



ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation for Approval of the Houston Galveston Area Purchasing Cooperative Agreement (HGAC Buy) and Authorization of City Administrator to Sign the Same

Presenter: Fire Chief Joseph Schelstreet

*Please check appropriate box:*

X	Government Operations (11/17/14)		Government Services
	Planning & Development		City Council

Estimated Cost:	\$0	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

HGAC Buy is a government to government cooperative purchasing program. It has operated under the local government authority of the Houston Galveston Area Council for 30 years and offers the benefits of access to volume purchasing and discounts. They also write specifications and satisfy the competitive bidding process. Operating under the authority of the Texas Interlocal Cooperation Act, the enabling legislation allows for HGAC Buy to act nationwide on behalf of local governments and the cities of Geneva and Wheaton have previously utilized the service. There are over 5,000 member jurisdictions in 48 states who have become members and all can utilize any of the pre-bid contracts. Available products are primarily those utilized by Public Safety, Public Works and Communications. In order to become a member, we must execute the Interlocal Contract.

**Attachments:** *(please list)*

HGAC Buy Agreement

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation for approval of the Houston Galveston Area Purchasing Cooperative Agreement (HGAC Buy) and authorization of City Administrator to sign the same.

*For office use only:*

*Agenda Item Number: 7a*



**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 \*The City of St. Charles Illinois, 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 \*2 East Main Street, St. Charles, Illinois, 60174

**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 \*12/01/2014 (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 \*05/01/2014 and ends \*04/30/2014. 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 St. Charles**

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

**\* 2 East Main Street**

Mailing Address

\* St. Charles, Illinois, 60174

City State ZIP Code

\*By: *Mark Koenen*

Signature of chief elected or appointed official

**\* Mark Koenen, City Administrator 12/01/2014**

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*

## \*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 St. Charles County Name: Kane  
*(Municipality/County/District/etc.)*

**Mailing Address:** 2 East Main Street, St. Charles, Illinois, 60174  
*(Street Address/P.O. Box) (City) (State) (ZIP Code)*

**Main Telephone Number:** (630) 377-4400 **FAX Number:** (630) 377-4440

**Physical Address:** 2 East Main Street, St. Charles, Illinois, 60174  
*(Street Address, if different from mailing address) (City) (State) (ZIP Code)*

**Web Site Address:** www.stcharlesil.gov

**Official Contact:** Mark Koenen Title: City Administrator  
*(Point of Contact for HGACBuy Interlocal Contract)* Ph No.: (630) 377-4425 - \_\_\_\_\_  
**Mailing Address:** 2 East Main Street Fx No. : (630) 377-4440 - \_\_\_\_\_  
*(Street Address/P.O. Box)* E-Mail Address: mkoenen@stcharlesil.gov  
St. Charles Illinois 60174  
*(City) (State) (ZIP Code)*

**Authorized Official:** Mark Koenen Title: City Administrator  
*(Mayor/City Manager/Executive Director etc.)* Ph No.: (630) 377-4425 - \_\_\_\_\_  
**Mailing Address:** 2 East Main Street Fx No. : (630) 377-4440 - \_\_\_\_\_  
*(Street Address/O.O. Box)* E-Mail Address: mkoenen@stcharlesil.gov  
St. Charles Illinois 60174  
*(City) (State) (ZIP Code)*

**Official Contact:** Michael Shortall Title: Purchasing Manager  
*(Purchasing Agent/Auditor etc.)* Ph No.: (630) 377-4449 - \_\_\_\_\_  
**Mailing Address:** 2 East Main Street Fx No. : (630) 377-4432 - \_\_\_\_\_  
*(Street Address/O.O. Box)* E-Mail Address: mshortall@stcharlesil.gov  
St. Charles Illinois 60174  
*(City) (State) (ZIP Code)*

**Official Contact:** Peter Suhr Title: Public Works Director  
*(Public Works Director/Police Chief etc.)* Ph No.: (630) 377-4916 - \_\_\_\_\_  
**Mailing Address:** 1405 South Seventh Avenue Fx No. : (630) 584-6520 - \_\_\_\_\_  
*(Street Address/O.O. Box)* E-Mail Address: psuhr@stcharlesil.gov  
St. Charles Illinois 60174  
*(City) (State) (ZIP Code)*

**Official Contact:** Joseph Schelstreet Title: Fire Chief  
*(EMS Director/Fire Chief etc.)* Ph No.: (630) 762-6984 - \_\_\_\_\_  
**Mailing Address:** 112 North Riverside Avenue Fx No. : (630) 762-7035 - \_\_\_\_\_  
*(Street Address/O.O. Box)* E-Mail Address: jschelstreet@stcharlesil.gov  
St. Charles Illinois 60174  
*(City) (State) (ZIP Code)*

\* denotes required fields