

FILED
AT 10:40
CLOCK AM
APR 13 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY TEXAS
DEPUTY

Purchasing Solutions Alliance

a purchasing cooperative for public agencies



INTERLOCAL PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the Brazos Valley Council of Governments, hereinafter referred to as “BVCOG,” having its principal place of business at 3991 East 29th St., Bryan, Texas 77802, and _____, 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 “Cooperative Member,” having its principal place of business at _____, 2802 S. Business Highway 281 Edinburg, Texas 78539.

WHEREAS, BVCOG 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, BVCOG 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, BVCOG has instituted a cooperative purchasing program, hereinafter referred to as the “**Purchasing Solutions Alliance**” or “**PSA**,” under which it contracts with eligible entities under the Act; and

WHEREAS, Cooperative Member has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on _____ April 5, 2016 _____ (Date), and that it desires to contract with BVCOG on the terms set forth below;

NOW, THEREFORE, BVCOG and the Cooperative Member do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Cooperative Member represents and warrants to BVCOG that it is eligible to contract with BVCOG under the Act for the purposes recited herein 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 it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

BVCOG and the Cooperative Member agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Article(s) 7 or 8.

ARTICLE 5: SCOPE OF SERVICES

The Cooperative Member appoints BVCOG its true and lawful purchasing agent for the purchase of certain products and services through the **Purchasing Solutions Alliance** cooperative purchasing program. All purchases hereunder shall be in accordance with Texas statutes and procedures governing competitive bids and competitive proposals and in accordance with specifications and contract terms established by BVCOG, and at the prices available and published by BVCOG. Ownership (title) to products purchased through contracts awarded pursuant to the **PSA** program shall transfer directly from the contractor to the Cooperative Member. Nothing in this Agreement shall prevent the Cooperative Member from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

ARTICLE 6: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Cooperative Member shall promptly, and in any case within thirty (30) days, pay the vendor and/or 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 BVCOG have any financial liability to the Cooperative Member for any goods or services Cooperative Member procures through its **PSA** program.

ARTICLE 7: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. BVCOG reserves the right to make changes in the scope of products and services offered through the **PSA** cooperative purchasing program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

BVCOG or the Cooperative Member may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligations of the Cooperative Member, including obligations to pay any vendor or contractor for all goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the Cooperative Member.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Agreement 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 11: CONSENT TO SUIT

Nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE 12: MISCELLANEOUS

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Brazos County, Texas.

b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

**Brazos Valley Council of Governments
Purchasing Solutions Alliance
3991 East 29th St.
Bryan, Texas 77802**

BVCOG Executive Director or Designee

Signature of Executive Director or Designee

Date: _____

Susan Lightfoot

Attest: **PSA Program Manager**

Attest: _____

Signature of **PSA Program Manager**

Date: _____

County Of Hidalgo

Name of Cooperative Member

2802 S. Business Highway 281

Mailing Address

Edinburg, Texas 78539

City, State, ZIP Code

Martha Salazar-Purchasing Agent

Name & Title of Primary Contact Person

(956) 318-2626

Telephone

martha.salazar@co.hidalgo.tx.us

E-mail Address

Judge Ramon Garcia

Name & Title of Chief Elected Official or Designee

By: X Ramon Garcia

Signature of Chief Elected Official or Designee

Date: 4/12/16

Interlocal Agreement Agreement

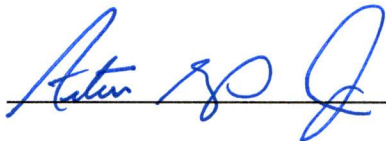
Between (BVCOG) Brazos Valley Council of Governments and

Hidalgo County

C.C. Approved April 5, 2016

AI-53876

ATTEST:



Arturo Guajardo Jr., County Clerk



CC REG AGENDA 04/05/16

Rudolph Salinas

✓ Department of Transportation for 10th Street Extension from SH 107 to FM 1925 (CSJ: 0921-02-300) with authority for the County Judge to sign all required documentation.

B. Budget Appropriations:

OK
OK
OK

1. **AI-54029** Justice Court Tech (1242):
Approval of 2016 appropriation of funds in the amount of \$332,001.56 to fund the purchase of equipment.

2. **AI-53979** New Courthouse (1100):
a. Approval to undesignate the amount of \$4,000,000.00 in the year 2016 for expenditures related to the New Courthouse.
b. Approval of 2016 appropriation of funds in the amount of \$4,000,000.00 to fund anticipated expenditures.

C. Interfund transfers:

OK 1. **AI-53976** Elections Department (1100):
Approval of 2016 interfund transfer from Election Warehouse Project (1301) to the Elections Department (1100) in the amount of \$11,569.39 to fund the construction of the warehouse canopy.

19. Purchasing Department:

OK

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

BMS
4/14/16

A. **AI-53876** Approval of Interlocal Agreement between Hidalgo County (all elected offices, departments, programs and/or agencies through all funding sources) and Brazos Valley Council of Governments (BVCOG) with the purpose of participating in the cooperative purchasing services of the Purchasing Solutions Alliance (PSA) as an additional procurement resource including authority for County Judge to execute document.

B. Hidalgo County

1. **AI-53981** Recommendation and action for HCCC to exercise the thirty (30) day written notice of termination [pursuant to page 4 of 8, #14] of Contract #C-16-012-01-26 with AllWorld Language Consultants, Inc. for awarded "Sign Language Interpreting Services for Hearing Impaired (Non-Courtroom and Courtroom) - Hidalgo County - (AS NEEDED BASIS) as Vendor has not [to date] provided requested services as detailed in specifications.

Zimbra

rudy.salinas1@co.hidalgo.tx.us

Re: Lexmark Printer-Copier Lease with Documation Inc.

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Mon, Feb 29, 2016 01:34 PM

Subject : Re: Lexmark Printer-Copier Lease with Documation Inc.

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>, Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>



Ms. Marty,

I have reviewed the attached interlocal agreement with Brazos Valley Council of Governments (BVCOG) and approve as to the form of the agreement.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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On Thu, Feb 25, 2016 at 3:37 PM, Martha Salazar <martha.salazar@co.hidalgo.tx.us> wrote:

Counselors:

Please review and comment on the ILA with the Brazos Valley COG. We would like to join [no fee] to gain another resource for competitive compliant goods and/or services required by HC.

Thanks,
Marty S.

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Martha \"Marty\" Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, February 25, 2016 3:13:15 PM
Subject: Fwd: Lexmark Printer-Copier Lease with Documation Inc.

Ms. Salazar,

As requested...I have attached the (ILA) for Brazos Valley Council of Governments.

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Martha \"Marty\" Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>
Sent: Thursday, February 25, 2016 2:51:29 PM
Subject: Re: Lexmark Printer-Copier Lease with Documation Inc.

Ms. Salazar,

I'm just keeping you aware of this situation with **JP 3.2**, after sending the follow up email below I called and spoke with Daisy regarding this situation. She informed me that the vendor had been advised that they would generate a PO but the vendor, "Documation Inc." delivered the copier beforehand (**1/22/16**).

After our conversation today, Daisy has committed to providing me a detailed account as to what transpired prior to the equipment delivery and to provide all pertinent documentation.

I have researched the availability of this vendor on a cooperative and could only locate them on a Cooperative by the name of (**PSA**) Purchasing Solutions Alliance through the Brazos Valley Council of Governments. I could not find that we support an (ILA) with them so we would have to have this legal reviewed and approved prior to seeking CC approval. While I couldn't locate their contract published pricing, I believe a user name and password is provided once you become a member.

I am still gathering more information but I wanted you to be aware of this situation as it stands today. I'll continue to keep you informed.

Rudy Salinas

Purchase Order Specialist III
Phone: 292-7000 Ext: 4875

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Daisy Zarate" <daisy.zarate@co.hidalgo.tx.us>
Sent: Thursday, February 25, 2016 11:02:15 AM
Subject: Re: Lexmark Printer Lease with Documation

Daisy, Good Morning!

Just a friendly reminder that I'm still waiting for your response. We need to start moving forward with a resolution in order to secure a method of payment.

Thank You,

Rudy Salinas

Purchase Order Specialist III
Phone: 292-7000 Ext: 4875

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>

To: "Daisy Zarate" <daisy.zarate@co.hidalgo.tx.us>

Sent: Thursday, February 11, 2016 5:16:21 PM

Subject: Lexmark Printer Lease with Documation

Daisy,

Can you provide me some information as to how your procured this lease? Do you have a purchase order? Was it approved by I.T.? Did you get Commissioner's Court approval?

Please forward any copies of any documents you may have.

Thank You,

Rudy Salinas

Purchase Order Specialist III
Phone: 292-7000 Ext: 4875