

**INTERLOCAL AGREEMENT
FOR
ELECTRONIC WARRANT PAYMENT SERVICES**

THIS INTERLOCAL AGREEMENT ("ILA"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), is by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and City of Allen, a local government created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at 305 Century Parkway, Allen, Texas 75013.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program, hereinafter referred to as "**Shared Services**" under which it contracts with eligible entities under the Act; and

WHEREAS, NCTCOG has performed a procurement process for electronic warrant payment services for municipalities; in which each participating local government will contract directly for electronic warrant payment services with Government Payment Service, Inc. (GPS); and

WHEREAS, NCTCOG's Executive Board approved a resolution authorizing the interlocal agreements for procurement of GPS electronic warrant payment services at its December 20, 2012 meeting; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on August 26, 2014, and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows

ARTICLE 1: OBLIGATIONS OF THE PARTIES

The Participant agrees to execute an engagement letter with GPS with respect to its election to receive various electronic warrant payment services under NCTCOG's Shared Services Program. A copy of the standard engagement letter is attached hereto as Attachment 1. Participant acknowledges that it shall look solely to GPS for the delivery of the services described in the engagement letter as well as the provisions for payment of fees assessed by GPS.

NCTCOG has developed the electronic warrant payment services program as part of its Shared Services to its member organizations. NCTCOG's sole responsibility is to coordinate with GPS and its member organizations the procurement of the services and to promote the services to its members. NCTCOG has no responsibility for (i) the delivery of the services to its members, (ii)

the day to day operation of the electronic warrant payment service system or (iii) the resolution of dispute/warranty claims between GPS and the Participants.

ARTICLE 2: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act as 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 it possesses adequate legal authority to enter into this Agreement.

ARTICLE 3: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 4 below.

ARTICLE 4: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that 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. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the **Shared Services** cooperative purchasing program.

ARTICLE 5: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

ARTICLE 6: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 7: SEVERABILITY

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

ARTICLE 8: 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, 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 9: WHOLE AGREEMENT

This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 10: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 11: MISCELLANEOUS

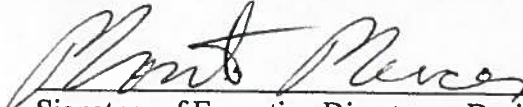
- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

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

**North Central Texas
Council of Governments
Shared Services Program
616 Six Flags Drive
Arlington, Texas 76011**

Monte Mercer

NCTCOG Executive Director or Designee


Signature of Executive Director or Designee

Date: August 18, 2014

City of Allen

305 Century Parkway

Allen, Texas 75013

Peter Vargas, City Manager

By: _____
Signature of Authorized Official or Designee

Date: _____



**Engagement Letter for
NCTCOG Project Customers**

August 27, 2014

Client Services Department
Government Payment Service, Inc.
7102 Lakeview Parkway West Drive
Indianapolis, Indiana 46268

To Whom It May Concern:

This letter shall confirm our agreement to become a Participant in the Project and obtain Services as more fully described in the Master Contract Between North Central Texas Council of Governments ("NCTCOG") and Government Payment Service, Inc. ("GPS") ("Master Contract"), dated January 14, 2013 (all capitalized terms not otherwise defined in this letter shall have the definition assigned to them in the Master Contract). We understand and accept that your company's provision and the City's use of the Services are subject to the terms and conditions of the Master Contract, this engagement letter and any interlocal agreement between the City and NCTCOG. In particular, the City agrees to be bound by the Participant's obligations set out in the Master Contract.

The City may at any time (i) authorize you to accept additional types of payments within the scope of the applicable Service Fees; (ii) cancel the processing through your company of any types of payments; (iii) modify the account(s) to which you direct payments to the City; or (iv) add other agencies, departments or sub-agencies within this governmental subunit ("Affiliated Agencies") to, or delete Affiliated Agencies from our use of the Services by specifying all such changes to GPS **in writing**. Any such changes will be subject to your acceptance and confirmation **in writing** and will require reasonable lead time to implement. For purposes of this paragraph, "in writing" shall mean via letter, email, or facsimile to the address included in this letter, or such other address as either of us may provide to each other.

The term of this Engagement Letter shall not exceed the term of the Master Contract, unless the City and your company agrees in writing to continue Services beyond such term. We further understand that we may cancel our participation in the Project and the Services, without cause or reason, upon 30 days advance written notice to you via the method defined in the Master Contract. We also agree to send a copy of any cancellation notice to the NCTCOG.

This Engagement Letter together with the Master Contract constitutes the complete agreement between your company and the City, supersedes any and all oral and written agreements between us relating to matters herein and may only be amended in a writing signed by both parties.

Peter Vargas, City Manager
City of Allen

Cc: North Central Texas Council of Governments