



## INTERLOCAL PURCHASING AGREEMENT

**THIS INTERLOCAL AGREEMENT** (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code (together, the “Acts”), and other similar, applicable laws of other states, by and between the Purchasing Solutions Alliance, hereinafter referred to as “PSA,” having its principal place of business in Bryan, Texas, and \_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Cooperative Member,” having its principal place of business in \_\_\_\_\_(city), \_\_\_\_\_(state).

**WHEREAS**, PSA is a cooperative purchasing program of the Brazos Valley Council of Governments, a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code and as such is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, PSA is duly authorized to contract with eligible entities under the Acts; and

**WHEREAS**, Cooperative Member has represented that it is an eligible entity under the applicable laws of its state, that its governing body has authorized this Agreement and that it desires to contract with PSA on the terms set forth below;

**NOW, THEREFORE**, PSA and the Cooperative Member do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Cooperative Member represents and warrants to PSA that it is eligible to contract with PSA under the Acts for the purposes recited herein because it is one of the following: a local government, as defined in the Acts (a county, a municipality, a special district, or other political subdivision of its state, or a combination of two or more of those entities, a state agency, 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 2: APPLICABLE LAWS**

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

### **ARTICLE 3: WHOLE AGREEMENT**

This Agreement and any attachments, 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 4: 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 the

provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Article(s) 7 or 8.

#### **ARTICLE 5: SCOPE OF SERVICES**

The Cooperative Member appoints PSA its true and lawful purchasing agent for the purchase of certain products and services. All purchases hereunder shall be in accordance with federal statutes and procedures governing competitive bids and competitive proposals as denoted in 2 CFR Part 200 and in accordance with specifications and contract terms established by PSA, and at the prices available and published by PSA. Ownership (title) to products purchased through contracts awarded pursuant to the PSA program shall transfer directly from the contractor to the Cooperative Member. Nothing in this Agreement shall prevent the Cooperative Member from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

#### **ARTICLE 6: PAYMENTS**

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Cooperative Member shall promptly, and in any case within thirty (30) days, pay the vendor and/or contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall PSA have any financial liability to the Cooperative Member for any goods or services Cooperative Member procures through the PSA program.

#### **ARTICLE 7: 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. PSA reserves the right to make changes in the scope of products and services to be performed hereunder.

#### **ARTICLE 8: TERMINATION PROCEDURES**

PSA or the Cooperative Member may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligations of the Cooperative Member, including obligations to pay any vendor or contractor for all goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the Cooperative Member.

#### **ARTICLE 9: 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 10: 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 11: CONSENT TO SUIT**

Nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges and immunities as may be provided by law.

**ARTICLE 12: 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 Brazos 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 BY THE PARTIES HERETO AS FOLLOWS:**

**Purchasing Solutions Alliance  
Brazos Valley Council of Governments  
3991 East 29<sup>th</sup> St.  
Bryan, Texas 77802**

\_\_\_\_\_  
Name of Cooperative Member

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, ZIP Code

\_\_\_\_\_  
Brazos Valley Council of Governments,  
Executive Director or Designee

\_\_\_\_\_  
Name & Title of Primary Contact Person

\_\_\_\_\_  
Signature of Executive Director or Designee

\_\_\_\_\_  
Telephone

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

\_\_\_\_\_  
E-mail Address

Susan Lightfoot  
Attest: PSA Program Manager

\_\_\_\_\_  
Authorized by (Printed Name and Title)

Attest: \_\_\_\_\_  
Signature of PSA Program Manager

\_\_\_\_\_  
Authorized by (Signature)

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

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