HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: 13-3665
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 Sequim, 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 * 152 West Cedar Street, Sequim, Washington 98382

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 * 07/13/2012 (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 * 01/01/2013 and ends * 12/31/2013. 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 IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

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

* 152 West Cedar Streeet
Mailing Address

* Sequim | Washington | 98382
City | State | ZIP Code

*By: Steve Burkett
Signature of chief elected or appointed official

* Steve Burkett, City Manager
Typed Name & Title of Signatory | Date

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

By: _____
Executive Director

Attest: _____
Manager

Date: Dec. 3, 2013

Approved as to form by:
Craig A. Ritchie 4/17/2013
Craig A. Ritchie, City Attorney

**Denotes required fields*

rev. 03/11

HOUSTON-GALVESTON AREA COUNCIL

October 28, 2013

Steve Burkett
City Manager
City of Sequim
152 West Cedar Street
Sequim, WA 98382

Dear Mr. Burkett:

HGACBuy would like to welcome you and thank you for becoming a member of the program. Enclosed is your original copy of the fully executed Interlocal Contract (ILC) which includes your assigned permanent ILC number. This number should appear on all future purchase orders, in addition to the H-GAC bid number for the product you are ordering.

The ILC document is designed as a blanket purchase agreement for all products offered by H-GAC, and it remains in effect indefinitely unless canceled by either party. No annual renewal actions are required. The Contract covers all departments within your municipality/county/district jurisdiction. It is activated only by your agency's issuance of Purchase Orders.

Visit our website at: www.hgacbuy.org to schedule your end user orientation. Should you require any further information concerning the program please call 800-926-0234.

We encourage you to use the H-GAC Cooperative Purchasing Program and avail yourself of the services we offer. We look forward to serving you.

Sincerely,

Sally Terral

Sally Terral
Contract Specialist
Cooperative Purchasing Program

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

Bobbie Usselman

From: Pete Tjemsland
Sent: Tuesday, November 05, 2013 7:24 AM
To: Bobbie Usselman
Subject: HGAC

Hi Bobbie,
The password for HGAC (www.hgacbuy.org) is the ILC # (13-3665) in the top right corner of the contract.

Pete

Pete Tjemsland
Utilities Manager
City of Sequim
152 West Cedar Street
360.683.4908 Phone
360.681.0552 Fax
ptjem@sequimwa.gov



As a unit of local government, HGACBuy is well aware of the requirements state and local governments must satisfy when making purchases. This is why for more than 35 years HGACBuy has strived to make the government procurement process more efficient.

WHO WE ARE

HGACBuy is an award-winning, nationwide government-to-government procurement service operated by the Houston-Galveston Area Council. Since beginning our services in 1975, we've assembled a team of experienced professionals, who, collectively, offer more than 150 years experience to members.

We are active throughout the United States and provide more than 7,497 members with 40 major categories of products and services from more than 750 highly qualified contractors.

HGACBuy PARTNERS:

BRCPC Baltimore Regional Cooperative Purchasing Committee

E&I Educational & Institutional Cooperative Purchasing — Lower Costs for Higher Ed

KC RPC Kansas City Regional Purchasing Cooperative

Competitively procured contracts available through HGACBuy:

Ambulances & Other Emergency Vehicles
Auxiliary Power & Backup Generators
Buses – Transit & Shuttle, and Trams
Citizen Involvement & Outreach
Current Model Cars & Light Trucks
Earth Moving & Construction Equipment
Electric Vehicle Charging Equipment
Emergency Medical & Rescue Equipment
Emergency Notification & 9-1-1
Emergency Preparedness & Safety Equipment
Emergency Preparedness & Disaster Recovery
Fire Service Apparatus
Fleet Fueling & Fuel Card Services
Fleet Management & Maintenance Equipment
Grounds & Turf Equipment
Law Enforcement Equipment
Lease Purchase Finance Service
Medium and Heavy Trucks & Truck Bodies
Modular Buildings & Shelters
Parks & Recreation Equipment
Portable Construction & Maintenance Equipment
Professional Planning & Consulting Services
Radio Communication Equipment
Record & Playback Systems
Refuse Containers & Lifters
Refuse Handling Equipment
Rentals – Equipment & Portable Facilities
Rescue & SCBA Equipment
School Buses
Sewer & Hydro-Excavation Equipment
Street Maintenance Equipment
Surveillance, Access Control & Security Fencing
Sweeping Equipment
Temporary Personnel & Staffing Services
Traffic Control, Enforcement & Signal Preemption
Trailers – Equipment, Cargo & Specialty
Video Conferencing Equipment & Services
Wireless Telecomm Equip & Services
Wireless– VOIP Telecomm Equip & Services
Water Meters & Associated Equipment

HGACBuy THE SMART PURCHASING SOLUTION

P.O. Box 22777
Houston, TX 77227-2777

1-800-926-0234
www.hgacbuy.org

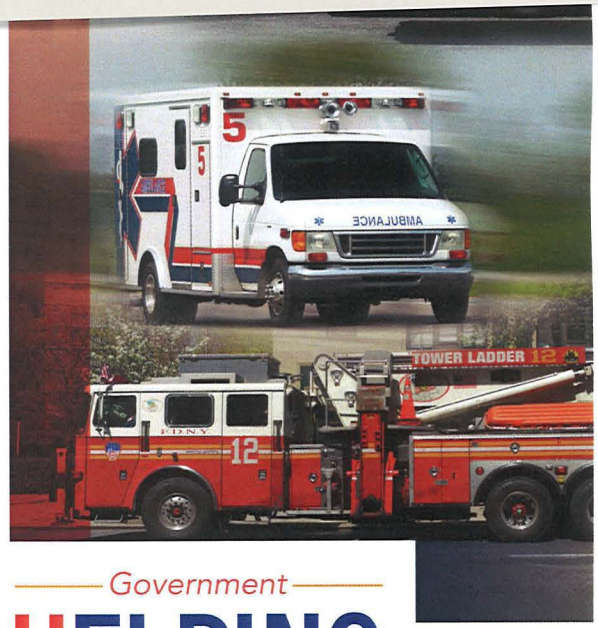
HGAC

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120
Houston, TX 77027

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Houston, TX 77227-2777
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Government

HELPING GOVERNMENTS ACROSS THE COUNTRY BUY

HGACBuy THE SMART PURCHASING SOLUTION

www.hgacbuy.org



WHY HGACBuy?

HGACBuy offers the simplest way to buy. All our contracts have been awarded by virtue of a competitive bid or RFP process in accordance with government purchasing statutes.

HGACBuy process includes:

- Conducting products research
- Developing specifications for each product and service
- Encouraging broad vendor participation
- Issuing public bid/proposal notices
- Conducting pre-bid/pre-proposal conferences and response openings
- Evaluating bid/proposal responses
- Issuing vendor contracts awarded by the H-GAC Board of Directors
- Managing vendor contracts

HGACBuy IS A PROUD MEMBER OF:

National Purchasing Institute — Achievement of Excellence in Procurement

SETAPP — Southeast Texas Association of Public Purchasing

NIGP — The Institute for Public Procurement

WHO IS ELIGIBLE

All units of local government, state governments, state agencies and nonprofits providing governmental services are eligible for HGACBuy membership if their states have statutes in place allowing participation in other states' co-ops.

Entities Eligible for HGACBuy Membership

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals, Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire and Rural Fire Departments
- Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts and Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation)
- Authorities (Airport, Port, River, Water, Toll Road)
- Not-for-Profit Corporations [501(c)3] providing government functions and services

HOW TO JOIN

An interlocal contract can be executed at no cost to you. You will find the ILC form on our website under "About Us." Then secure approval from appropriate authority in your organization and return the ILC form to HGACBuy for execution and to receive membership access to the program.

WHAT MEMBERSHIP MEANS

Access to competitively procured contracts with broad categories of products and services; bid/proposal documentation available for review and audit purposes; members purchase from and pay contractors directly.

Got an emergency, and not yet a member? Contact us at **1-800-926-0234** or visit our website at **hgacbuy.org**.



For more information about HGACBuy and how we can help your government or eligible organization purchase more efficiently, call 1-800-926-0234, or visit our website at **hgacbuy.org**.