



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

30

2. Council Meeting Date:
January 11, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: December 21, 2006

THROUGH: CITY MANAGER

4. Requesting Department: Management Services

5. **SUBJECT:** Approve Interlocal Cooperative Purchasing Contract

6. **RECOMMENDATION:** Request approval to enter into Interlocal Contract For Cooperative Purchasing with Houston-Galveston Area Council (H-GAC).

7. **HISTORICAL BACKGROUND/DISCUSSION** H-GAC is a cooperative purchasing program that establishes contracts for a wide variety of goods and services including law enforcement vehicles, general purpose vehicles, EMS and fire apparatus, medium and heavy duty trucks, emergency management equipment, public works and heavy equipment, security and electronic equipment, communications equipment, and a variety of consulting and general services. All H-GAC contracts are established through a competitive bid or a competitive proposal process.

There is no obligation to use H-GAC contracts. If approved, H-GAC contracts will provide an additional option to fulfill requirements of the City.

8. **EVALUATION PROCESS:** The advantage of using H-GAC contracts will include eliminating bidding costs, expediting the procurement process, and savings associated with larger volume contracts. Staff will review each purchase prior to making a recommendation to insure that the benefits of using H-GAC contracts exceed the cost.

9. **FINANCIAL IMPLICATIONS:** There is no fee to enter into Interlocal Contract For Cooperative Purchasing with H-GAC. There is a fee charged for each purchase, which averages less then one percent.

10. **PROPOSED MOTION:** Move to approve Interlocal Contract For Cooperative Purchasing with H-GAC and authorize the Mayor to sign the agreement.

APPROVALS

11. **Requesting Department**

Robert Combs

12. **Department Head**

Pat Walker

13. **Buyer/Contract Admin.**

Mike Mandt, CPPB

14. **City Manager**

W. Mark Pentz

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 (1) Texas statutes and procedures governing competitive bids and competitive proposals, (2) in accordance with specifications and contract terms established by H-GAC, and (3) at published prices and administrative fees listed on H-GAC's web site. 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 plus the assessed H-GAC administrative fee. 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 alternations, 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

Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Contract shall lie exclusively in Harris County, Texas. 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:

*

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

*

 Mailing Address

*

 City State ZIP Code

*By: _____
 Signature of chief elected or appointed official

*

 Typed Name & Title of Signatory Date

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

By: _____
 Executive Director

Date: _____

Attest: _____
 Manager

Date: _____

**Denotes required fields*

NOTE: Facsimile copies of this document shall not be acceptable as ORIGINALS.

Interstate v1 rev. 10/05

APPROVED AS TO FORM:

CHANDLER CITY ATTORNEY



*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form 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: _____

Authorized Official: _____ Title: _____
(City manager / Executive Director / etc.) Ph No.: (____) _____ - _____
Mailing Address: _____ Fx No.: (____) _____ - _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: (____) _____ - _____
Mailing Address: _____ Fx No.: (____) _____ - _____
(Street Address/P.O. Box) Email Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: (____) _____ - _____
Mailing Address: _____ Fx No.: (____) _____ - _____
(Street Address/P.O. Box) Email Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: (____) _____ - _____
Mailing Address: _____ Fx No.: (____) _____ - _____
(Street Address/P.O. Box) Email Address: _____
(City) (State) (ZIP Code)