



Houston-Galveston Area Council

INTERLOCAL CONTRACT / AGREEMENT FOR COOPERATIVE PURCHASING

ILA No.: 91.213 Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Agreement") made and entered into pursuant to the Texas Intergovernmental Cooperation Act [Government Code, Title 7, Chapters 741 & 791] by and between the Houston-Galveston Area Council, hereinafter referred to as the "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027, and Wise County, hereinafter referred to as the "local government" having its principal place of business at 3rd Floor, Decatur, Texas 76234.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Texas Local Government Code, Chapter 391; and

WHEREAS, H-GAC has entered into this contract with the local government on the 7th day of April, 1998 and

WHEREAS, the local government registers its desire to purchase certain governmental administrative functions, goods, or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in ARTICLE 5, as hereinafter specified in accordance with this contract/agreement; and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this contract. The local government's governing body has authorized its signatory official(s) to enter into this contract and to bind the local government to the terms of this contract and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the local government 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

The Interlocal 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. Except as otherwise provided herein, this contract cannot be modified without written consent of the parties.

ARTICLE 4: PERFORMANCE PERIOD

The period of this contract shall be for the balance of the fiscal year of the local government which began 10/ 1, 1997 and ends 9/ 30, 1998. 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 local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this contract.

H-GAC or the local government may cancel this contract at any time upon 30 days written notice to the other party to this contract. The obligations of the local government, 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 local government.

ARTICLE 5: SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful 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, order form or resolution. All products purchased hereunder shall be in accordance with specifications established by H-GAC.

All products and services shall be procured by H-GAC in accordance with procedures governing competitive bids and competitive proposals, and at prices and administrative fees listed in current Contractor/Vendor Price Lists and H-GAC Forms. Ownership (title) of products purchased shall transfer directly from the contractor/vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of products and services within five (5) days of acceptance of same.

**ARTICLE 6: PAYMENTS**

In accordance with the terms of this contract, the local government agrees that, upon presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred, it shall upon delivery and acceptance of products and services, promptly pay H-GAC, from current revenues available to the local government during the current fiscal year.

**ARTICLE 7: CHANGES AND AMENDMENTS**

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 services and products offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

Either H-GAC or the local government may cancel or terminate this contract upon thirty (30) days written notice by certified mail to the other party. In the event of such termination, prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this contract, including penalties, less payment of any compensation previously paid.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not effect 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, judgment, 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. 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 HAS BEEN EXECUTED IN TWO (2) ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

• Wise County, Texas  
Name of Local Government

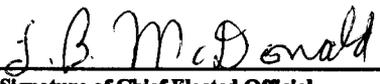
HOUSTON - GALVESTON AREA COUNCIL  
3555 Timmons Lane, Suite 500, Houston, TX 77027

• P.O. Box 952  
Mailing Address

By:   
Jack Steele, Executive Director

• Decatur Tx 76234  
City State ZIP Code

Date: 4/28/98

By:   
Signature of Chief Elected Official

Attest:   
Deldre Vick, Public Services Dept. Manager

• L.B. McDonald, County Judge 4/7/98  
Typed Name and Title of Signatory Date

Date: 4/28/98