

#5

**INTERLOCAL AGREEMENT BETWEEN LIBERTY COUNTY AND
WILLIAMSON COUNTY**

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This Agreement is between Liberty County, hereinafter called "Liberty County," and Williamson County, hereinafter called "Williamson County."

WITNESSETH

WHEREAS, the legislative purpose and intent of the Interlocal Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between counties and other political subdivisions and agencies of the state;

WHEREAS, Liberty County and Williamson County are authorized to enter into contracts and agreements for the performance of governmental functions; and

WHEREAS, Liberty County relies on it's the Constable and Deputy Constables of Precinct 6 to provide law enforcement services to its citizens and courthouse staff; and

WHEREAS, Liberty County Constable and Deputy Constables of Precinct 6 rely on safe, well-maintained and operable patrol vehicles in order to provide law enforcement services to its citizens and courthouse staff; and

WHEREAS, the Liberty County Constable and Deputy Constables of Precinct 6, are in need of one (1) safe, well-maintained and operable patrol vehicle in order to provide law enforcement services to its citizens and courthouse staff; and

WHEREAS, Williamson County is willingly to provide one (1) used safe, well-maintained and operable patrol vehicles to Liberty County at a fair rate not to exceed **\$8,170.78**; and

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of manpower, equipment, and other resources; and

NOW, THEREFORE, Liberty County and Williamson County in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens of both Liberty County and Williamson County, promise and agree as follows:

1. Liberty County agrees to purchase the one (1) patrol vehicle identified in Exhibit "A" attached hereto in good working condition from Williamson County at a fair rate not to exceed \$8,170.78.
2. Williamson County agrees to provide the one (1) patrol vehicle identified in Exhibit "A" attached hereto in good working condition to Liberty County for purchase at a fair rate not to exceed \$8,170.78.
3. Liberty County agrees to compensate Williamson County in a one-time lump sum monetary payment after an invoice is provided to Liberty County in a timely manner. Liberty County's payment shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of the date Liberty County receives the Vehicles under this Agreement or the date that Liberty receives an invoice for the Vehicles under this Agreement. Interest charges for any overdue payments shall be paid by Liberty County in accordance with Texas Government Code Section 2251.025.
4. Notwithstanding any provisions herein, this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the government and any extension thereto. In the event that no funds or insufficient funds are appropriated for the payment due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to either County and the Vehicles shall be returned to Williamson County in the same condition in which they were received by Liberty County.
5. Liberty County and Williamson County agree that as a material part of the consideration for this Agreement, Liberty County admits and agrees that Liberty County was granted adequate time and opportunity to conduct an inspection of the Vehicles and that by accepting delivery of the Vehicles, Liberty County shall be deemed to have approved the condition of the Vehicles as of the closing date, including all improvements located on the Vehicles. Liberty County, for itself, its successors and assigns and for any person or entity claiming by, through or under Liberty County (all such persons being included in the name of Liberty County for purposes of this section), agrees to and does hereby accept the Vehicles, including all improvements located on the Vehicles, **"AS-IS" and "WHERE IS", "WITH ALL FAULTS"**, and Liberty County acknowledges and agrees that this Agreement is made without recourse (even as to the purchase price), and that neither Williamson County nor any of Williamson County's representatives and agents (all of such person, including Williamson County, being sometimes collectively referred to as the "Williamson County related persons") have made or given any warranties, guaranties or representations of any kind whatsoever, and the Williamson County related persons specifically disclaim any representations or warranties regarding any matter relating to this Agreement or the Vehicles, whether oral or written, express or implied; including, without limitation, Liberty County

agrees that there are no express or implied warranties of habitability, merchantability, suitability or fitness for a particular purpose. Liberty County's inspection of the Vehicles (or waiver thereof shall relieve Williamson County of any liability to Liberty County as a result of any and all matters addressed herein, and Liberty County agrees to accept all liability thereof, as between Liberty County and Williamson County resulting from or in any way arising out of Liberty County's discovery of said matters subject of this entire paragraph.

6. Notwithstanding anything contained in this paragraph or the Agreement to the contrary, nothing in the Agreement shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to the Agreement. Furthermore, nothing in the Agreement shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under the Agreement.
- 7.. Neither party shall be deemed an employee or agent of the other party. This Agreement does not constitute a joint venture, either expressed or implied.
8. Williamson County agrees to exercise due diligence in the routine maintenance of the one (1) patrol vehicle prior to the sale to Liberty County.
9. **Both counties understand that before beginning a project under this Agreement, the Commissioners Court of both Liberty and Williamson Counties must give specific written approval for the project as required by TEX. GOV. CODE, § 791.014 which provides:**

§ 791.014 APPROVAL REQUIREMENT FOR COUNTIES.

1. Before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the Commissioners Court of a county must give specific written approval for the project.
 - (b) The approval must:
 - (1) be given in a document other than the interlocal contract;
 - (2) describe the type of project to be undertaken;
 - and
 - (3) identify the project's location.

see Tex. Gov. Code, § 791.014, et. seq.
10. The terms of this Agreement exist solely for the purpose of completing this transaction. Either party has the right to cancel or void the transaction up to (14) days after transfer. Written notification of cancellation must be made to the other party. Upon such cancellation, the Vehicles must be returned to Williamson County in the same condition in which they were received by Liberty County and Williamson County will return any consideration paid

as of such date of cancellation, if any, back to Liberty County.

Executed on this the ____ day of _____, 2018, by Jay Knight, County Judge, on behalf of Liberty County, Texas, after approval by Commissioners Court

Executed on this the ____ day of _____, 2019, by ~~Dan A. Gattis~~ ^{Bill Gravell}, County Judge, on behalf of Williamson County, Texas, after approval by Commissioners Court.

LIBERTY COUNTY

WILLIAMSON COUNTY



Jay Knight, Liberty County Judge

~~Dan A. Gattis~~, Williamson County Judge
^{Bill Gravell}

ATTEST:



~~Paulette Williams~~, Liberty County Clerk
LEE HAIDUSEK CHAMBERS

Nancy E. Rister, Williamson County Clerk

EXHIBIT "A"

**PATROL VEHICLE TO BE PURCHASED BY LIBERTY COUNTY FROM
WILLIAMSON COUNTY**

| <u>ID</u> | <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Mileage</u> | <u>Price for Purchase</u> | <u>Agency</u> |
|------------------|--------------------|--------------------|---------------------|-----------------------|--------------------------------------|----------------------|
| SB1331 | 2013 | Chevrolet | Tahoe | 115,214 | \$8,170.78 | Constable Precinct 6 |
| | | | | | Total Purchase Price: | |
| | | | | | \$8,170.78 | |