



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC No.: **18-6992**

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT (“Contract”), made and entered into 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 Sacramento Area Council of Governments, a California joint powers agency, hereinafter referred to as “SACOG,” having its principal place of business at 1415 L Street, Suite 300, Sacramento, CA 95814.

W I T N E S S E T H

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, SACOG has represented that it is an eligible entity under the Act and desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and SACOG do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

SACOG 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 SACOG 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 begin on the date signed by SACOG and shall continue in effect unless terminated pursuant to Article 9 by either party.

ARTICLE 5: SCOPE OF SERVICES

SACOG appoints H-GAC its true and lawful purchasing agent for competitive bid/proposal processes and contracting authority relating to the purchase of certain products and services having contracts with the H-GAC Cooperative Purchasing Program. The scope of this contract shall be applicable only to those purchases made by SACOG and its participating member agencies.

ARTICLE 6: PAYMENTS TO H-GAC CONTRACTORS

Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the SACOG participating member agency will be required to pay the full amount of any invoice to an H-GAC contractor within (30) days after having received a properly documented invoice including any applicable H-GAC administrative fee associated with the purchase. The H-GAC contractor shall then remit all administrative fees to H-GAC. The total fee charged on any particular order will be in accordance with the HGACBuy Administrative Fee Schedule in effect at that time. Once H-GAC is in receipt of all administrative fees from an H-GAC contractor for a particular order, the assessed fee due SACOG will be remitted within 30 days, unless otherwise specified by mutual agreement of H-GAC and SACOG. In no event will H-GAC or SACOG have any financial liability to any SACOG participating member agency for any goods or services procured from an H-GAC contractor.

ARTICLE 7: MARKETING, REPRESENTATIONS AND SOLICITATIONS

H-GAC agrees to provide SACOG with data links, data downloads, and any other necessary information for contracts made available to SACOG participants. SACOG agrees to notify H-GAC, and receive H-GAC’s approval, prior to any use of the H-GAC name, logo, or Program information in any printed literature or electronic media intended for external distribution. H-GAC agrees to notify SACOG, and receive SACOG’s approval, prior to any use of the SACOG name, logo, or Program information in any

printed literature or electronic media intended for external distribution.

ARTICLE 8: 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 9: TERMINATION PROCEDURES

H-GAC or SACOG 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 SACOG, including obligations of SACOG's participants to pay H-GAC's contractors 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 SACOG and/or its participants or by H-GAC.

ARTICLE 10: 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 11: FORCE MAJEURE

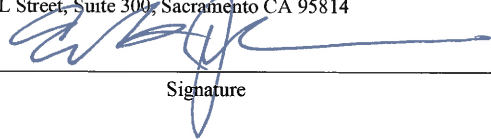
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any 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.

ARTICLE 12: VENUE

Venue and jurisdiction of any suit or cause of action under, or in connection with, this Contract between H-GAC and SACOG shall lie exclusively in Harris County, Texas. Disputes between SACOG or its participating members and any 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:

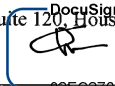
Sacramento Area Council of Governments (SACOG)
1415 L Street, Suite 300, Sacramento CA 95814

By: 
Signature

Erik Johnson, Director of Administration

Date: 7/9/2018

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

By: 
82EC270D5D81423...
Executive Director

7/20/2018

Date: _____

EXHIBIT A

Sacramento Area Council of Governments (SACOG)

Partnership Duties

For

HGACBuy Contract Purchases

SACOG Responsibilities:

- Assist jurisdictions in obtaining contract pricing worksheets/quotes from HGACBuy Contractors.
 - Verify Contractor participation with HGACBuy program through website.
 - If local vendor is not an authorized HGACBuy Contractor/dealer contact H-GAC Procurement Services Coordinator for possible contract assignment procedures from HGACBuy Contractor to local dealer.
- Send Contractors pricing worksheets/quotes to HGACBuy Procurement Specialist for review and compliance verification before jurisdiction issues a purchase order.
- Work with jurisdiction and H-GAC to resolve outstanding issues.
- Receive, review and record jurisdiction's purchase orders. Ensure that SACOG ILC number and HGACBuy contract number is within the body of the purchase order to identify SACOG membership.
 - If jurisdiction omitted SACOG ILC number from purchase order, write ILC number on top of purchase order.
- Send copy of purchase order and HGACBuy contract pricing worksheets/quotes to H-GAC for issuance of official HGACBuy Order Confirmation.
- Contingent upon satisfactory completion of the above tasks for each purchase, SACOG will be due the agreed upon share of the Order Processing Charges from H-GAC.

HGACBuy Responsibilities:

- Provide SACOG members with any documentation needed to facilitate a purchase such as bid tabs, signed contracts, advertisements, response documents, contract pricing, contract assignments, etc.
- HGACBuy Procurement Specialist will confirm and process purchase orders and contract pricing worksheets/quotes for contract compliance once received from SACOG or SACOG members.
- Procurement Specialist will issue official HGACBuy Order Confirmation document to SACOG, SACOG members and HGACBuy Contractors.
- H-GAC will maintain all SACOG purchases in HGACBuy database.
- H-GAC will remit to SACOG 1/3 of all Order Processing Charges collected from SACOG member purchases by HGACBuy Contractors after Contractor has remitted payment to H-GAC.

EXHIBIT B

HGACBuy Cooperative Purchasing Program
Administrative Fee Schedule
 (Effective 4/1/2014)



Product or Service Category	
VEHICLES:	Fee Assessment
Cars, Light Trucks, Utility Vehicles, Vans, Brush Fire/Wildland Units, etc; and Light Duty Trucks w/Bodies supplied by the Cab/Chassis Dealer (i.e. all on a single PO)	\$ 600 flat per PO
Medium & Heavy Duty Trucks, Cab/Chassis only w/o Bodies (i.e. exposed frame rails); Ambulance Remounts	\$ 600 flat per PO
Buses, School & Transit (All Types)	\$ 600 flat per PO
Medium & Heavy Duty Trucks w/Bodies supplied by the Cab/Chassis Dealer (i.e. all on a single PO).	\$ 1,000 flat per PO
Medium & Heavy Duty Trucks w/Bodies supplied from a <i>different</i> contract (i.e. Refuse Collection or Sewer Cleaning contracts; all on a single PO).	\$1,500 per PO
Ambulances, Complete (All Types)	\$ 1,000 flat per PO
Fire Apparatus (All Types Except Brush/Wildland)	\$ 2,000 flat per PO
Truck Bodies and Conversions on separate PO from Cab/Chassis (i.e. Sewer Cleaners, Box Vans, Brush Fire/Wildland Units, Refuse Collection Bodies etc.).	1.5% of total PO amount
Trailers (All Types)	1.5% of total PO amount
OTHER PRODUCTS/SERVICES:	
Wireless Communications Services	1.0% of total PO amount
ALL OTHER PRODUCTS & SERVICES:	1.5% of total PO amount
Published Options purchased directly from a contract (separate and apart from the associated base line item)	1.5% of total PO amount