

RESOLUTION NO. R- 57 -06

A RESOLUTION OF THE PULLMAN CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE PURCHASING PROGRAM AGREEMENT BETWEEN THE CITY OF PULLMAN AND THE HOUSTON-GALVESTON AREA COUNCIL.

WHEREAS, the Legislature has enacted legislation permitting local governments to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization in accordance with Chapter 39.34 RCW; and,

WHEREAS, the City of Pullman is authorized to cooperate with other governments under the Interlocal Cooperation Act, Chapter 39.34 RCW; and,

WHEREAS, the Houston-Galveston Area Council ("H-GAC") is authorized to contract with eligible entities to perform government functions and services, including the purchase of goods and services, under Chapter 391 of the Texas Local Government Code; and,

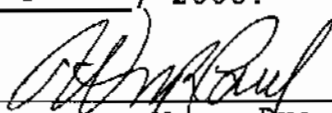
WHEREAS, the City Council for the City of Pullman believes it is in the best interests of the City of Pullman to cooperate with H-GAC for the joint purchase of certain products and services through the H-GAC Cooperative Purchasing Program, under the Interlocal Cooperation Act, Chapter 39.34 RCW; and as provided for in Pullman City Code 1.107.080, now therefore,


IT IS HEREBY RESOLVED that:

1. The City of Pullman shall enter into an interlocal agreement between H-GAC and the City of Pullman that will appoint H-GAC as the true and lawful purchasing agent for the City of Pullman for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program.
2. The Mayor is authorized to execute the interlocal agreement on behalf of the City of Pullman.

ADOPTED by the City Council of the City of Pullman at a regular meeting held on the 25th day of July, 2006.

DATED this 26th day of July, 2006.

  
\_\_\_\_\_  
Mayor Pro Tempore

ATTEST:  
  
\_\_\_\_\_  
Finance Director

Approved as to form:

  
\_\_\_\_\_  
City Attorney

**FILED**  
JUL 27 2006  
CITY CLERK'S OFFICE  
PULLMAN, WASHINGTON

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 \* the city of Pullman, Washington, 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 \* 325 SE Paradise Street, WA 99163

**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 \* July 25, 2006 (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 \* January 1, 2006 and ends \* December 31, 2006. 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:**

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

\* 325 SE Paradise Street  
 Mailing Address

\* Pullman, WA 99163  
 City State ZIP Code

\*By: William Paul, Mayor Pro Tem  
 Signature of chief elected or appointed official

\* William Paul 7/26/06  
 Typed Name & Title of Signatory Date

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

By: [Signature]  
 Executive Director

Date: 8/14/06

Attest: [Signature]  
 Manager

Date: [Signature]