

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COOPERATIVE FUEL PURCHASING  
BETWEEN CITY OF GEORGETOWN  
AND WILLIAMSON COUNTY**

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**THIS CONTRACT AND AGREEMENT** entered into by and between the City of Georgetown, Texas (“Georgetown”) and Williamson County, Texas (“County”), by and through its duly authorized City Manager and Williamson County, Texas, and collectively referred to hereinafter as “The Parties”. Both parties are acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, “Interlocal Cooperation Contracts.” **Tex. Gov’t Code §§ 791.001 & 791.025(b)-(c).**

**RECITALS**

**WHEREAS**, the Parties both must procure adequate fuel supplies to support governmental operations for their respective fleets and may combine their resources and purchasing power for the best possible cost for their combined taxpayers; and

**WHEREAS**, such cooperation for fuel procurement is considered to be in the public interest and fosters efficiencies and cost savings for the benefit of all citizens.

**THEREFORE**, The Parties expressly agree as follows:

**PART 1 - CONSIDERATION**: In exchange efficiencies, enhanced opportunities, and for public interest benefits to the citizens served by The Parties, it is specifically agreed that The Parties authorize:

- Providing Georgetown with access to automobile propane fuel, which will be paid as invoiced for cost plus 10 cents per gallon, and under acceptable controls (such as monthly reporting to monitor usage) at the County’s Central Maintenance Facility, to cover costs and overhead expenses;
- Payment, Interest and Late Payments - Georgetown’s payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Georgetown receives the goods under the contract; (2) the date the performance of



the service under the contract is completed; or (3) the date Georgetown receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Georgetown in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Georgetown's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday;

- Combining fuel purchasing power so long as bidding and procurement requirements have been met either jointly or by at least one of The Parties, and it is specifically agreed that each of The Parties will allow the other to use the same fuel provider it has procured and will direct such provider(s) to bill each Georgetown and County separately for actual fuel purchases pursuant to the contractual agreement in place between fuel provider and either Georgetown or County where the use of such provider yields a cost savings. It is further agreed that The Parties will use their best efforts to continue to cooperate and develop compatible and unified fuel purchasing to meet their respective needs; and
- Promote and explore cooperative efforts with regard to Alternative-Fuel Projects, subject to the approval of The Parties governing bodies.

**PART 2 – EFFECTIVE DATE:** This agreement goes into effect when it has been signed by each party's respective designated representative.

**PART 3 – DURATION OF AGREEMENT:** The term contemplated by this agreement shall be three (3) years, or until The Parties decide to terminate. Any party may terminate this Agreement upon thirty (30) days written notice to the other party, but subject to payment of any reasonable financial obligations that were assumed under this agreement by any terminating party.

**PART 4 – NO WAIVER OF SOVEREIGN IMMUNITY:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity.

**PART 5 – NO ASSIGNMENT:** The Parties may not assign this contract.

**PART 6 – TEXAS LAWS APPLY:** Texas law shall apply. The Parties will agree to informal mediation prior to any litigation.



**PART 7 – FORCE MAJEURE:** The Parties shall be relieved of obligations under the terms of this agreement in the event that performance by a party is interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from such performance for the same amount of time as such occurrence shall have lasted or as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

**PART 8 – SEVERANCE CLAUSE:** In case any 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 any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**PART 9 – NOTICE:** Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

**WILLIAMSON COUNTY:**  
WILLIAMSON COUNTY JUDGE  
710 MAIN STREET, SUITE 101  
GEORGETOWN, TEXAS 78626

**GEORGETOWN:**  
CITY MANAGER  
113 E. 8TH STREET  
GEORGETOWN, TEXAS 78626

**GENERAL COUNSEL:**  
GENERAL COUNSEL  
OFFICE OF WILLIAMSON COUNTY JUDGE  
710 MAIN STREET, SUITE 200  
GEORGETOWN, TEXAS 78626

**PART 10 – GOOD FAITH CLAUSE:** The Parties agree to negotiate and act in good faith in the performance of this agreement.

IN WITNESS WHEREOF, GEORGETOWN AND COUNTY have caused this agreement to be duly executed this the \_\_\_\_ day of May, 2015.

**FOR GEORGETOWN:**

**FOR WILLIAMSON COUNTY:**

BY:   
DALE ROSS, MAYOR

BY: \_\_\_\_\_  
COUNTY JUDGE