

INTERLOCAL AGREEMENT FOR SALE OF SURPLUS PROPERTY

This Interlocal Agreement for Sale of Surplus Property ("Agreement") is made and entered into by and between Milam County, Texas ("Milam County"), a local governmental entity in the State of Texas acting herein by and through its governing body, and Williamson County, Texas ("Williamson 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:

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

WHEREAS, in accordance with Section 263.152 of the Texas Local Government Code, a Commissioners Court of a Texas county may periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

WHEREAS, the Milam County Sheriff's Office needs a swift water rescue boat with outboard engine and boat trailer in order to provide law enforcement services within the county; and

WHEREAS, Williamson County owns a swift water rescue boat with outboard engine and boat trailer, which is not (1) salvage property or items routinely discarded as waste, (2) not currently needed by Williamson County, (3) is not required for Williamson County's foreseeable needs, and (4) such property continues to possess some usefulness for the purpose for which it was intended;

WHEREAS, Williamson County is willing to sell its swift water rescue boat with outboard engine and boat trailer to Milam County at the fair price of \$700.00; 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, Milam 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 Milam County and Williamson County, promise and agree as follows:

1. Effective Date, Term, and Termination

This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue for a reasonable time period to allow Milam County to tender the funds for the purchase to Williamson County and take possession of the Surplus Property.

Prior to the purchase and tender of possession of the surplus property subject of this Agreement, this Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, by providing notice of termination to the non-terminating party.

2. Sale of Surplus Equipment

Williamson County agrees to sell a swift water rescue boat with outboard engine (2008 Triton, Rescue One Model, VIN/Serial No.: TJZ138K6K708, Registration No. TX4021AR) and boat trailer (2008 MFI RCS-1 Boat Trailer, VIN/Serial No. 4J2BDMR1881095477, License Plate No. 916677J) (collectively the "Surplus Property") to Milam County for the sum of **\$700.00** made payable to "Williamson County, Texas." Milam County agrees to pay said amount to Williamson County for the Surplus Property in a one-time lump sum monetary payment at or prior to taking possession of the Surplus Property.

It is understood and agreed that Milam County shall be responsible for taking possession of the Surplus Property at Williamson County's facilities and to insure such property immediately upon taking possession of the Surplus Property. Titles and goods will not be released until payment has been confirmed. It is also understood that risk of loss passes to Milam County immediately upon taking possession of the Surplus Property.

3. Disclaimer of Warranties

MILAM COUNTY AND WILLIAMSON COUNTY AGREE THAT, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, MILAM COUNTY ADMITS AND AGREES THAT MILAM COUNTY WAS GRANTED ADEQUATE TIME AND OPPORTUNITY TO CONDUCT AN INSPECTION OF THE SURPLUS PROPERTY AND THAT BY TAKING POSSESSION OF THE SURPLUS PROPERTY, MILAM COUNTY SHALL BE DEEMED TO HAVE APPROVED THE CONDITION OF THE SURPLUS PROPERTY AS OF THE POSSESSION DATE. MILAM COUNTY, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AND FOR ANY PERSON OR ENTITY CLAIMING BY, THROUGH OR UNDER MILAM COUNTY (ALL SUCH PERSONS BEING INCLUDED IN THE NAME OF MILAM COUNTY FOR PURPOSES OF THIS SECTION), AGREES TO AND DOES HEREBY ACCEPT THE SURPLUS PROPERTY, INCLUDING ALL IMPROVEMENTS LOCATED ON THE SURPLUS PROPERTY, "AS-IS" AND "WHERE IS", "WITH ALL FAULTS", AND MILAM 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 SURPLUS PROPERTY, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED; INCLUDING, WITHOUT LIMITATION, MILAM COUNTY AGREES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MILAM COUNTY'S INSPECTION OF THE SURPLUS PROPERTY (OR WAIVER THEREOF) SHALL RELIEVE WILLIAMSON COUNTY OF ANY LIABILITY TO MILAM COUNTY AS A RESULT OF ANY AND ALL MATTERS ADDRESSED HEREIN, AND MILAM COUNTY AGREES TO ACCEPT ALL LIABILITY THEREOF, AS BETWEEN MILAM COUNTY AND WILLIAMSON COUNTY RESULTING FROM OR IN ANY WAY ARISING OUT OF MILAM COUNTY'S DISCOVERY OF SAID MATTERS SUBJECT OF THIS ENTIRE PARAGRAPH.

4. Notices

The parties designate the following persons for receipt of notice:

If to Williamson County:

Williamson County, Texas
Attn: County Judge , Williamson County Judge
1848 Texas Trail
Georgetown, Texas 78626

If to Milam County:

As set forth below the signature block of Milam County

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. 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.
- 5.2. The parties mutually agree to act in good faith in the performance of this agreement.

- 5.3. 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, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.
- 5.4. This agreement may not be assigned.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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.

Executed by the parties to be effective as of the date of the last party's execution below.

Williamson County, Texas

By: _____
As Presiding Officer of the
Williamson County
Commissioners Court

Date: _____, 20____

Milam County, Texas

By: Bill Whitman

Title: Milam County Judge

Date: 14 Sept, 2026