

MOAK CASEY INTERLOCAL PURCHASING COOPERATIVE CONTRACT

This Agreement is made and entered into as of *[DATE]* by and between:

- Cooperative Purchasing Organization: *Moak Casey Interlocal Purchasing Cooperative 1001 Congress Ave Ste 250 Austin, TX 78701*, and
- Member: Hidalgo County

1. Purpose

This Agreement establishes the terms under which the Member will participate in the Cooperative's purchasing program to acquire *Energy, Integrated Efficiency Solutions & Property & Casualty Insurance* at pre-negotiated prices.

2. Term & Renewal

- This Agreement shall be effective from *June 24, 2025 – June 24, 2026*.
- Automatic renewal for successive one-year periods unless terminated by either party with 30 days written notice.

3. Pricing & Discounts

- Member shall receive discounted pricing per the Supplier's negotiated rates.
- Any applicable volume-based discounts or rebates shall be outlined in Exhibit A.
- Administrative fees, if applicable, shall be *\$0.00*.

4. Obligations of the Member

- Member agrees to comply with the purchasing terms and conditions.
- Orders must be placed through the Cooperative's designated process.
- Compliance with all applicable federal and state regulations.

5. Obligation of the Cooperative Purchasing Organization

- The Cooperative Purchasing Organization (the "Cooperative") shall comply with all applicable state and federal procurement laws and regulations in the solicitation, selection, and contracting of vendors whose goods and services are made available through the Cooperative. The Cooperative certifies that all vendors awarded contracts through the Cooperative have been procured in a manner that meets the requirements of the Texas Interlocal Cooperation Act, the Texas Local Government Code, and, where applicable, the procurement standards set forth in the Uniform Guidance (2 C.F.R. Part 200) for the expenditure of federal funds.
- The Member is entitled to rely upon the Cooperative's representations and certifications that all procurement processes used by the Cooperative have been conducted in compliance with applicable legal standards. The

Cooperative shall indemnify and hold harmless the Member from any liability, loss, or expense resulting from a failure by the Cooperative to comply with such laws and regulations in its procurement activities.

6. Compliance & Legal Requirements

- Parties shall comply with applicable laws, including FDA regulations, HIPAA, and Anti-Kickback Statutes.
- Any dispute shall be resolved in accordance with the laws of *The State of Texas*.

7. Termination

- Either party may terminate with 30 days written notice.
- Immediate termination for breach of contract, regulatory violations, or insolvency.

8. Miscellaneous

- Confidentiality: All pricing and purchasing details shall remain confidential.
- Force Majeure: Neither party shall be liable for delays due to unforeseen circumstances.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Signatures:

Cooperative: Moak Casey Interlocal Purchasing Cooperative
Buck Gilcrease Managing Partner

Member: Hidalgo County