



Baltimore Metropolitan Council Tel: 410.732.0500 X 1007

Facsimile Cover Page

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Firm: Mohawk Lifts	Pages 3, including cover sheet

December 10, 2007

Here is the information on the BMC/HGAC agreement.



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

07-1835
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into 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 the Baltimore Metropolitan Council, hereinafter referred to as "BMC," having its principal place of business at 2700 Lighthouse Point East, Suite 310, Baltimore, MD 21224.

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 Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (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, BMC 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 BMC do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

BMC 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 BMC 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 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 begin on the date signed by the BMC and shall continue in effect unless terminated pursuant to Article 9 by either party.

ARTICLE 5: SCOPE OF SERVICES

On behalf of its participating members, BMC agrees to participate in HGACBuy, an inter-governmental cooperative purchasing program with respect to their competitive bid/proposal processes. The scope of this contract shall be applicable only to those purchases made by the Baltimore Regional Cooperative Purchasing Committee (BRCPC), a subcommittee of the BMC, and other public entities (BMC's Participants) affiliated through BRCPC.

ARTICLE 6: PAYMENTS TO H-GAC CONTRACTORS

Upon delivery of goods or services purchased, and presentation of a properly documented invoice, BMC's participants will be required to pay the full amount of any invoice to an H-GAC contractor within thirty (30) days after having received a properly documented invoice including any applicable H-GAC administrative fee associated with the purchase. The H-GAC contractor shall then remit all administrative fees to H-GAC. The total fee charged on any particular order will be in accordance with the HGACBuy Administrative Fee Schedule in effect at that time. Once H-GAC is in receipt of all administrative fees from an H-GAC contractor for a particular order, the assessed fee due BMC will be remitted within 30 days, unless otherwise specified by mutual agreement of H-GAC and BMC. In no event shall H-GAC or BMC have any financial liability to any BMC participant for any goods or services procured from an H-GAC contractor.

ARTICLE 7: MARKETING, REPRESENTATIONS AND SOLICITATIONS

H-GAC agrees to provide BMC with data links, data downloads, and any other necessary information for contracts made available to BMC participants. BMC agrees to notify H-GAC, and receive H-GAC's approval, prior to any use of the H-GAC name, logo, or Program information in any printed literature or electronic media intended for external distribution.

ARTICLE 8: 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 HGACBuy to be performed hereunder.

ARTICLE 9: TERMINATION PROCEDURES

H-GAC or BMC 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 BMC, including obligations of BMC's participants to pay H-GAC's contractors 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 BMC and/or its participants.

ARTICLE 10: 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 11: 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.

ARTICLE 12: VENUE

Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Contract between H-GAC and BMC shall lie exclusively in Harris County, Texas. Disputes between End User and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

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

Baltimore Metropolitan Council
2700 Lighthouse Point East, Suite 310, Baltimore, MD 21224

By: [Signature]
Executive Director

Larry Khunovitz, Executive Director

Typed Name & Title of Signatory

Date: 8/13/07

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: [Signature]
Executive Director
Date: August 29, 2007

Attest: [Signature]
Manager

Date: August 22, 2007