



## City of Ketchum

April 19, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to enter into an Interlocal Contract for Cooperative Purchasing**

#### Recommendation and Summary

Staff is recommending the council authorize the Mayor to enter into the Interlocal Contract for cooperative Purchasing with Houston-Galveston Area Council by adopting the following motion:

**"I move to authorize Mayor Bradshaw to enter into the Interlocal Contract for Cooperative Purchasing with the Houston-Galveston Area Council."**

The reasons for the recommendation are as follows:

- This allows the city to purchase various items at negotiated pricing and discounts, in keeping with 67-2807 Idaho Code.

#### Introduction and History

Idaho Code requires lays out procedures for bidding various materials, equipment and services. The code also allows local governments to "tag on" to solicitations, bids and negotiated pricing. This can simplify the purchasing of items that do not require customization for the city's needs. The code states in part:

"Political subdivisions may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. Goods or services procured by participation in such cooperative agreements or programs shall be deemed to have been acquired in accordance with the requirements of this chapter."

Many cities in Idaho utilize cooperative associations to reduce the effort required to solicit pricing and to purchase as prices negotiated more competitively than the City of Ketchum could obtain by itself.

#### Sustainability

There is no sustainability impact arising from this action.

#### Financial Impact

The contract itself does not commit the city to any purchasing or expenditures. Expenditures still need the existing approval process.

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 **City of Ketchum**, 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 **480 East Ave Ketchum, ID 82240**.

**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 **04/19/2021** (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 **10/01/2020** and ends **09/30/2021**. 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.

## **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 BY THE PARTIES HERETO AS FOLLOWS:**

### **City of Ketchum**

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

**480 East Ave**

Mailing Address

**Ketchum, ID 82240**

City, State ZIP Code

Signature of chief elected or appointed official | **Date**

**Neil Bradshaw, Mayor**

Typed Name & Title of Signatory

### ***Houston-Galveston Area Council***

3555 Timmons Lane, Suite 120, Houston, TX  
77027

By:

Executive Director

Date:



### END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to 713-993-2424. The contract may also be mailed to:

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

Name of End User Agency: **City of Ketchum** County Name: **Blaine**

Mailing Address: **PO Box 2315 Ketchum, ID 83340**

Main Telephone Number: **208-726-3841** FAX Number:

Physical Address: **480 East Ave Ketchum, ID >82240**

Web Site Address: **ketchumidaho.org**

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**Official Contact:** **Bill McLaughlin**

Mailing Address: **PO Box 2315**

**Ketchum, ID 83340**

Title: **Fire Chief**

Ph No.: **208-727-5074**

FX No.:

E-Mail Address: **bmclaughlin@ketchumfire.org**

**Authorized Official:** **Neil Bradshaw**

Mailing Address: **PO Box 2315**

**Ketchum, ID 83340**

Title: **Mayor**

Ph No.: **208-726-5084**

FX No.:

E-Mail Address: **nbradshaw@ketchumidaho.org**

## **COMPLETING AND EXECUTING THE ILC PROCESS**

### **Step 1 (complete)**

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

### **Step 2**

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

### **Step 3**

Scan and email a copy of the contract to H-GAC at [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com), or fax it to 713-993-2424.

The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

### **Step 4**

H-GAC will execute the contract and return a copy to you electronically.