

INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE PURCHASING BY AND BETWEEN THE CITIES OF ROUND ROCK, CEDAR PARK, HUTTO, LEANDER, GEORGETOWN, TAYLOR, AND PFLUGERVILLE TEXAS, AND THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., AND OPEN TO OTHER ELIGIBLE GOVERNMENTAL ENTITIES

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into by and between the undersigned Local Governments of the State of Texas, namely the City of Round Rock, Texas, the City of Cedar Park, Texas, the City of Hutto, Texas, the City of Leander, Texas, the City of Georgetown, Texas, the City of Taylor, Texas, the City of Pflugerville, Texas, and the Brushy Creek Regional Utility Authority, Inc. (hereinafter referred to as the "Local Governments"), acting by and through their respective signature authorities, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of participating in joint and cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, the Parties are all local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and,

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and,

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and,

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economics of scale by jointly procuring materials, supplies, goods, services or equipment; and,

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, each of the Parties finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due this fiscal year; and,

WHEREAS, the Parties find that the amount paid for the services performed under this Agreement fairly compensates the performing party; and,

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies; and,

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties, which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services.

**ARTICLE II
TERM**

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by a supplemental agreement or terminated as provided in this Agreement.

**ARTICLE III
TERMINATION**

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties. Withdrawal of one Party to this Agreement does not affect the validity of this Agreement as to the remaining Parties.

**ARTICLE IV
PURCHASING**

Each Party shall designate a person to act under the direction of, and on behalf of, said Party in all matters relating to the cooperative purchasing program. Each Party shall make payments directly to vendors under their respective contracts with vendors made under Chapter 271, Subchapter F, Texas Local Government Code. Each Party shall be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery as to any items purchased by said Party under this Agreement.

**ARTICLE V
PARTICIPATION**

The Parties agree that any vendor offer of materials, supplies, goods, services or equipment to any Party to this Agreement shall be considered an offer to all Parties to this Agreement. Any vendor making a solicitation shall be notified by the Party seeking the solicitation that they may limit their offer to apply only to that Party. They shall be further notified that failing to do so, their offer may be included in this cooperative program. Additionally, if other governmental entities within the State of Texas become a Party to this Agreement, any prior offer made available to the Parties to this cooperative program may be extended to that Party so the Party has the opportunity to purchase from any solicitation made by any person or entity to any of the parties participating in this Agreement; however, any vendor offer made to any Party to this agreement, if extended to another Party through this Agreement, is not a final contract without the consent and agreement of the successful vendor(s) to the extension.

All parties indicate their understanding and all parties hereby expressly agree that none of the entities that are parties to this agreement are agents of, partners to, or representatives of those other entities and that no Party to this agreement is obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements of another Party to this Agreement.

**ARTICLE VI
CURRENT REVENUE**

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement.

**ARTICLE VII
FISCAL FUNDING**

The obligations of the Parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

**ARTICLE VIII
MISCELLANEOUS**

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

C. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

D. Severability: In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall lie in the designated County of the first Party to the Contract named as a Defendant.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF ROUND ROCK, TEXAS

By: _____
Name: _____
Title: _____
Date Signed: _____

Address for Notice:

ATTEST:

By: _____
City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF CEDAR PARK, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF HUTTO, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF LEANDER, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF GEORGETOWN, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF TAYLOR, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

CITY OF PFLUGERVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney

EXECUTED on this the _____ day of the month of _____, 2012.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. (BCRUA)

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

Board Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

Board Attorney