

CITY OF ARDMORE  
Finance Department

Council Letter No. 5336  
Meeting Date: February 7, 2022

Mayor and City Commission  
City of Ardmore, Oklahoma

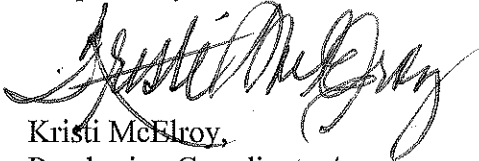
Re: Approve Resolution to Enter National Cooperative Purchasing Alliance  
Cooperative Contract

Dear Commission Members:

The City of Ardmore frequently utilizes interstate and interlocal cooperative agreements as a procurement method. In order to utilize the National Cooperative Purchasing Alliance (NCPA) Contract, the City must pass a resolution and execute a contract. The City Attorney has reviewed and approved the contract.


Staff, respectfully recommends the resolution and execution of the National Cooperative Purchasing Alliance Contract.

Respectfully submitted,



Kristi McElroy,  
Purchasing Coordinator/  
Grant Administrator

Reviewed by: \_\_\_\_\_

  
City Manager

RESOLUTION NO. 4205

A RESOLUTION TO PARTICIPATE IN THE  
NATIONAL COOPERATIVE PURCHASING ALLIANCE PURCHASING  
COOPERATIVE FOR THE BENEFIT OF THE CITY OF ARDMORE, OKLAHOMA  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL REQUIRED  
DOCUMENTS AS PROVIDED IN ARDMORE CODE OF ORDINANCES

WHEREAS, the City Commission of Ardmore Oklahoma,  
(Named Public Agency)

pursuant to the authority granted by Okla Statutes, Title 74 Sections 1001, *et seq*, desires to participate in the National Cooperative Purchasing Alliance, and in the opinion that participating in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

Therefore, be it RESOLVED that the City of Ardmore, Oklahoma requests a stated need for Participation in the National Cooperative Purchasing Alliance Cooperative whereby, Kevin Boatright, City Manager is authorized and directed to sign and deliver any and all necessary requests  
(Name of Authorized Person)

and documents in connection therewith for and on behalf of City of Ardmore, Oklahoma.  
(Named Public Agency)

I certify that the foregoing is a true and correct original Resolution, duly adopted by the  
City Commission of the City of Ardmore.  
(Named Public Agency)

In witness thereof, I have set my hand and signature this 7th day of February, 2022.

By: \_\_\_\_\_

*Sheryl Ellis, Mayor*  
(Authorized Signature)

\_\_\_\_\_  
*Lori Linney, City Clerk,*

**This legal document will remain current on file until either party severs the agreement.**

( / )

# MICPA

## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

## **RECITALS**

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WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered Into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

(/)

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

## CONTACT INFORMATION


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P.O. Box 701273  
Houston, TX 77270


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[info@ncpa.us \(mailto:info@ncpa.us\)](mailto:info@ncpa.us)

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