

**INTERLOCAL PURCHASE AGREEMENT  
BETWEEN THE BROWNSVILLE PUBLIC UTILITIES BOARD OF CITY OF  
BROWNSVILLE, TEXAS,  
AND THE CITY OF SAN MARCOS, TEXAS  
CONTRACT 222-147**

This Interlocal Purchase Agreement (the “Agreement”) is made and entered into by and between the Brownsville Public Utilities Board of the City of Brownsville, Texas, and (hereinafter referred to as the “BPUB”) and the City of San Marcos (hereinafter referred to as the “City”), 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 and Chapter 271 of the Texas Local Government Code, for the purpose of participating in 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 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 and to realize substantial savings and economies of scale by cooperatively 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**, the Parties, acting by and through their respective signature authorities, adopt the foregoing premises as findings of said governing bodies.

**NOW, THEREFORE** for and in consideration of the mutual promises, inducements, covenants, agreements, conditions, and other good and valuable consideration, the receipt and sufficiency of which is 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 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.

## **ARTICLE II TERM**

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date"). The Agreement shall remain in full force and effect 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. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor.

## **ARTICLE IV PURCHASING**

Each Party shall designate a person to act on their behalf in all matters relating to the cooperative purchasing program. All purchases shall be effected by a purchase order or contract from the purchasing Party and directed to the vendor(s). The Parties shall make payments directly to vendors under the contracts made under Chapter 271, Subchapter F, Texas Local Government Code. The purchasing Party shall 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 the purchasing Party as a result of this Agreement.

## **ARTICLE V CURRENT REVENUE**

The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it 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 and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability of the other Parties.

## ARTICLE VI FISCAL FUNDING

The financial obligations of the Parties, 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

- A. 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, facsimile transmission, or email transmission addressed to the respective Party at the address set forth opposite the signature of the Party.
- B. Amendment:** This Agreement may be amended by the mutual written agreement of the Parties.
- C. Severability:** In the event one 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.
- D. 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 of the State of Texas. Venue for any action concerning this agreement shall lie in Hays County, Texas.
- E. No Waiver of Immunities:** Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and the United States.
- 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 manners 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.
- I. No Assignment:** The Parties may not assign or transfer their rights under this Agreement.
- J. Compliance with Law:** Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.
- K. No Waiver of Rights:** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF SAN MARCOS, TEXAS**

By: \_\_\_\_\_

Name: Stephanie Reyes

Title: Interim City Manager

Date Signed: \_\_\_\_\_

Address for Notice:

City of San Marcos, Texas

630 East Hopkins Street

San Marcos, Texas 78666

Email: [LWilliams@sanmarcostx.gov](mailto:LWilliams@sanmarcostx.gov)

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR CITY OF SAN MARCOS, APPROVED AS TO FORM:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**BROWNSVILLE PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE,  
TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for Notice:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR CITY OF BROWNSVILLE, APPROVED AS TO FORM:**

By: \_\_\_\_\_

Title: \_\_\_\_\_