

RESOLUTION NO. 51-2002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH U. S. COMMUNITIES.

WHEREAS, the U. S. Communities Government Purchasing Alliance (the Alliance) was established to assist public agencies in reducing the cost of purchased goods through pooling the purchasing power of public agencies nationwide; and

WHEREAS, the City of Mesquite has been presented with the opportunity to participate in the Alliance; and

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

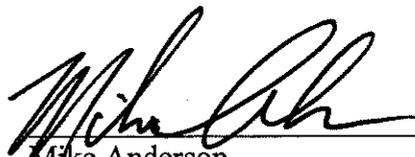
WHEREAS, the City Council is of the opinion that participation in this agreement will be highly beneficial to the taxpayers of the City of Mesquite through the anticipated savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Manager is hereby authorized to execute the Master Interlocal Cooperative Purchasing Agreement attached hereto as Exhibit "A" between the City of Mesquite and U. S. Communities.

SECTION 2. That this resolution shall take effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 16th day of September, 2002.



Mike Anderson
Mayor

ATTEST:

APPROVED:

Ellen Williams
City Secretary



B. J. Smith
City Attorney



U.S. COMMUNITIES

Government Purchasers Saving You Money

Founding Co-Sponsors



National League of Cities



RECEIVED

OCT 02 2002

ACCOUNTING DIV
CITY OF MESQUITE

**PARTICIPATING PUBLIC AGENCY
PARTICIPATION CERTIFICATE**

I hereby acknowledge, on behalf of the public agency identified (the "Participating Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA, "Attachment A") regulating the use of the various Master Agreements and purchase of Products made available by Lead Public Agencies through U.S. Communities. Before purchasing any one or more of the Products, the Participating Public Agency should review and ensure the terms and provisions of the applicable Master Agreement are acceptable. I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Signature: [Handwritten Signature]

Date: 10-01-2002

PUBLIC AGENCY:

Name: CITY OF MESQUITE

Department: FINANCE

[IMPORTANT!]

Employer 9-Digit Tax ID #: (TIN): 1-75-6000606-0

Please mark the appropriate box:

- | | | |
|---|---|---|
| <input type="checkbox"/> County | <input type="checkbox"/> Consol. City/County | Other (specify): |
| <input type="checkbox"/> County Special District | <input type="checkbox"/> K-12 | <input type="checkbox"/> State Agency |
| <input checked="" type="checkbox"/> City, Town or Village | <input type="checkbox"/> Community College | <input type="checkbox"/> Independent Special District |
| <input type="checkbox"/> City Special District | <input type="checkbox"/> College & University | <input type="checkbox"/> Non-Profit 501(c)3 |
| | | <input type="checkbox"/> Other: _____ |

CONTACT PERSON:

Name: MICHELE BRAND

Title: MANAGER OF PURCHASING/TELECOMMUNICATIONS

Mailing Address: P.O. BOX 850137

City: MESQUITE State: TEXAS Zip: 75185-0137

Telephone: 972-216-6201 Fax: 972-216-6397
E-Mail: mbrand@ci.mesquite.tx.us

VENDOR INTEREST:

Office Supplies		Master Agreement No.
• Office Depot	<input type="checkbox"/>	Los Angeles County Contract #41421
Electrical & Comm/Data		
• Graybar	<input type="checkbox"/>	Los Angeles County Contract #57128 and #41490
Office Furniture		
• Haworth	<input type="checkbox"/>	Fairfax County Contract RQ0141131316A
• Herman Miller	<input type="checkbox"/>	Fairfax County Contract RQ0141131316B
• Knoll	<input type="checkbox"/>	Fairfax County Contract RQ0141131316C
• Steelcase	<input type="checkbox"/>	Fairfax County Contract RQ0141131316E
Industrial Supplies		
• Grainger	<input type="checkbox"/>	Los Angeles County Contract #57141
Computers		Fairfax County Contract RQ0034136016 (A-D, F-G)
• Comark	<input type="checkbox"/>	IBM <input type="checkbox"/>
• CompUSA	<input type="checkbox"/>	Micron <input type="checkbox"/>
• Gateway	<input type="checkbox"/>	Software Spectrum <input type="checkbox"/>
All Vendors	<input type="checkbox"/>	

Please Fax to U.S. Communities at (925) 933-8457

For questions or additional information, please contact U.S. Communities at
info@uscommunities.org or toll free at (866) 472-7467.

U.S. COMMUNITIES USE ONLY		
Date and Time Received:	<u>10.16.02</u>	By: <u>Rob Brall</u>
Date and Time Forwarded:	<u>10.16.02</u>	By: <u>Rob Brall</u>

"Attachment A"**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
(MICPA)**

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies that execute a Participating Public Agency Certificate ("Participating Public Agencies") to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. The cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. The Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products.
5. A procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. Procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. Procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2175 N. California Blvd., Suite 550, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Participation Certificate, as applicable.