
WILLIAMSON COUNTY ADDENDUM FOR GASTON & SHEEHAN AUCTIONEERS

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM FOR GASTON & SHEEHAN AUCTIONEERS ("Addendum") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Gaston & Sheehan Auctioneers, Inc.** (hereinafter "Auctioneers"), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted Auctioneers Online Consignment Contract ("Contract"), and the following changes shall be incorporated as if part of the Contract.

I.

Term: The term of this Addendum shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect until September 30, 2027, unless terminated earlier. At the end of the initial term, the parties upon mutual agreement, shall have the option to renew this Addendum for up to two additional one-year terms, with the terms and conditions remaining the same.

II.

Termination for Convenience: Either party may terminate this Addendum for convenience and without cause or further liability upon thirty (30) business day's written notice to the other party.

III.

Prompt Payment Act Compliance: 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 County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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.

IV.

Compliance With All Laws: Auctioneers agrees and will comply with all local, state, or federal requirements with respect to the services rendered.

V.

Right to Audit: Auctioneers agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of Auctioneers which are directly pertinent to the services to be performed under this Addendum for the purposes of making audits, examinations, excerpts, and transcriptions. Auctioneers agrees that the County shall have access during normal working hours to all necessary Auctioneers facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Auctioneers reasonable advance notice of intended audits.

VI.

Notice: Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AUCTIONEERS: Gaston & Sheehan Auctioneers, Inc.
1420 FM 685
Pflugerville, Texas 78660

COUNTY: Williamson County Judge
Judge Bill Gravell, Jr.
710 Main Street, Ste. 101
Georgetown, Texas 78626

VII.

No Agency Relationship & Indemnification: It is understood and agreed that Auctioneers shall not in any sense be considered a partner or joint venturer with the County, nor shall Auctioneers hold itself out as an agent or official representative of the County. Auctioneers shall be considered an independent contractor for the purpose of this Addendum and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Addendum. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Auctioneers or failure to act relating to the services being provided.

VIII.

Indemnification: AUCTIONEERS SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF AUCTIONEERS OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS ADDENDUM.

IX.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Exclusivity: Auctioneers hereby acknowledges that County is not hereby granting an exclusive right to Auctioneers for the provision of auctioneering services for County and that County may retain other auctioneering entities to provide County with auctioneering services.

XII.

Severability: In case any one or more of the provisions contained in this Addendum 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 Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Good Faith Clause: Auctioneers agrees to act in good faith in the performance of this Addendum.

XIV.

No Assignment: Auctioneers may not assign this Addendum without written consent of the County.

XV.

Public Information: Auctioneers understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Addendum may be subject to public disclosure pursuant to the Texas Public Information Act.

XVI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Addendum constitutes the entire contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Addendum include the following:

- A. This Addendum;
- B. Auctioneers' Agreement, marked as **Exhibit A;** and
- C. The cooperative purchasing contract (BuyBoard 708-23)

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

IN WITNESS WHEREOF, this Addendum shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

GASTON & SHEEHAN AUCTIONEERS, INC.

Name of Service Provider


Authorized Signature

Robert J. Sheehan

Printed Name

Date: August 28, 20 24

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 29 2024 Time: 3:26 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 29 2024 Time: 3:11 pm

Exhibit A



ONLINE CONSIGNMENT CONTRACT

This agreement is between GASTON & SHEEHAN AUCTIONEERS, INC., hereafter referred to as "AUCTIONEERS" and the WILLIAMSON COUNTY, herein referred to as "SELLER". This agreement is to conduct online auctions for vehicles, equipment and such property.

1. SELLER hereby consigns to the AUCTIONEERS and employs such AUCTIONEERS to sell online at www.TxAuction.com.
2. AUCTIONEERS will inventory, lot/group, photograph and list the property with the agreed upon starting prices and auction dates.
3. AUCTIONEERS will market the property utilizing email blasts and social media.
4. AUCTIONEERS will accommodate any preview request and respond to any questions or requests.
5. SELLER warrants that he has the right to consign the property for sale and that it is free and clear of liens, encumbrances and claims of third parties and that good title shall pass to the buyer. Furthermore, the SELLER, to the extent authorized under Texas law, shall indemnify and hold harmless the AUCTIONEERS against all suits, actions, costs or charges, in respect to any charges or encumbrances or defects in title which are not disclosed.
6. There will be no commission fee to the SELLER. The AUCTIONEERS will charge and retain a 12.5 % buyer's premium. The AUCTIONEERS will receive inventory from the County or coordinate towing services on an as needed basis.
7. Decal removal services are available for \$65 per unit. This fee would be deducted from the unit's sale price. Our team would provide a list of units that come in needing the decal removal and remit for your approval prior to taking any action, if required.
8. The contents of this document are intended to be the whole of the agreement between the AUCTIONEERS and the SELLER. Any negotiations, contracts or agreements concerning this property, if any, are merged into this agreement and this agreement is the complete, entire and only agreement between AUCTIONEERS and SELLER. This agreement shall be governed by and construed according to the laws of the State of Texas.

SELLER'S funds made payable to: _____

Contact(s): _____

Address: _____

City / St: _____

Phone #: _____ Email Address: _____

SELLER'S SIGNATURE: _____ DATE: _____

AUCTIONEER'S SIGNATURE: Lisa Rzepniewski DATE: 08/21/2024

Gaston & Sheehan Auctioneers, Inc. * TXL 6497

Compliments or complaints should be directed to Texas Department of Licensing & Regulation
P.O. Box 12157, Austin, TX 78711 * (512) 463-2906 Ext. 33129