

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN MILAM COUNTY, TEXAS
AND WILLIAMSON COUNTY, TEXAS,
FOR SALE OF SURPLUS VEHICLES
OR EQUIPMENT**

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 **Milam County, Texas** (hereinafter “Milam”), a local governmental entity in the State of Texas 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 shall terminate upon project completion or when terminated pursuant to paragraph 3 below.

2. Sale of Surplus Equipment

The County agrees to sell vehicles or equipment items as follows: 1) 2005 Caterpillar 120H Motor Grader (CAT0120HPCAF00495; and 2) 2008 Caterpillar PS150C Pneumatic Roller (CATPS150AFPS00728) (hereinafter “the vehicles”) **AS IS** with no warranties of any kind to Milam for the sum of **\$73,163.67** 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 Milam receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date Milam 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 Milam shall be responsible for pick up and transportation costs to receive the vehicles and that payment must be made in advance or upon delivery. Titles and goods will not be released until payment has been confirmed. It is also understood that risk of loss passes to Milam upon pick up of the vehicles.

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, Milam 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: Hon. Bill Gravell, Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626
Phone: (512) 943-1500

If to City of Milam:

Name: Hon. Steve Young, Milam County Judge
Address: 102 S. Fannin Ave.
Cameron, Texas 76520
Phone: (254) 697-7000

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: _____

MILAM COUNTY

By: _____
County Judge

Date: 2-8-2021

Steve Young