



Houston-Galveston Area Council

INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING

ILA NUMBER 93.353

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act [Article 4413(32c) V.T.C.S.] 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 County of Hidalgo, hereinafter referred to as the local government having its principal place of business at 100 East Cano Edinburg, TX 78539

WITNESSETH

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

WHEREAS, H-GAC has entered into an agreement with the local government on the 20th day of April, 1993 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 the 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 Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and binds the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this agreement cannot be modified without written consent of the parties.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for balance of the fiscal year of the local government which began Jan. 1, 1993 and ends Dec. 31, 1993. 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 his Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, 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 materials and services through the H-GAC Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, under form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

(Continued on reverse side)

ARTICLE 5: SCOPE OF SERVICES (continued)

The materials and services shall be procured in accordance with procedures governing competitive bids and competitive proposals by H-GAC, and at the unit prices and administrative fees as indicated in the current H-GAC Order Forms and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6: PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7: CHANGES AND AMENDMENTS

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.

H-GAC reserves the right to make changes in the scope of the services 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 Agreement 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 Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9: SEVERABILITY

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

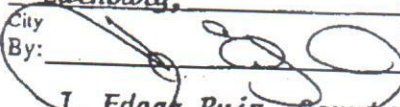
ARTICLE 10: FORCE MAJEURE

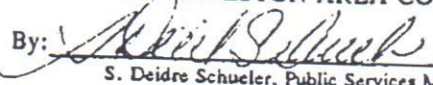

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the parties' 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 the Agreement shall lie exclusively in Harris County, Texas.

THIS INSTRUMENT, IN DUPLICATE ORIGINALS, HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

County of Hidalgo  
 Name of Local Government  
100 E. Cano  
 Mailing Address  
Edinburg, Texas 78539  
 City State ZIP  
 By:   
J. Edgar Ruiz County Judge 04/20/93  
 Signed Name & Title of Signatory Date

HOUSTON-GALVESTON AREA COUNCIL  
 By:  Date: 4/29/93  
 S. Deidre Schueler, Public Services Mgr.  
 By:  Date: 4/29/93  
 Jack Steele, Executive Director