

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF ROUND ROCK, TEXAS
AND WILLIAMSON COUNTY, TEXAS,
FOR SALE OF SURPLUS EQUIPMENT**

THIS DOCUMENT
IS PENDING
SIGNATURE FROM
OTHER PARTY.

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Round Rock, Texas** (hereinafter "City"), a home rule municipal corporation acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and may terminate pursuant to paragraph 3 below if a sale is not completed.

2. Sale of Surplus Equipment

The County agrees to sell a used/surplus Fire Station Equipment as described in the attached Exhibit, which is incorporated herein as if copied in full (hereinafter "the equipment") **AS IS** with no warranties of any kind to the City for the sum of **\$7,322.83** (fair market value) made payable to "Williamson County" and paid pursuant the Texas Prompt Payment Act:

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 The City receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to The County 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 The County'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.

It is understood and agreed that City shall be responsible for pick up and transportation costs to receive the equipment.

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof prior to completion of the Agreement. In the event of termination, The City will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

- 4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Williamson County Judge

Address: 710 Main St.
Georgetown, TX 78626

If to City of Round Rock:

Name: City Manager

Address: 221 E. Main
Round Rock, TX 78664

- 4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

- 5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.
- 5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

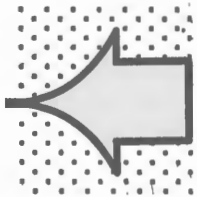
- 5.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 5.4. The Parties mutually agree to act in good faith in the performance of this agreement.
- 5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- 5.6. This agreement may not be assigned.

AGREED AND APPROVED:

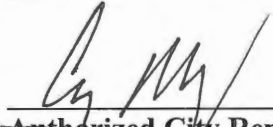
WILLIAMSON COUNTY

By: _____
County Judge

Date: _____



CITY OF ROUND ROCK

By: 
~~Authorized City Representative~~
Craig Morgan, Mayor

Date: 3.26.2020

EXHIBIT (EQUIPMENT LIST)
(Incorporated herein as if copied in full)

Radio Number Assignments

The following is a list of personnel and their radio numbers:

KEY PERSONNEL NUMBERING SYSTEM

Fire Chief	Chief1	Robert Isbell
Assistant Fire Chief	Chief2	Charles Dittman
Assistant Fire Chief	Chief3	Shane Glaiser
Battalion Chief – Spec Ops	Chief4	Steven Jewell
Chaplain	109	
Shift Commander	Batt 1	--
Shift Commander	Batt 2	--
Battalion Chief	111	Billy Colburn
Battalion Chief	112	Rob Eggeling
Battalion Chief	113	James Gossard
Battalion Chief	114	Howard Cruse
Battalion Chief	115	John Dittman
Battalion Chief	116	Richard Rago
Fire Marshal	120	Dennis Kincheloe
Assistant Fire Marshal	121	Mark Selby
Fire Inspector	122	Gary Wallis
Fire Inspector	123	Mike Heard
Fire Inspector	124	Ben Davis
Fire Inspector	125	Ricky Virgne
Battalion Chief	130	Gunther von Seltmann
Training Officer	131	Mark Jaeger
Training Driver	132	Ryan Hamilton
EMS Coordinator	133	Johnny Davidson
Logistics Manager	140	--
Logistics Officer	141	Karen Johnson
Logistics Officer	142	Zaira Amado
Logistics Officer	143	--
Emergency Preparedness Coordinator	150	No Radio

Interlocal Agreement between Williamson County and the City of Round Rock for a one time Purchase by the City of Round Rock for Philips MRX Defibrillator Parts.

DESCRIPTION	Quantity	QUANTITY	COST
MONITOR BATTERY M3538A	24	\$48.92	\$1,174.08
MONITOR PAPER	109	\$0.00	\$0.00
POWER CORD	2	\$0.00	\$0.00
MEMORY CARD	6	\$24.00	\$144.00
NIBP CONNECTOR CABLE M1598B	12	\$10.44	\$125.28
SPO2 ADAPTER CABLE	12	\$25.74	\$308.88
QCPR METER	12	\$184.80	\$2,217.60
SPO2 PEDI PERMANENT	12	\$37.75	\$453.00
SPO2 ADULT PERMANENT	12	\$37.75	\$453.00
TRUNK CABLE	12	\$37.92	\$455.04
CHEST LEADS	12	\$19.78	\$237.36
LIMB LEADS	12	\$17.58	\$210.96
TEST LOAD	6	\$17.77	\$106.62
MRX KIT 75MM PRINTER GREY	1	\$0.00	\$0.00
SPO2 DISPOSABLE ADULT	96	\$4.35	\$417.60
SPO2 DISPOSABLE INFANT	59	\$5.25	\$309.75
ADULT MFP	65	\$6.13	\$398.45
PEDI MFP	17	\$6.13	\$104.21
BLACK SOFT CASE	2	\$103.50	\$207.00
			\$7,322.83