

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 7, 2015 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION – INTERLOCAL CONTRACT - HGACBUY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute an Interlocal Contract with HGACBuy (Houston-Galveston Area Council), for cooperative purchasing of goods and services.

FISCAL IMPACT

NA

RECOMMENDATION

Approval

BACKGROUND

The HGACBuy Cooperative works just like the state bid process, but on a much larger scale at the regional and national level. The City currently belongs to the National Joint Powers Alliance (NJPA), which is identical to this program. Several purchases have been off the NJPA program which has saved the city a significant amount of money. HGACBuy requires an Interlocal Contract be approved by the local government in order to make purchases from their contracts.

Goods and services purchased from the HGACBuy contracts are delivered to local vendors for distribution to the End User. An example of this would be Exmark Mowers purchased from the national contract would be delivered and serviced by Great Plains Equipment in Gretna, Nebraska.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL CONTRACT WITH HOUSTON-GALVESTON AREA COUNCIL BUY (HGACBUY) FOR COOPERATIVE PURCHASING OF GOODS AND SERVICES.

WHEREAS, the City has determined that it is desirable to enter into an interlocal contract with HGACBuy; and

WHEREAS, the Cooperative works like the state bid process, but on a much larger scale at the regional and national level; and

WHEREAS, goods and services purchased from the HGACBuy contracts are delivered to local vendors for distribution to the end user;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute an interlocal contract with HGACBuy.

PASSED AND APPROVED THIS 7TH DAY OF APRIL, 2015

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



**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 La Vista, Nebraska, 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 *8116 Park View Blvd., La Vista, NE 68128

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 *04/07/2015 (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 * 10/01/2014 and ends * 09/30/2015. 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 La Vista

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

* 8116 Park View Blvd.

Mailing Address

* La Vista

NE 68128

City

State ZIP Code

*By:

Signature of chief elected or appointed official

* Douglas Kindig, Mayor

04/15/2015

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 La Vista County Name: Sarpy
(Municipality/County/District/etc.)

Mailing Address: 8116 Park View Blvd. La Vista NE 68128
(Street Address/P.O. Box) *(City)* *(State)* *(ZIP Code)*

Main Telephone Number: (402) 331-4343 FAX Number: (402) 331-4375

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

Web Site Address: www.cityoflavista.org

Official Contact: Pamela Buethe Title: City Clerk
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: 8116 Park View Blvd. Ph No.: (402) 331-4343 - _____
(Street Address/P.O. Box) Fx No.: (402) 331-4375 - _____
La Vista NE 68128 E-Mail Address: pbuethe@cityoflavista.org
(City) *(State)* *(ZIP Code)*

Authorized Official: Douglas Kindig Title: Mayor
(Mayor/City Manager/Executive Director etc.)

Mailing Address: 8116 Park View Blvd. Ph No.: (402) 331-4343 - _____
(Street Address/O.O. Box) Fx No.: (402) 331-4375 - _____
La Vista NE 68128 E-Mail Address: dkindig@cityoflavista.org
(City) *(State)* *(ZIP Code)*

Official Contact: Kevin Pokorny Title: Director of Administrative Services
(Purchasing Agent/Auditor etc.)

Mailing Address: 8116 Park View Blvd. Ph No.: (402) 331-4343 - _____
(Street Address/O.O. Box) Fx No.: (402) 331-4375 - _____
La Vista NE 68128 E-Mail Address: kpokorny@cityoflavista.org
(City) *(State)* *(ZIP Code)*

Official Contact: Joe Soucie Title: Director of Public Works
(Public Works Director/Police Chief etc.)

Mailing Address: 9900 Portal Road Ph No.: (402) 331-8927 - _____
(Street Address/O.O. Box) Fx No.: (402) 331-1051 - _____
La Vista NE 68128 E-Mail Address: jsoucie@cityoflavista.org
(City) *(State)* *(ZIP Code)*

Official Contact: Bob Lausten Title: Chief of Police
(EMS Director/Fire Chief etc.)

Mailing Address: 8116 Park View Blvd. Ph No.: (402) 331-1582 - _____
(Street Address/O.O. Box) Fx No.: (402) 331-7210 - _____
La Vista NE 68128 E-Mail Address: blausten@cityoflavista.org
(City) *(State)* *(ZIP Code)*

* denotes required fields