing program, known as HGACBuy; and

**WHEREAS**, HGACBuy has been providing government procurement services for over 30 years, establishing competitive prices for goods and services by virtue of competitive bidding and/or proposal processes compliant with state law; and

**WHEREAS**, the City is eligible to join HGACBuy by entering into an Interlocal Agreement without financial cost or obligation; and

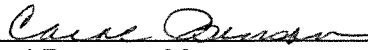
**WHEREAS**, the City Council has determined that joining HGACBuy would facilitate the efficient and cost-effective purchase of a new fire engine for the City;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

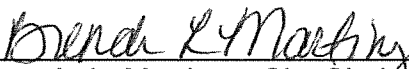
**Section 1.** The Mayor is hereby authorized to execute an Interlocal Agreement with the Houston-Galveston Area Council so that the City may become a member and procure authorized goods and services through the HGACBuy program, as shown in the sample agreement on Attachment A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF  
SEPTEMBER, 2019.

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Carol Benson, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk



INTERLOCAL CONTRACT FOR  
COOPERATIVE PURCHASING

ILC No.:  
**ILC19-8061**  
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 Black Diamond**, 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 599 Black Diamond, WA 98010**.

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 **09/05/2019** (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 **01/01/2019** and ends **12/31/2019**. 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 Black Diamond**  
\_\_\_\_\_  
Name of End User (local government, agency, or non-profit corporation)

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

**PO Box 599**  
\_\_\_\_\_  
Mailing Address

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

**Black Diamond, WA 98010**  
\_\_\_\_\_  
City, State ZIP Code

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

*Carol Benson* 9/9/19  
\_\_\_\_\_  
Signature of chief elected or appointed official | Date

**Carol Benson, Mayor**  
\_\_\_\_\_  
Typed Name & Title of Signatory



**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 Black Diamond** County Name: **King**

Mailing Address: **PO Box 599 Black Diamond, WA 98010**

Main Telephone Number: **(360) 851-4500** FAX Number: **(360) 851-4501**

Physical Address: **24301 Roberts Drive Black Diamond, WA 98010**

Web Site Address: **www.ci.blackdiamond.wa.us**

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Official Contact: **Brenda Martinez**

Mailing Address: **PO Box 599**

**Black Diamond, WA 98010**

Title: **City Clerk**

Ph No.: **(360) 851-4564**

FX No.: **(360) 851-4501**

E-Mail Address:

**bmartinez@blackdiamondwa.gov**

Authorized Official: **Carol Benson**

Mailing Address: **PO Box 599**

**Black Diamond, WA 98010**

Title: **Mayor**

Ph No.: **(360) 851-4500**

FX No.: **(360) 851-4501**

E-Mail Address: **cbenson@blackdiamondwa.gov**

Official Contact: **Mayene Miller**

Mailing Address: **PO Box 599**

**Black Diamond, WA 98010**

Title: **Finance Director**

Ph No.: **(360) 851-4560**

FX No.: **(360) 851-4501**

E-Mail Address: **mmiller@blackdiamondwa.gov**

Official Contact: **Kevin Esping**

Mailing Address: **PO Box 599**

**Black Diamond, WA 98010**

Title: **Facilities Equipment Coordinator**

Ph No.: **(360) 851-4446**

FX No.: **(360) 851-4501**

E-Mail Address: **kesping@blackdiamondwa.gov**

Official Contact: **Rob Reed**

Mailing Address: **PO Box 599**

**Black Diamond, WA 98010**

Title: **IS Manager**

Ph No.: **(360) 851-4500**

FX No.: **(360) 851-4501**

E-Mail Address: **rreed@blackdiamondwa.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](mailto: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.