



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: Bonnie Floyd

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND BRAZOS COUNTY FOR A PURCHASING COOPERATIVE PROGRAM.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.

This interlocal will allow Travis County and Brazos County to have access to all contracts of the other agency, to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment, and will facilitate the ability to satisfy state laws requiring the agencies to seek competitive bids for the purchase of goods and services. Each agency agrees to extend contracts for shared use to the extent permitted by law.

**INTERLOCAL PURCHASE AGREEMENT
BETWEEN TRAVIS COUNTY, TEXAS AND BRAZOS COUNTY, TEXAS**

Travis County, Texas and Brazos County, Texas enter into this Interlocal Purchase Agreement (the "Agreement"), acting by and through their respective governing bodies, under the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791 and Texas Local Government Code Chapter 271. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

This Agreement is authorized by Chapter 791 of the Texas Gov't Code and Local Government Code Chapter 271, subchapter F. The Parties are local governments as that term is defined in Local Government Code section 271.101(2). Section 271.102 of that code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. A local government that purchases materials, supplies, goods, services or equipment under a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids to purchase goods or services. Texas local governments have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment.

The Parties desire to enter into a cooperative purchasing program, which will allow the Parties to purchase materials, supplies, goods, services or equipment from each other. **THEREFORE**, in consideration of the mutual promises here, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1. This Agreement's purpose 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. Each Party, in contracting for the purchase of supplies, materials, equipment, and services agrees, at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.

**ARTICLE II
TERM**

2. The term of this Agreement will start on the date on which all Parties have executed this Agreement ("Effective Date"). This Agreement will renew annually, and remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

**ARTICLE III
TERMINATION**

3. A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party. Termination of this Agreement by a Party, however, will not terminate an existing contract between a Party and a vendor, although the terms of the existing contract may not be revised once the withdrawal has occurred.

ARTICLE IV PURCHASING

4. Each Party will designate a person to act on its behalf in all matters relating to the cooperative purchasing program. All purchases will be effected by a purchase order from the purchasing party and directed to the vendor(s). The Parties will make payments directly to vendors under the contracts made according to this Agreement. The purchasing party will be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery. The originating contracting Party is not responsible or liable for the performance of any vendor used by a purchasing Party as a result of this Agreement. The purchasing party may not use this Agreement as a method for obtaining additional concessions or reduced prices for similar goods or services.

ARTICLE V CURRENT REVENUE

5. The Parties represent that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it in this Agreement or required by any other agreements, contracts and documents executed, adopted, or approved under this Agreement, which includes any exhibit, attachment, addendum or associated document, will be paid from current revenues available to the paying Party. The Parties warrant that no debt is created by this Agreement and that any debt created through a purchase will be the sole obligation of the purchasing Party and no obligation or liability for such debt will be a liability or obligation of the other Party.

ARTICLE VI FISCAL FUNDING

6. The Parties' financial obligations, if any, under 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 VII MISCELLANEOUS

7A. **Notice:** Any notice required or permitted to be delivered under this Agreement will 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.

7B. **Amendment:** This Agreement may be amended by the mutual written agreement of all of the Parties.

7C. **Severability:** In the event any one or more of the provisions contained in this Agreement is for

any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the other provisions, and the Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

7D. **Governing Law:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, will be governed by the laws of the State of Texas. Venue for any action concerning this Agreement will lie in Travis County, Texas.

7E. **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. No agent, official, employee or representative of Travis County has the authority to amend or assign this Agreement unless expressly granted authority by the Travis County Commissioners Court.

7F. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which will be deemed an original constituting one and the same instrument.

7G. **No Assignment:** The Parties may not assign or transfer their rights under this Agreement.

7H. **Compliance with Law:** Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

7I. **No Waiver of Rights:** Nothing in this Agreement will be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity. Nothing in this Agreement will be deemed to create any legal rights or claims on behalf of a person not a party to this Agreement.

EXECUTED this _____ day of _____, 2013.

TRAVIS COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:
c/o Cyd Grimes, Travis County Purchasing

P.O. Box 1748
Austin, Texas 78767

Agent

FOR COUNTY, APPROVED AS TO FORM:

By: _____
County Attorney

EXECUTED this 20th day of August, 2013.

BRAZOS COUNTY, TEXAS

By: 

Name: Duane Peters

Title: Brazos County Judge

Date Signed: 8/20/13

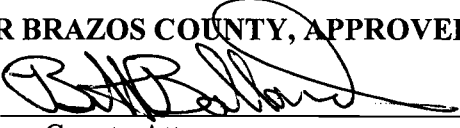
Address for Notice:

200 S. Texas Ave.

Ste. 332

Bryan, TX 77803

FOR BRAZOS COUNTY, APPROVED AS TO FORM:

By: 
County Attorney