City of Benson
City Council Communication

Regular Meeting **September 22, 2014**

To: Mayor and Council Agenda Item # 5

From: Keith Spangler, Fire Chief

Subject:

Resolution 27-2014 of the Mayor and Council of the City of Benson, Arizona, authorizing the City to enter into a Cooperative Purchasing Agreement with the Houston-Galveston Area Council

Discussion:

This agreement will allow the City to take advantage of solicitations HGAC has conducted to purchase large items. This will enable the City to purchase large items without going out for an Request for Proposal (RFP) because HGAC has already done the RFP process.

Staff Recommendation:

Approval of Resolution 27-2014

RESOLUTION 27-2014

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL

WHEREAS, The City is authorized pursuant to A.R.S. § 11-951, *et seq.*, to enter into intergovernmental agreements with other public agencies in order that the agencies may jointly exercise any powers common to the contracting parties or enter into agreements with one another for joint or cooperative action;

WHEREAS, the Houston-Galveston Area Council (HGAC) is a local governmental entity that has organized a governmental purchasing cooperative to leverage the buying power of various public entities for goods and services;

WHEREAS, HGAC is a public entity within the meaning of § 11-951 and as such the City has the authority to enter into a cooperative purchasing agreement in order to take advantage of solicitations HGAC has conducted;

WHEREAS, the City is interested in executing a cooperative purchasing agreement with HGAC and HGAC is amendable to do so.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Benson, Arizona, that the City hereby approves the terms of the HGAC Cooperative Purchasing Agreement, a copy of which is attached as Exhibit "A," for the fiscal year 2014-2015, and further authorizing the City Manager to execute the HGAC Cooperative Purchasing Agreement on the City's behalf.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 22nd day of September, 2014.

_____
TONEY D. KING, SR., Mayor

ATTEST:

_____
VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

_____
MESCH CLARK & ROTHSCHILD, P.C.
By: GARY J. COHEN
City's Attorney

Exhibit “A”

Houston-Galveston Area Council
Cooperative Purchasing Agreement

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.:_____
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 Benson _____, 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 * 120 W 6th Street, Benson, AZ 85602

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 * 09/22/2014 (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 * 07/01/2014 and ends * 06/30/2015. 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 Benson
Name of End User *(local government, agency, or non-profit corporation)*

* 120 W 6th Street
Mailing Address

* Benson	AZ	85602
City	State	ZIP Code

*By:
Signature of chief elected or appointed official

* William Stephen, 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: _____

**Denotes required fields*

rev. 03/11

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: City of Benson (*Municipality/County/District/etc.*) County Name: Cochise

Mailing Address: 120 W 6th Street (*Street Address/P.O. Box*) Benson (*City*) AZ (*State*) 85602 (*ZIP Code*)

Main Telephone Number: (520) 586-2245 FAX Number: (520) 586-0630

Physical Address: _____ (*Street Address, if different from mailing address*) (*City*) (*State*) (*ZIP Code*)

Web Site Address: www.cityofbenson.com

Official Contact: Megan Moreno
(Point of Contact for HGACBuy Interlocal Contract)
Title: Finance Director
Ph No.: (520) 586-2245 -
Fx No. : (520) 586-0630 -
E-Mail Address: mmoreno@cityofbenson.com
Mailing Address: 120 W 6th Street (*Street Address/P.O. Box*)
Benson (*City*) AZ (*State*) 85602 (*ZIP Code*)

Authorized Official: William Stephens (*Mayor/City Manager/Executive Director etc.*)
Title: City Manager
Ph No.: (520) 586-2245 -
Fx No. : (520) 586-0630 -
E-Mail Address: wstephens@cityofbenson.com
Mailing Address: 120 W 6th Street (*Street Address/O.O. Box*)
Benson (*City*) Arizona (*State*) 85602 (*ZIP Code*)

Official Contact: Megan Moreno (*Purchasing Agent/Auditor etc.*)
Title: Finance Director
Ph No.: (520) 586-2245 -
Fx No. : (520) 586-0630 -
E-Mail Address: mmoreno@cityofbenson.com
Mailing Address: 120 W 6th Street (*Street Address/O.O. Box*)
Benson (*City*) AZ (*State*) 85602 (*ZIP Code*)

Official Contact: Bradley Hamilton (*Public Works Director/Police Chief etc.*)
Title: Public Works Director
Ph No.: (520) 586-2245 -
Fx No. : (520) 586-0630 -
E-Mail Address: bhamilton@cityofbenson.com
Mailing Address: 120 W 6th Street (*Street Address/O.O. Box*)
Benson (*City*) AZ (*State*) 85602 (*ZIP Code*)

Official Contact: Keith Spangler (*EMS Director/Fire Chief etc.*)
Title: Fire Chief
Ph No.: (520) 586-9832 -
Fx No. : (520) 720-6192 -
E-Mail Address: kspangler@cityofbenson.com
Mailing Address: 375 E 7th Street (*Street Address/O.O. Box*)
Benson (*City*) AZ (*State*) 85602 (*ZIP Code*)

*** denotes required fields**