

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND AUSTIN MAC HAIK FORD LINCOLN
FOR THE PURCHASE OF VEHICLES**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

This Agreement for the purchase of vehicles, (the "Agreement") is made and entered into on this the ____ day of _____, 2024, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, (the "City,") and AUSTIN MAC HAIK FORD LINCOLN, whose offices are located at 7201 IH 35, Georgetown, TX, 78626 (the "Vendor.") This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase multiple and varied vehicles, (herein referred to as "Vehicles") and City desires to obtain said Vehicles from Vendor; and

WHEREAS, City is a member of the Houston-Galveston Area Council Cooperative ("H-GAC") and Vendor is an approved H-GAC vendor through Contract #12267; and

WHEREAS, Vendor is an approved H-GAC vendor though Contract #12267;

WHEREAS, City desires to purchase Vehicles from Vendor through H-GAC as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

- A. **Agreement** means this binding legal contract between City and Vendor whereby City is authorized to purchase Vehicles and Vendor is obligated to provide Vehicles. This Agreement includes any exhibits, addenda, and/or amendments thereto.
- B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. **Effective Date** means the date set out in the introductory paragraph above.
- D. **Vehicles** mean the vehicles described in Exhibit "A."
- E. **Vendor** means Austin Mac Haik Ford Lincoln, or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

- A. This Agreement shall remain in full force and effect until it expires as indicated herein or is terminated in accordance with Section 13.0.
- B. This Agreement shall expire on April 28, 2028.

3.0 SCOPE OF WORK

- A. The Vehicles which are the subject matter of this Agreement are described generally herein and referenced in in the attached Exhibit "A," incorporated herein by reference for all purposes
- B. The City is not obligated to purchase any Vehicles from Vendor. If the City desires to purchase Vehicles from Vendor, it shall issue a request to Vendor through the H-GAC for availability and pricing.
- C. If the City approves the pricing, Vendor shall satisfactorily provide the Vehicles described herein in accordance with its and referenced in Exhibit "A" within the contract term specified.

4.0 COSTS

- A. City agrees to pay for Vehicles ordered during the term of this Agreement pursuant to the pricing terms set forth in Exhibit "A" and as agreed above.
- B. The City shall is authorized to pay the Vendor an amount not-to-exceed **Twelve Million and No/100 Dollars (\$12,000,000.00)** for Vehicles ordered from Vendor during the term of this Agreement.

5.0 INVOICES

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of Vehicles ordered and received; and
4. Delivery dates.

6.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the Vehicles as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

9.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

10.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

11.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Marshall Reynolds
General Services Department
212 Commerce Boulevard
Round Rock, TX 78664
(512) 218-5571
mreynolds@roundrocktexas.gov

12.0 DEFAULT

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

13.0 TERMINATION AND SUSPENSION

A. In the event of any uncured default by either party, the non-defaulting party has the right to terminate this Agreement for cause, upon ten (10) days' written notice to the

defaulting party following the cure period.

B. If the City terminates this Agreement, the City shall be responsible only for amounts due and owing up to the date of termination.

14.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

15.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

16.0 NOTICES

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- 1. When delivered personally to recipient’s address as stated in this Agreement; or
- 2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient’s address as stated in this Agreement.

Notice to Vendor:

Austin Mac Haik Ford Lincoln
7201 IH 35
Georgetown, TX 78626

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

Stephanie L. Sandre, City Attorney
AND TO: 309 East Main Street
Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

17.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

18.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may be amended or supplemented only by mutual agreement of the parties hereto in writing.

19.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

20.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

21.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

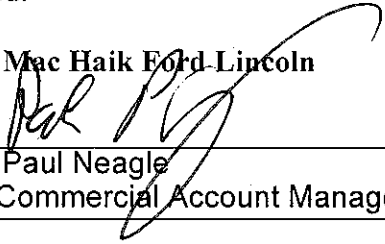
C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

Austin Mac Haik Ford Lincoln

By: 
Paul Neagle

Title: Commercial Account Manager

Date Signed: 06/24/2024

City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

Date Signed: _____

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

Exhibit "A"

Attachment A
Austin Mac Haik Ford Lincoln, LTD
Current Model Cars, SUVs, and Light Duty Trucks
Contract No.: VE05-24

Manufacturer	Model	Item Description	Offered List Price	HGACBuy Discount
		Category A - Cars		
Ford	Mustang	(P8T) Two door, 2.3L EcoBoost Engine, Complete with all manufacturer's standard equipment.	\$ 32,515	3%
		Category B - SUVs and Crossovers		
Ford	Escape	(U0F) Base Trim Package, 1.5L EcoBoost engine, complete with all manufacturer's standard equipment.	\$ 29,495	3%
Ford	Edge	(K4G) SE Trim Package, four doors, 2.0L EcoBoost engine, complete with all manufacturer's standard equipment.	\$ 39,860	3%
Ford	Bronco Sport	(R9B) Big Bend Trim Package, 1.5L EcoBoost engine, complete with all manufacturer's standard equipment.	\$ 32,825	3%
Ford	Bronco Sport	(E7A) Big Bend Trim Package, Two Door, 2.3L EcoBoost I-4 engine, 10 speed automatic transmission,	\$ 41,025	3%
Ford	Explorer	(K7B) Base package; 2.3L EcoBoost I4 engine, complete with all manufacturer's standard equipment.	\$ 38,355	3%
Ford	Expedition	(U1F) XL Trim Package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.	\$ 56,450	3%
		Category C - Light Duty Trucks		
Ford	Ranger	(R4B) XL Package, 2.3L EcoBoost I4 Engine, complete with all manufacturer's standard equipment.	\$ 34,160	3%
Ford	Maverick	(W8A) XL Package, 2.5L Full Hybrid Engine (FHEV), complete with all manufacturer's standard equipment.	\$ 24,995	3%
Ford	F-150	(F1K) Regular Cab, 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.3L Ti-VCT V6, complete with all manufacturer's standard equipment.	\$ 38,565	3%
Ford	F-250	(F2A) Regular Cab, 3/4-ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.	\$ 46,965	3%
Ford	F-350	(F3A) Regular Cab, 1 ton, 6.2L V8 engine, automatic transmission, 4x2 SRW, TorqShift 10-Speed SelectShift Automatic, 8' Bed, complete with all manufacturer standard equipment.	\$ 48,010	3%
Ford	F-450	(F4C) 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.	\$ 61,450	3%
Ford	F-350 CC	(F3E) Regular Cab Chassis Cab, 1 ton, 6.8L V8 engine, 4x2, TorqShift 10-Speed SelectShift Automatic, transmission, complete with all manufacturer's standard equipment.	\$ 49,660	3%
Ford	F-450 CC	(F4G) Regular Cab Chassis Cab, 7.3L V8 engine, 4x2, TorqShift 10-Speed SelectShift Automatic, transmission, complete with all manufacturer's standard equipment.	\$ 54,740	3%
Ford	F-550 CC	(F5G) Regular Cab Chassis Cab 7.3L V8 engine, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.	\$ 55,840	3%
Ford	F-600 CC	(F6K) Regular Cab Chassis Cab 7.3L V8 engine, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.	\$ 59,500	3%
		Category D - Vans		
Ford	T-150 Low	(E1Y) Transit Cargo Van (Low Roof) - 3.5L PFDi V6 engine, 8670lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 48,510	3%
Ford	T-150 Mid	(E1C) Transit Cargo Van (Medium Roof) - 3.5L PFDi V6 engine, 8670lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 50,430	3%
Ford	T-250 Low	(R1Y) Transit Cargo Van (Low Roof) - 3.5L PFDi V6 engine, 9070lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 49,455	3%
Ford	T-250 Mid	(R1C) Transit Cargo Van (Medium Roof) - 3.5L PFDi V6 engine, 9070lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 51,380	3%
Ford	T-250 High	(R2X) Transit Cargo Van (High Roof) - 3.5L PFDi V6 engine, 9070lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.	\$ 53,280	3%
Ford	T-350 Low	(W1Y) Transit Cargo Van (Low Roof) - 3.5L PFDi V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 50,710	3%
Ford	T-350 Mid	(W9C) Transit Cargo Van (Medium Roof) - 3.5L PFDi V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.	\$ 52,630	3%
Ford	T-350 High	(W1X) Transit Cargo Van (High Roof) - 3.5L PFDi V6 engine, 9500lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.	\$ 54,530	3%
Ford	T-350 Low	(X2Y) Transit Passenger Van (Low Roof) - Seating for 12, 3.5L PFDi V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.	\$ 55,240	3%
Ford	T-350 Mid	(X2C) Transit Passenger Van (Medium Roof) - Seating for 12, 3.5L PFDi V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.	\$ 56,620	3%
Ford	T-350 High	(X2X) Transit Passenger Van (High Roof) - Seating for 12, 3.5L PFDi V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.	\$ 57,815	3%

Exhibit "A"

Ford	T-250 Cutaway	(R5P) Transit Cutaway Chassis - 3.5L V6 engine, 9070lbs GVWR, complete with all manufacturer's standard equipment.	\$ 45,080	3%
Ford	T-350HD Cutaway	(W5P) Transit Cutaway Chassis - 3.5L V6 engine, DRW, 9070lbs GVWR, complete with all manufacturer's standard equipment.	\$ 45,845	3%
Ford	T-250 CC	(R5Z) Transit Chassis Cab - 3.5L V6 engine, 9070lbs GVWR, complete with all manufacturer's standard equipment.	\$ 45,625	3%
Ford	T-350HD CC	(W5Z) Transit Chassis Cab - 3.5L V6 engine, DRW, 9070lbs GVWR, complete with all manufacturer's standard equipment.	\$ 46,410	3%
Ford	E-350 Cutaway	(E3F) Van Chassis - 7.3L V8 engine, DRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.	\$ 38,690	3%
Ford	E-450 Cutaway	(E4F) Van Chassis - 7.3L V8 engine, DRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.	\$ 41,165	3%
		Category E - Police Response Vehicles		
Ford	Police Responder F-150 W1P	Crew Cab, Four door, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.	\$ 53,605	3%
Ford	Police Interceptor K8A	Sport Utility AWD, 3.3L HEV engine complete with all manufacturer's standard equipment.	\$ 48,760	3%
Ford	Expedition SSV U1F	3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.	\$ 56,450	3%
		Category F - Electric/Alternative Fuel		
Ford	Mach E	(K1R) Two door, Electric engine, complete with all manufacturer's standard equipment.	\$ 45,390	3%
Ford	F-150 Lightning Pro	(W1B) Crew Cab, Four door, Electric engine, complete with all manufacturer's standard equipment.	\$ 52,090	3%
Ford	E-Transit 350	(W1Y) Two door, Electric engine, complete with all manufacturer's standard equipment.	\$ 52,090	3%
Ford	E-Transit 350 Cutaway	(W5P) Two door, Electric engine, complete with all manufacturer's standard equipment.	\$ 48,090	3%
Ford	E-Transit 350 CC	(W5Z) Two door, Electric engine, complete with all manufacturer's standard equipment.	\$ 48,590	3%
		Category G - Service/Maintenance Plans		
Ford	ESP's	Extended Service Maintenance Agreements	N/A	10%
		Category H - Parts/Supplies		
Ford	Parts	Original Equipment Manufacturer (OEM) Parts +	N/A	25%