

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: FINANCIAL SERVICES – PURCHASING
AGENDA DATE: JANUARY 9, 2007
CONTACT PERSON/PHONE: TERRENCE FREIBURG, X4313
DISTRICT(S) AFFECTED: ALL

SUBJECT:

Approve a Resolution and Interlocal Agreement by and between the City of El Paso, Texas and the City of Corpus Christi, Texas whereby Corpus Christi may purchase vehicles under City Contract No. ~~2006-038~~ Graffiti Removal Trucks with Casa Ford, Inc.
2007-038

BACKGROUND / DISCUSSION:

The quantities of the contract are estimated and Casa Ford, Inc. has agreed to sell at the same price and under the same terms and conditions of the contract; and Chapter 791 (Interlocal Cooperation Contracts) of the Texas Government Code authorizes local governments to contract with one another in order to increase their efficiency and effectiveness. Section 791.025(a) of the Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services.

PRIOR COUNCIL ACTION:

Council has awarded Contract No. ~~2006-038~~ on December 27, 2006 to Casa Ford, Inc.
2007-038

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required)

FINANCE: (if required)

DEPARTMENT HEAD:

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to execute an Interlocal Agreement by and between the City of El Paso, Texas and the City of Corpus Christi, Texas whereby the City of Corpus Christi may purchase vehicles under Contract No. 2007-038 previously awarded by the City of El Paso to Casa Ford, Inc. on December 27, 2006.

ADOPTED this _____ day of _____ 2007.

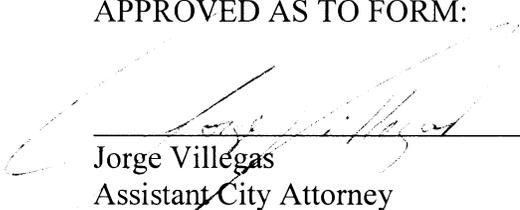
CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

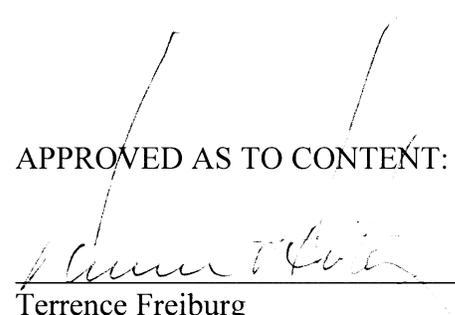
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Jorge Villegas
Assistant City Attorney

APPROVED AS TO CONTENT:



Terrence Freiburg
Purchasing Manager

STATE OF TEXAS)
)
)
COUNTY OF EL PASO)

**INTERLOCAL AGREEMENT WITH THE
CITY OF CORPUS CHRISTI**

This Interlocal Agreement (this "*Agreement*"), is made and entered into this ____ day of _____ 2007, by and between the City of El Paso, a municipal corporation of the State of Texas ("*El Paso*") and the City of Corpus Christi, a municipal corporation of the State of Texas ("*Corpus Christi*").

RECITALS:

WHEREAS, on December 27, 2006, El Paso entered into Contract No. 2007-038 (Graffiti Removal Trucks) with Casa Ford, Inc. (the "*Casa Contract*");

WHEREAS, Chapter 791 (Interlocal Cooperation Contracts) of the Texas Government Code (the "*Code*") authorizes local governments to contract with one another in order to increase their efficiency and effectiveness. Section 791.025(a) of the Code authorizes local governments to contract with one another to purchase goods and services. A local government that purchases goods and services under Section 791.025(a) satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services; and

WHEREAS, El Paso and Corpus Christi desire to enter into an agreement pursuant to and in accordance the terms of the Casa Contract and Chapter 791 of the Code whereby Corpus Christi would be authorized to purchase vehicles under the Casa Contract.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. PURPOSE. The purpose of this Agreement is to authorize Corpus Christi to purchase vehicles under the Casa Contract.

Section 2. TERM. The term of this Agreement shall end on December 27, 2007 or at the end of the manufacturer's build out date for model year 2008 whichever is later.

Section 3. DUTIES. Other than authorizing Corpus Christi to purchase vehicles under the Casa Contract, El Paso shall have no obligations whatsoever with respect to any and all purchases made by Corpus Christi under the Casa Contract. Corpus Christi shall be responsible for issuing their own purchase orders to Casa Ford, Inc., inspecting and receiving vehicles purchased under the Casa Contract, making payments to Casa Ford, Inc. for vehicles purchased under the Casa Contract, any and all warranty matters and resolution of any disputes between Casa Ford, Inc. and Corpus Christi, and any other contract compliance under the terms of the Casa Contract.

Section 4. FUNDING. As required by Section 791.011(d)(3), the parties hereto agree to pay for the performance of governmental functions or services hereunder from current revenues available to the paying party.

Section 5. INDEMNIFICATION. BY ACCEPTANCE OF THIS AGREEMENT, CORPUS CHRISTI HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND EL PASO, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS FOR INJURIES OR DAMAGES TO PERSONS (INCLUDING DEATH) OR PROPERTY ALLEGED TO HAVE BEEN RECEIVED OR SUFFERED AS A RESULT OF OR ARISING OUT OF THE OPERATIONS OF CORPUS CHRISTI OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT.

Section 6. AMENDMENTS. Any alterations, additions, or deletions to the terms of this Agreement which are required by federal or state law or regulation are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

Section 7. TERMINATION. El Paso or Corpus Christi may cancel this Agreement at any time upon thirty (30) days written notice via certified mail, return receipt requested.

Section 8. LEGAL CONSTRUCTIONS. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Section 9. DISPUTE RESOLUTION. The parties hereto agree that reasonable efforts will be made to aid and assist the other in accomplishing the objectives of this Agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or any breach thereof, the parties shall use their best efforts to meet regularly and resolve the dispute, claim, question, or disagreement. To this effect, the parties hereby agree to consult and negotiate with each other in good faith. The parties further agree that should their efforts to resolve a dispute, claim, questions, or disagreement arising from this Agreement fail, that before either party files suit against the other to enforce, or otherwise relating to, the terms of this Agreement, it shall notify the other party of its intent to sue. Upon delivery and receipt of such notice, the parties agree to submit the matter to be litigated to mediation before a mutually-agreed upon mediator and to diligently pursue a mediated settlement until such time as the parties mutually agree to terminate such mediation or the mediator declares an impasse. No lawsuit under this Agreement by one party against the other may be filed until mediation of the issue has ended in accordance with the terms hereof.

Section 10. NOTICES. Any notice, demand, requests, consent or approval that either party may or is required to provide to the other, shall be in writing and either personally delivered or sent via Certified Mail, Return Receipt requested, to the following addresses:

To El Paso : The City of El Paso
 Attention: City Manager
 2 Civic Center Plaza, 10th Floor
 El Paso, Texas 79901

With a copy to: The City of El Paso
 Attn: Purchasing Manager
 2 Civic Center Plaza, 7th Floor
 El Paso, Texas 79901

To Corpus Christi: City of Corpus Christi
Attn: City Manager
P.O. Box 9277
Corpus Christi, Texas 78469-9277

Changes may be made to the above addresses and addressees through timely written notice to the other party.

Section 11. VENUE. For the purpose of determining the place of Agreement and the law governing the same, this Agreement is entered into in the city and county of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

Section 12. AUTHORITY TO EXECUTE AGREEMENT. Each person signing below represents that he or she has read this Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the party, and agrees on behalf of such party that such party will be bound by those terms.

Section 13. HEADINGS. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation, or applicability of this Agreement or any term, condition or provision hereof.

Section 14. EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts; each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.

Section 15. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statements of promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

(Signature page to follow)

STATE OF TEXAS)
)
)
COUNTY OF EL PASO)

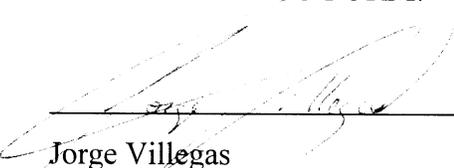
**INTERLOCAL AGREEMENT WITH THE
CITY OF CORPUS CHRISTI**

Signature Page

CITY OF EL PASO

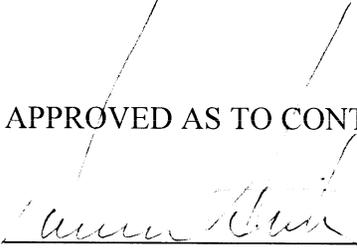
Joyce Wilson
City Manager

APPROVED AS TO FORM:



Jorge Villegas
Assistant City Attorney

APPROVED AS TO CONTENT:



Terrence Freiburg
Purchasing Manager

CITY OF CORPUS CHRISTI

George Noe
City Manager

Mary K. Fischer
Attorney for the City of Corpus Christi