



Houston-Galveston Area Council

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.:

92-280

Permanent Number assigned by H-GAC

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 500, Houston, Texas 77027, and North Texas Tollway Authority, 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 5900 W. Plano Pkwy, Suite 100, Plano, Texas 75093

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, and 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 a state that borders the State of Texas, 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 a state that borders the State of Texas), 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.

In the case of non-profit corporations only, the End User represents and warrants to H-GAC that it is contracting with H-GAC only for the purchase of goods and any services reasonably required for the installation, operation, or maintenance of the goods, excluding services provided by firefighters, police officers, or emergency medical personnel.

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, 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 January 1, 2001 and ends December 31, 2001. 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 H-GAC 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 non-exclusive purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program, as enumerated through submission of any duly executed purchase order, change order, order form, or resolution. All purchases hereunder shall be in accordance with specifications established by H-GAC. Procurement by H-GAC shall be in accordance with procedures governing competitive bids and competitive proposals, and at prices and administrative fees listed in the current Contractor/Vendor Price Lists on H-GAC's web site and in its publications. (Continued on reverse side)

* except to the extent the same conflict with any requirements set forth End User's purchase order, change order, order form or resolution submitted to H-GAC, in which case H-GAC shall either conform to such requirements or notify End User that H-GAC will not complete the purchase.

ARTICLE 5: SCOPE OF SERVICE (continued)

Ownership (title) of products purchased shall transfer directly from the contractor/vendor to the End User. The End User agrees that upon request, it shall provide H-GAC with confirmation of receipt and acceptance of products and services within five (5) days of acceptance of same.

ARTICLE 6: PAYMENTS

Upon delivery of the goods and services purchased and presentation by H-GAC of a properly documented invoice, the End User shall promptly, and in any case within ten (10) days, pay H-GAC the full amount of the invoice from current revenues available to the End User during its current fiscal year.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, 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 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

Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Contract shall lie exclusively in Harris County, Texas.

THIS INSTRUMENT, IN TWO (2) ORIGINALS, HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

North Texas Tollway Authority
 Name of End User (local government, agency, or non-profit corporation)

P.O. Box 260729
 Mailing Address

Plano, Texas 75026
 City State ZIP Code

By: *Jerry Hiebert*
 Signature of chief elected or appointed official

Jerry Hiebert/Executive Director Oct. 1, 2001
 Typed Name & Title of Signatory Date

Houston-Galveston Area Council
 3555 Timmons Lane, Suite 500, Houston, TX 77027

By: *[Signature]*
 Executive Director Date: 10/16/01

Attest: *[Signature]*
 Manager Date: 10/09/2001

NOTE: Facsimile copies of this document shall not be acceptable as ORIGINALS.