

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

DEPARTMENT: FINANCIAL SERVICES – PURCHASING
AGENDA DATE: August 18, 2009
CONTACT PERSON/PHONE: TERRENCE FREIBURG, PURCHASING MGR. X4313
DISTRICT(S) AFFECTED: ALL

SUBJECT:

Approve an Interlocal Agreement and Resolution authorizing the City of El Paso to participate in the Harris County Department of Education ("HCDE") Cooperative Purchasing Program.

BACKGROUND / DISCUSSION:

The City of El Paso has the general authority to access the contracts of other governmental agencies available through local, regional and State cooperative purchasing programs. The goal is to combine the City of El Paso purchasing requirements with other agencies to achieve high volume discount pricing which results in direct cost and administrative savings. The "HCDE" Cooperative Purchasing Program offers various contracts that have been competitively solicited for use by other governmental agencies. The program is non-exclusive, voluntary, and there is no charge to participate. The City of El Paso can use those contracts that offer the best fit and overall value based on the City's specific needs and requirements.

PRIOR COUNCIL ACTION: None

AMOUNT AND SOURCE OF FUNDING:

There is no cost to participate in the following programs and/or services offered through HCDE. The programs include: Choice Facility Partners (CFP), Gulf Coast Food Cooperative, Purchasing Cooperative, Drug Testing and Fuel Cooperative. Staff believes participation in this program will produce cost and administrative savings and will provide the best value to the agency/taxpayers of the City of El Paso.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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

LEGAL: (if required) _____

FINANCE: (if required) _____

DEPARTMENT HEAD:

Terrence Freiburg

APPROVED FOR AGENDA:

CITY MANAGER

DATE:

RESOLUTION

WHEREAS, the City of El Paso (the "City") may participate cooperative purchasing agreements with other governmental entities pursuant to the authority granted in the State of Texas Statutes Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102;

WHEREAS, City staff has recommended that the City participate in the Harris County Department of Education Municipality Master Service Interlocal Contract for the purpose of fulfilling and executing its respective governmental purposes, goals objectives, programs and functions;

WHEREAS, the City seeks to utilize the contracts offered through Harris County Department of Education Municipality Master Service Interlocal Contract to obtain substantial savings for the City through volume purchasing; and

WHEREAS, the City has reviewed the benefits of participating in this program and based on this review has concluded that the program will benefit City of El Paso taxpayers through anticipated procurement savings.

NOW AND THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager is hereby authorized to sign the Harris County Department of Education Municipality Master Service Interlocal Contract in order to participate in their cooperative purchasing program.

ADOPTED this _____ day of _____ 2009.

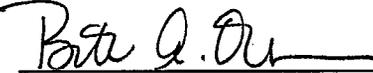
CITY OF EL PASO

John Cook, Mayor

ATTEST:

Richarda D. Momsen
Municipal Clerk

APPROVED AS TO FORM:



Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:



Terrence Freiburg
Purchasing Manager

Municipality Master Service Interlocal Contract
Between Harris County Department of Education
& City of _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal and Cooperative Purchasing Program Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and City of _____ ("CITY"), located in _____, Texas, for the purpose of providing services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and CITY desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the last signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE agrees to:**
 - Provide CITY with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
 - Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
 - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
 - B. **CITY agrees to:**
 - Participate in any or all of the services that HCDE has to offer.
 - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.

- Assign the appropriate person to act as representative to each respective program delivered.
4. As is. HCDE makes this Contract available to HCDE participating entities "as is" and are under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of CITY.
 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
 6. Conflict of Interest. During the Term of HCDE's service to CITY, CITY, its personnel and agents, shall not, directly or indirectly, whether for CITY's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
 7. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: John E. Sawyer, Ed.D.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 713-694-6300

City of _____
 Attn: _____
 Title: _____
 Address 1: _____
 Address 2: _____
 Phone: _____
 Email: _____

9. Relation of Parties. It is the intention of the parties that CITY is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and CITY or HCDE and any of CITY's agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide CITY these services. During the Term of Contract, CITY reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By CITY upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the CITY. Both parties agree to allow the CITY to use any or all of the following programs and/or services with no charge from HCDE: Choice Facility Partners (CFP), Gulf Coast Food Cooperative, Purchasing Cooperative, Drug Testing Services and Fuel Cooperative.

The CITY agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interlocal Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Master Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

15. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

16. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and CITY have executed this Contract to be effective on the date specified in Article 1. Term above:

_____	Harris County Department of Education
Name of City	
_____	_____
Authorized Signature	
_____	John E. Sawyer, Ed.D.
Printed Name	
_____	County School Superintendent
Title	
_____	_____
Date	Date



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FAQ

What benefits do we gain from using CFP?

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CONTRACTS

ALL >>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
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Contract/Resources	Partners	Contract Number	HUB/MWBE
AMPLIFICATION SOUND SYSTEM			
	Front Row	09/005JC-01	-
	Prime Systems/ Directron.com	09/005JC-02	-
BUILDING FORENSICS			
Roofing and Waterproofing Services	Armko Industries, Inc.	07/007JC-01	-
Roofing and Waterproofing Services	Hydro-Stop, Inc LLC	08/021JC-01	-
CAPITAL MANAGEMENT SOFTWARE			
	ATSER, LP	08/040JC-01	-
	CapitalSoft	08/040JC-02	-
COMMERCIAL FLOOR COVERING			
	Mannington Commercial	09/020CG-01	Yes
	McCoy, Inc.	09/020CG-03	-
	Tandus US LLC	09-020CG-02	-
DISASTER RESTORATION AND RECOVERY SERVICES			
	Roadrunner Restoration	08/003JC-01	-
ELEVATOR SERVICES			
	A & F Elevator Company, Inc.	08/041JC-01	-
	EMR Elevator, Inc.	08/041JC-02	-
ENERGY SERVICES			
Aggregation	Texas Energy Aggregation, LLC	07/032JC-01	-
Aggregation	Tradition Energy	08/038JC-01	-
Conservation	Johnson Controls	09/003JC-01	-
Conservation	Linc Services LLC	09/003JC-01	-
Conservation	Rayco Construction, Inc.	09/003JC-03	-
Conservation	TD Industries	09/003JC-04	-
Conservation Consulting Services	Image Engineering Group, Ltd	09/007JC-01	-
Conservation Consulting Services	Kinsman & Associates Consulting Engineers	09/007JC-02	-
HEATING, VENTILATION, AIR CONDITIONING			
	Automated Logic/United Environmental Services	09/023DR-06	-
	Brandt	09/023DR-01	-
	Dura Pier Facilities Services, LTD	09/023DR-05	Yes
	Fort Bend Mechanical	09/023DR-04	-
	GQES Heating Systems	09/023DR-03	Yes
	Johnson Controls	09/023DR-07	-
	Linc Systems	09/023DR-02	-
	TD Industries	09/023DR08	-
JOB ORDER CONTRACTING			
	Aquirre Roden, Inc.	07/033JC-01	-
	ALPHA Building Corporation	08/035JC-01	Yes

	Basic IDIQ	09/040JC-03	-
	Basic IDIQ, Inc.	07/033JC-02	-
	Centennial Contractors Enterprises, Inc.	09/040JC-06	-
	Centerline Construction Services, Inc.	09/002JC-01	-
	Construction Masters of Houston, Inc.	09/040JC-04	-
	Corporate Facilities Management Services, LLC	08/031JC-01	Yes
	Corporate Facilities Management Services, LLC	09/040JC-01	-
	Dura Pier Facilities Services, LTD.	09/040JC-05	Yes
	Dura Pier Facilities Services, Ltd.	08/035JC-02	Yes
	Flagship PDG	09/040JC-10	-
	Fort Bend Mechanical	08/031JC-02	-
	Fort Bend Mechanical	09/040JC-02	-
	Healthy Resources Enterprise, Inc.	08/035JC-03	Yes
	Herrera & Hunt	09/040JC-07	Yes
	Herrera & Hunt, Inc.	07/007JC-01	Yes
	J Perez Construction Inc.	09/002JC-02	Yes
	Leyendecker Construction, Inc.	09/002JC-03	-
	P2MG, Inc.	09/040-JC-08	-
	Powers General Contractors, Inc.	08/035JC-04	-
	Ravco Construction, Inc.	07/007JC-02	-
	Structura Design, LLC	09/040JC-09	Yes
MODULAR CLASSROOMS AND BUILDINGS			
	Comark Building Systems, Inc.	08/001JC-01	-
	GroundFORCE Building Systems	08/001JC-02	-
OWNERS REPRESENTATIVE AND PROJECT CONSTRUCTION SERVICES			
	Boyken International	07/022JC-01	-
	PRISM Advantage	07/023JC-01.	Yes
	Raba Kistner Consultants, Inc	07/006JC-01	-
	The Maddox Group, Inc.	07/022JC-02	-
PLAYGROUND SYSTEMS			
	BCI Burke Company	09/021CG-01	-
	T.F. Harper and Associates	09/021CG-02	-
PROJECT MANAGEMENT SERVICES			
	BROADDUS & ASSOCIATES	09/029DR-02	-
	P2MG	09/029DR-01	Yes
SECURITY SYSTEMS			
	FaceKey Corporation	08/039JC-01	-
	LensSec, LLC	-	-
WEBCASTING SOLUTIONS			
	Granicus	07/036JC-01	-

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