

**RESOLUTION #2019-08-655**

**A RESOLUTION AUTHORIZING THE USE OF THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE (HGACBUY) FOR COUNTY PURCHASES**

**WHEREAS**, pursuant to TCA § 12-3-1205, Tennessee local governments have the right to purchase from other governmental entities inside and outside the jurisdiction of Tennessee, including “cooperative purchasing” and;

**WHEREAS**, any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one (1) or more other local governments in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between local governments. Where the participants in a joint or multi-party contract are required to advertise and receive bids, it shall be sufficient for those purposes that the purchasing entity comply only with its own purchasing requirements.

**WHEREAS**, notwithstanding any other law to the contrary, any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, or with an agency of the United States, to the extent federal law permits the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.

**WHEREAS**, a municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.

**WHEREAS**, the powers conferred by this section are in addition and supplemental to the powers conferred by any other law, and any limitations imposed by this section shall not affect powers conferred by any other law.

**WHEREAS**, this subsection resolution does not apply to:

Purchases of new or unused motor vehicles, unless the motor vehicles are manufactured for a special purpose as defined in § 12-3-1208. As used in this resolution, "motor vehicle" does not include a farm tractor, mower, earth-moving machinery, construction machinery, or other similar machinery or equipment;

**WHEREAS**, purchases of construction, engineering, or architectural services, or construction materials. As used in this resolution, "construction materials" does not include materials used in the operation of a municipal utility system, including, but not limited to, transformers, conductors, insulators, poles, cross-arms, anchors, pipes, valves, meters, or other components or parts of a Tenn. Code Ann. § 12-3-1205 utility system, whether purchased in accordance with a purchasing agreement with the Tennessee Valley authority or another purchasing arrangement; or purchases of fuel, fuel products, and lubricating oils.

**WHEREAS**, the authorization for exercising joint purchasing authority with an agency of the United States under this resolution does not include the authority to purchase construction machinery, including, but not limited to, bulldozers and other heavy equipment utilized in construction or on construction sites.

**WHEREAS**, the chief procurement officer may collect information from municipalities, counties, utility districts, or any other local government unit concerning the type, cost, quality, and quantity of commonly used goods, supplies, services, or equipment being procured under cooperative purchasing agreements. The chief procurement officer may make available all such information to any municipality, county, utility district, or other local government unit upon request.

**WHEREAS**, Houston-Galveston Area Council Cooperative (HGACBuy) qualifies for cooperative purchases per TCA § 12-3-1205; and

**WHEREAS**, HGACBuy Cooperative may be used for a variety of items, excluding those enumerated herein this resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Hartsville/Trousdale County Commission that the County Mayor is hereby authorized to enter into agreement with Houston-Galveston Area Council Cooperative for the purpose of county purchases pursuant to this resolution.

Motion to approve: Dwight Jewell

Second motion: T. Bubba Gregory YES 19 NO 0 ABS 1

**APPROVED THIS 25<sup>TH</sup> DAY OF FEBRUARY 2019**

**APPROVED:**

  
Jerry Ford  
Commission Chair

**ATTEST:**

  
Rita Crowder  
County 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 \* \_\_\_\_\_, 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 \* \_\_\_\_\_

**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 \* \_\_\_\_\_ (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 \* \_\_\_\_\_ and ends \* \_\_\_\_\_. 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](http://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:**

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

\*  
\_\_\_\_\_  
Mailing Address

\*  
\_\_\_\_\_  
City State ZIP Code

\*By: \_\_\_\_\_  
Signature of chief elected or appointed official

\*  
\_\_\_\_\_  
Typed Name & Title of Signatory Date

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

By: \_\_\_\_\_  
Executive Director

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 form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

**Name of End User Agency:** \_\_\_\_\_ **County Name:** \_\_\_\_\_  
(Municipality / County / District / etc.)

**Mailing Address:** \_\_\_\_\_  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

**Main Telephone Number:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ **FAX Number:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

**Web Site Address:** \_\_\_\_\_

**Authorized Official:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
(City manager / Executive Director / etc.)

**Mailing Address:** \_\_\_\_\_ **Ph No.:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Street Address/P.O. Box) **Fx No.:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
**E-Mail Address:** \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (ZIP Code)

**Official Contact:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
(Purchasing Agent/Auditor etc.)

**Mailing Address:** \_\_\_\_\_ **Ph No.:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Street Address/P.O. Box) **Fx No.:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (ZIP Code)

**Official Contact:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
(Public Works Director/Police Chief etc.)

**Mailing Address:** \_\_\_\_\_ **Ph No.:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Street Address/P.O. Box) **Fx No.:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (ZIP Code)

**Official Contact:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
(EMS Director/Fire Chief etc.)

**Mailing Address:** \_\_\_\_\_ **Ph No.:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Street Address/P.O. Box) **Fx No.:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (ZIP Code)