

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

DEPARTMENT: FINANCIAL SERVICES-PURCHASING
AGENDA DATE: MAY 29, 2007
CONTACT PERSON/PHONE: Terrence Freiburg-Purchasing Manager-4313
DISTRICT(S) AFFECTED: All

CITY CLERK DEPT.
07 MAY 21 PM 2:37

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Approve a Resolution and Interlocal Agreement by and between the City of El Paso, Texas and the City of Socorro, Texas whereby the City of Socorro may purchase fuel under City Contract No. 2003-205 Automotive Fuel-Diesel & Unleaded. Contract is with Transmountain Oil Company, L.C.

BACKGROUND DISCUSSION

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Tran Mountain Oil has agreed to sell fuel to the City of Socorro under the terms of Contract #2003-205 with the City of El Paso. 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:

Has the Council previously considered this item or a closely related one?

Council has awarded Contract No. 2003-205 October 1, 2003 to Trans Mountain Oil L.C.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
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: _____

PROJECT FORM
FINANCIAL SERVICES DEPARTMENT

CITY CLERK DEPT.
07 MAY 21 PM 2:37

DATE: May 14, 2007

TO: Municipal Clerk

THRU: Terrence Freiburg, Purchasing Manager
Financial Services Department – X4313

FROM: Jesus M. Juarez
Procurement Analyst- X4317

Please place the following item on the Consent Council Agenda for the
Council Meeting of **May 29, 2007**

Item should read as follows:

Discussion and action on the resolution that the City Manager be authorized to execute an Interlocal Agreement by and between the City of El Paso, Texas and the City of Socorro, Texas whereby the City of Socorro may purchase automotive fuel under Contract No. 2003-205 previously awarded by the City of El Paso to Transmountain Oil Company, L.C..

Department: Financial Services/Purchasing Division

Funds available in: N/A

Funding Source: N/A

Amount: N/A

District: All

CITY CLERK DEPT.

RESOLUTION

07 MAY 25 AM 10:05

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

THAT the Mayor be authorized to execute an Interlocal Agreement by and between the City of El Paso, Texas and the City of Socorro, Texas whereby the City of Socorro may purchase automotive fuel under Contract No. 2003-205 (Automotive Fuel-Diesel and Unleaded) previously awarded by the City of El Paso to Transmountain Oil Company, L.C. on September 9, 2003.

ADOPTED this _____ day of _____ 2007.

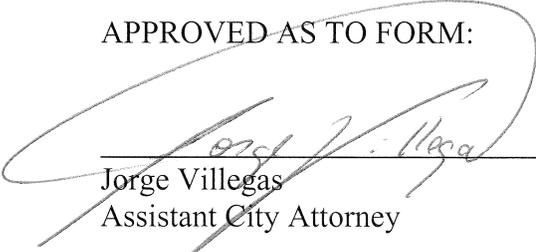
CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

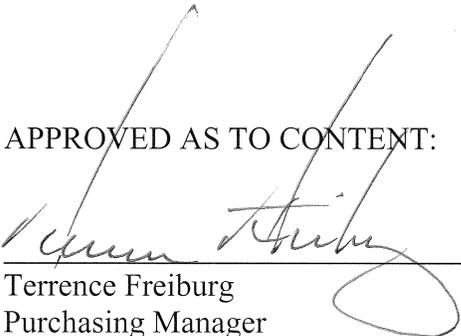
Richarda Duffy Momsen
City Clerk

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 SOCORRO

CITY CLERK DEPT.
07 MAY 21 PM 3:20

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 Socorro, a municipal corporation of the State of Texas ("*Socorro*").

RECITALS:

WHEREAS, on September 9, 2003, El Paso entered into Contract No. 2003-205 (Automotive Fuel-Diesel and Unleaded) (the "*TOC Contract*") with Transmountain Oil Company, L.C. (the "*Company*");

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 Socorro desire to enter into an agreement pursuant to and in accordance with Chapter 791 of the Code whereby Socorro would be authorized to purchase automotive fuel under the TOC 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 Socorro to purchase automotive fuel under the TOC Contract.

Section 2. TERM. The term of this Agreement shall end on or about October 1, 2008.

Section 3. DUTIES. Other than authorizing Socorro to purchase automotive fuel under the TOC Contract, El Paso shall have no obligations whatsoever with respect to any and all purchases made by Socorro under the TOC Contract. Socorro shall be responsible for: (i) issuing their own purchase orders to the Company; (ii) making payments to the Company for automotive fuel purchases under the TOC Contract; (iii) resolving any disputes between the Company and Socorro; and (iv) all other contract compliance under the terms of the TOC Contract.

Section 4. INDEMNIFICATION. BY ACCEPTANCE OF THIS AGREEMENT, SOCORRO HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, 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 SOCORRO OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT.

Section 5. 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 6. TERMINATION. El Paso or Socorro may cancel this Agreement at any time upon thirty (30) days written notice via certified mail, return receipt requested.

Section 7. 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 8. 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 9. 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 Socorro : City of Socorro
 Attn: City Manager
 124 S. Horizon Blvd.
 Socorro, Texas 79927

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

Section 10. 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

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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 11. 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 12. 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 13. 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 14. 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)

CITY CLERK DEPT.
07 MAY 21 PM 3:21

STATE OF TEXAS)
)
)
COUNTY OF EL PASO)

**INTERLOCAL AGREEMENT WITH THE
CITY OF SOCORRO**

Signature Page

CITY OF EL PASO

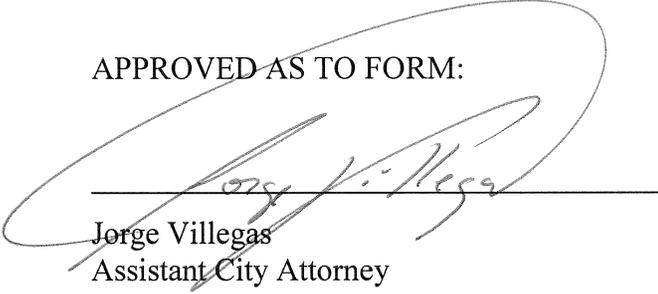
John F. Cook
Mayor

APPROVED AS TO CONTENT:



Terrence Freiburg
Purchasing Manager

APPROVED AS TO FORM:



Jorge Villegas
Assistant City Attorney

CITY OF SOCORRO

Carol Garcia
City Manager

APPROVED AS TO FORM:

Richard Contreras
Attorney for the City of Socorro, Texas

CITY CLERK DEPT.
07 MAY 24 AM 10:36



Trini Lopez
Mayor

Sergio Cox
At Large

Josie Trillo
District 1

Mary E. Perez
District 2 / Mayor Pro Tem

Victor Perez
District 3

Al Gutierrez
District 4

Carol Garcia
City Manager

April 3, 2007

Jesus Juarez
Procurement Analyst
City of El Paso/ Purchasing Department
2 Civic Center Plaza
El Paso, Texas 79901-1196

Dear Mr. Juarez:

The City of Socorro, Texas is requesting the possibility of being able to enter into an Interlocal Agreement with the City of El Paso, Texas in order to be able to utilize its current contract with Transmountain Oil Company for bulk fuel at the same price for the 4500 gallon load.

Please advice if this would be feasible. Feel free to contact me in case you need any additional information or if have any concerns. I can be reached at (915) 858-2915.

Thanks again for all your help and cooperation!

Sincerely,

Carol Garcia
City Manager
City of Socorro, Texas

CITY CLERK DEPT.
07 MAY 21 PM 2:40



212 N. Clark • P. O. Box 10093 • El Paso, TX 79995-0093 • Ph (915) 779-3211 • Fax (915) 779-7971

Faxed to (915) 541-4347
March 22, 2007

Mr. Jesus Juarez
Purchasing Department
City of El Paso
Two Civic Center Plaza
El Paso, Texas 799901

Re: City of Socorro

Dear Mr. Juarez:

The City of Socorro has contacted Transmountain Oil Company, asking to buy gasoline and diesel. The City of Socorro would like to buy the products at the same price as the City of El Paso. We have told Socorro that we would sell at the same price, except for the pump fee on the gasoline and diesel.

Mr. Juarez, it is our wish that you release the information on the contract to the City of Socorro.

Very truly yours,

Walter R. McCauley

Walter R. McCauley
Marketing

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07 MAY 21 PM 2:40