



North East Independent School District

8961 TESORO DRIVE - SAN ANTONIO, TEXAS 78217

DEPARTMENT OF PURCHASING

September 13, 1999

SUBJECT: HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING

Background Information

The Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program was designed to pool local government purchases (school district, city and county) on a statewide basis to create greater procurement leverage and lower purchase prices. This cooperative is in its 26th year and has available a wide range of products in 18 major categories.

Administrative Consideration

This cooperative will provide NEISD with an additional avenue in order to obtain products and services which represent the best value to the District. Information and ordering will be processed through H-GAC.

Budgetary Consideration

An administrative fee based on a fee schedule will be charged for each item ordered. The fee schedule varies from 0.25% to 3.0% based on product type and quantity ordered.

Recommendation

I recommend that the Board approve the resolution allowing the District to participate in the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

Submitted by: _____ Approved by: _____

Originals mailed 9-17-99



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DEPARTMENT OF PURCHASING

*Return to
Cheryl Lowrey
ML*

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Submitted by: Wendy L. Robinson Approved by: _____



Houston-Galveston Area Council

INTERLOCAL CONTRACT / AGREEMENT
FOR COOPERATIVE PURCHASING

ILA

No.:
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Agreement") made and entered into pursuant to the Texas Intergovernmental Cooperation Act [Government Code, Title 7, Chapters 741 & 791] by and between the Houston-Galveston Area Council, hereinafter referred to as the "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027, and North East Independent School District, hereinafter referred to as the "local government" having its principal place of business at 8961 Tesoro Drive San Antonio, TX 78217

WITNESSETH

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Texas Local Government Code, Chapter 391; and

WHEREAS, H-GAC has entered into this contract with the local government on the _____ day of _____, 19____; and

WHEREAS, the local government registers its desire to purchase certain governmental administrative functions, goods, or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in ARTICLE 5, as hereinafter specified in accordance with this contract/agreement; and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this contract. The local government's governing body has authorized its signatory official(s) to enter into this contract and to bind the local government to the terms of this contract and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this contract in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this contract.

ARTICLE 3: WHOLE AGREEMENT

The Interlocal 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. Except as otherwise provided herein, this contract cannot be modified without written consent of the parties.

ARTICLE 4: PERFORMANCE PERIOD

The period of this contract shall be for the balance of the fiscal year of the local government which began September 1, 19 99 and ends August 31, 2000. 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 local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this contract.

H-GAC or the local government may cancel this contract at any time upon 30 days written notice to the other party to this contract. The obligations of the local government, including its obligation to pay H-GAC 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 local government.

ARTICLE 5: SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program, as enumerated through submission of any duly executed purchase order, order form or resolution. All products purchased hereunder shall be in accordance with specifications established by H-GAC.

All products and services shall be procured by H-GAC in accordance with procedures governing competitive bids and competitive proposals, and at prices and administrative fees listed in current Contractor/Vendor Price Lists and H-GAC Forms. Ownership (title) of products purchased shall transfer directly from the contractor/vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of products and services within five (5) days of acceptance of same.

(Continued on reverse side)

ARTICLE 6: PAYMENTS

In accordance with the terms of this contract, the local government agrees that, upon presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred, it shall upon delivery and acceptance of products and services, promptly pay H-GAC, from current revenues available to the local government during the current fiscal year.

ARTICLE 7: CHANGES AND AMENDMENTS

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 services and products offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this contract upon thirty (30) days written notice by certified mail to the other party. In the event of such termination, prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this contract, including penalties, less payment of any compensation previously paid.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not effect 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, judgment, 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. 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.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO (2) ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

• North East Independent School District
Name of Local Government

HOUSTON - GALVESTON AREA COUNCIL
3555 Timmons Lane, Suite 500, Houston, TX 77027

• 8961 Tesoro Drive
Mailing Address

By: _____
Jack Steele, Executive Director

• San Antonio TX 78217
City State ZIP Code

Date: _____

By: 
Signature of Chief Elected Official

Attest: _____
Deidre Vick, Public Services Dept. Manager

• Bill McCabe, President, Board of Trustees, 9-13-99
Typed Name and Title of Signatory Date

Date: _____

3.5.2 Cooperative Purchasing Arrangements

Cooperative purchasing arrangements may be open-ended allowing all who qualify to join. The General Services Commission cooperative purchasing program is such a program. Others may be selectively formed by two or more entities (i.e., an interlocal program).

The General Services Commission cooperative purchasing program provides for districts the ability to purchase goods and services through the General Services Commission. It extends state contract prices to districts and other governmental entities. Under the Local Government Code, 271.081-271.083 and Article 601b, V.T.C.S., a district can participate in this program after its board of trustees executes a resolution certifying that it is an eligible participant and designating authorized administrative personnel who will act on behalf of the district.

Interlocal purchasing cooperatives may consist of districts, counties, county education departments, cities, educational service centers, community college districts, nonprofit corporations created and operated to provide one or more governmental functions and services to other local governmental entities. The size of the cooperative may vary as may the variety of services and products offered. Some of these cooperatives have two members, while others have up to 100 members. A district may participate in multiple cooperatives. District boards simply adopt resolutions authorizing participation. The statutory authority is granted under Title 7, Chapter 791 of the Texas Government Code.

Texas Government Code: 791.011. Contracting Authority; Terms

[GovtCode]

791.011. Contracting Authority; Terms

- (a) A local government may contract or agree with another local government to perform governmental functions and services in accordance with this chapter.
- (b) A party to an interlocal contract may contract with a:
 - (1) state agency, as that term is defined by Section 771.002; or
 - (2) similar agency of a state that borders this state.
- (c) An interlocal contract may be to:
 - (1) study the feasibility of the performance of a governmental function or service by an interlocal contract; or
 - (2) provide a governmental function or service that each party to the contract is authorized to perform individually.
- (d) An interlocal contract must:
 - (1) be authorized by the governing body of each party to the contract;
 - (2) state the purpose, terms, rights, and duties of the contracting parties; and
 - (3) specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- (e) An interlocal contractual payment must be in an amount that fairly compensates the performing party for the services or functions performed under the contract.
- (f) An interlocal contract may be renewed annually.

Added by Acts 1991, 72nd Leg., ch. 38, _ 1, eff. Sept. 1, 1991.