

PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

This Purchasing Cooperative Interlocal Agreement (“Agreement”) is by and between the Volusia County, Florida, a political subdivision of the State of Florida (“Volusia”); and Williamson County, Texas, a political subdivision of the State of Texas (“Williamson County”) acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, Volusia is authorized by § 125.01(1)p, Florida Statutes, to “enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency’s authorized functions.”

WHEREAS, pursuant to § 768.28(19), Florida Statutes, neither Volusia nor Williamson County waives any defense of sovereign immunity, or increases of the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party’s negligence, or to assume any liability for the other party’s negligence.

WHEREAS, Volusia expressly retains all rights, benefits and immunities of sovereign immunity that it presently enjoys under the Constitution and statutes of the State of Florida (including Chapter 768, Florida Statutes).

WHEREAS, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other’s competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov’t Code;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the

subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow Volusia to purchase goods and services from Williamson County's competitively bid contracts and/or competitively bid contracts that have been procured by Williamson County. It is expressly understood by Volusia that it has sole responsibility for confirming any legal compliance under local, state or federal laws or regulations applicable to Volusia.

ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV PURCHASING

Each party shall designate a person to act under the direction of, and on behalf of, such Party in all matters relating to the cooperative purchasing program. Each party shall make payments directly to its vendors under the contract made. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 Relationship of Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners,

joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

5.2 **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 or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Assignment:** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

5.6 **No Third-Party Beneficiaries:** This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

5.7 **Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

5.8 **Construction:** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

5.9 **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby 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 of the United States.

5.10 **Governing Law:** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in

connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

5.11 **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.

5.12 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 3rd day of March, 2020.

VOLUSIA COUNTY, FLORIDA

By: _____



Printed Name: Pamela Wilsky, CPPO, CPPB

Title: Director of Purchasing and Contracts

Address: 123 W. Indiana Ave.
DeLand, Florida 32720

EXECUTED this _____ day of _____, 20____.

WILLIAMSON COUNTY, TEXAS

By: _____

HON. BILL GRAVELL
WILLIAMSON COUNTY JUDGE
710 Main Street, Suite 105
Georgetown, Texas 78626