

COUNCIL AGENDA STATEMENT



Meeting Date: November 18, 2025

To: Honorable Mayor and City Councilmembers

From: Jennifer Johnson, Finance Director

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-102**, Approving a Interlocal Contract Between Huston-Galveston area Council “H-GAC” and the City of Marathon For A Cooperative Purchasing Program; Authorizing the City Manager to Execute the Agreement and Providing for An Effective Date.

BACKGROUND & JUSTIFICATION:

Becoming a member of this cooperative purchasing program will allow the City access to goods and services that have already been through the procurement process with H-GAC. This will allow staff to expedite the procurement process and purchase goods and services to complete tasks more efficiently. All H-GAC agreements for products and services are contracted after having been subjected to either a competitive bid (ITB) or competitive proposal (RFP) process. Many government agencies and not-for-profits in the State of Florida are members of this cooperative.

For instance, the Fire Rescue Department has been specking out a new ambulance. An ambulance they are interested in purchasing is available from a vendor that is part of this cooperative purchasing program. If the City becomes a member it will gain access to piggyback contract off of the cooperative purchasing agreement already in place, which will ultimately allow for a quicker delivery date on the new ambulance.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other _____	_____	_____
3. Not applicable _____		

FISCAL NOTE:

Approval of the resolution will allow piggyback purchases on open agreements with H-GAC. Any purchase made under this cooperative procurement agreement that is over \$35,000 will still require approval by the City Council.

RECOMMENDATION: Council approve Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025- 102**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A INTERLOCAL CONTRACT BETWEEN HUSTON-GALVESTON AREA COUNCIL “H-GAC” AND THE CITY OF MARATHON FOR A COOPERATIVE PURCHASING PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE

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, the City of Marathon represents that it is an eligible entity under the Act, and desires to contract with H-GAC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Contract between the City and H-GAC copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 18th DAY OF NOVEMBER 2025.

THE CITY OF MARATHON, FLORIDA

Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

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 MARATHON**, 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 **9805 OVERSEAS HWY MARATHON, FL 33050**.

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 **11/18/2025** (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 **10/01/2025** and ends **09/30/2026**. 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 MARATHON

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

9805 OVERSEAS HWY

Mailing Address

MARATHON, FL 33050

City, State ZIP Code

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By:

Executive Director

Date:

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

George Garrett, City Manager

Typed Name & Title of Signatory



END USER DATA

Please sign and return Interlocal Contract, along with this completed form to H-GAC by emailing to ILC@H-GAC.com.

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 MARATHON** County Name: **FL**

Mailing Address: **9805 OVERSEAS HWY MARATHON, FL 33050**

Main Telephone Number: **305-743-0033** FAX Number:

Physical Address: **9805 OVERSEAS HWY MARATHON, FL 33050**

Web Site Address: <https://www.ci.marathon.fl.us/>

Official Contact: Jennifer Johnson

Mailing Address: **8085 OVERSEAS HWY
MARATHON, FL 33050**

Title: **Finance Director**

Ph No.: **305-743-6586**

FX No.:

E-Mail Address: jjohnson@keyscpa.com

Authorized Official: George Garrett

Mailing Address: **9805 OVERSEAS HWY
MARATHON, FL 33050**

Title: **City Manager**

Ph No.: **305-289-4130**

FX No.:

E-Mail Address: garrettg@ci.marathon.fl.us

Authorized Official: Steve Williams

Mailing Address: **9805 OVERSEAS HWY
MARATHON, FL 33050**

Title: **City Attorney**

Ph No.: **305-289-4130**

FX No.:

E-Mail Address: williamss@ci.marathon.fl.us

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 PDF copy of the contract to H-GAC at ILC@h-gac.com and use the **subject line: "ILC Application."**

Step 4

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