

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BY AND BETWEEN WILLIAMSON COUNTY, TEXAS AND
HOOD COUNTY, TEXAS

THIS AGREEMENT is made and entered into by and between **WILLIAMSON COUNTY**, a political subdivision of the State of Texas, and **HOOD COUNTY**, a political subdivision of the State of Texas.

WHEREAS, Section 271.101, Local Government Code, allows local governments to participate in cooperative purchasing programs which allow the local governments to purchase from a contract currently existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, WILLIAMSON COUNTY currently has a contract for products and/or services, a copy of each such contract is attached to this agreement collectively as Exhibit "A: and each such existing contract between **WILLIAMSON COUNTY** and the respective vendor is made a part of this Agreement as if recited herein verbatim; and **HOOD COUNTY** has a need for same and desires to enter into a Cooperative Purchasing Agreement with **WILLIAMSON COUNTY** pursuant to Chapter 271 et seq. (Cooperating Purchasing Program), Local Government Code, in order to make purchases for products and/or services provided by such vendors; and

WHEREAS, HOOD COUNTY agrees to prepare, execute and administer its own contract with the vendor and **WILLIAMSON COUNTY** shall not be a party to the **HOOD COUNTY'S** agreement with the vendor.

NOW, THEREFORE, WILLIAMSON COUNTY and **HOOD COUNTY**, for the mutual consideration hereinafter stated, agree as follows:

I.
EFFECTIVE DATE

The effective date of this Agreement shall be effective upon execution by the parties.

II.
DUTIES OF HOOD COUNTY

HOOD COUNTY agrees to prepare, execute and administer its own contract with the vendor, and **WILLIAMSON COUNTY** shall not be a part to the agreement with the vendor and the other governmental entity. **WILLIAMSON COUNTY** shall have no obligations for payment to the vendor for any services or goods incurred by any party other than **WILLIAMSON COUNTY**. Any payments owed the vendor for services or goods shall be paid directly by **HOOD COUNTY**. **HOOD COUNTY** will be responsible

for the vendor's compliance with provisions relating to the quantity of items and terms of delivery and any other terms or conditions of its agreement with the vendor.

III.
TERMINATION

This Agreement may be terminated at any item, with or without cause, by either party giving thirty (30) days advance written notice to the other party.

IV.
NOTICE

Notice as required by the Agreement shall be in writing delivered to the parties via facsimile or certified mail at the addresses listed below. Each party shall notify the other in writing ten (10) days of any change in the information in this paragraph.

WILLIAMSON COUNTY

Honorable Dan A. Gattis
County Judge
WILLIAMSON COUNTY, Texas
710 Main Street, Ste 101
Georgetown, TX 78626

HOOD COUNTY

Honorable Andy Rash
County Judge
HOOD COUNTY, Texas
1402 W. Pearl St.
Granbury, TX 76048

V.
ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between WILLIAMSON COUNTY and HOOD COUNTY and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

VI.
VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and this Agreement is performable in **WILLIAMSON COUNTY, Texas**. Exclusive venue shall be **WILLIAMSON COUNTY, Texas**.

VII.
SEVERABILITY

The provisions of the Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement shall be found to be contrary to the law or contrary to any rule or regulation having the force and effect of the

law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

VIII.

AUTHORITY TO SIGN/COUNTY COMMISSION AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

HOOD COUNTY has executed this Agreement pursuant to the duly authorized vote of the **HOOD COUNTY** Commissioners' Court on Feb. 9, 2010.
WILLIAMSON COUNTY has executed this Agreement pursuant to the vote duly authorized by **WILLIAMSON COUNTY** Commissioners' Court on February 23, 2010.

IX.

ASSIGNMENT AND SUBLETTING

The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

X.

INTERPRETATION OF AGREEMENT

This is a negotiated Agreement, and should any part of this Agreement be in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

XII.

REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waive thereof.

EXECUTED in duplicate originals this _____ day of _____ 2010.

WILLIAMSON COUNTY, TEXAS

BY: _____

Honorable Dan A. Gattis
County Judge
710 Main Street, Ste 101
Georgetown, TX 78626

HOOD COUNTY TEXAS

By

Honorable Andy Rash
County Judge
1402 W. Pearl St.
Granbury, TX 76048

ATTEST:

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

This instrument was acknowledged by me on the _____ day of _____ 2009 by the Honorable Dan A. Gattis, County Judge of **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas, on behalf of such subdivision.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
)
COUNTY OF HOOD)

This instrument was acknowledged by me on the 9th day of Feb. 2009 by the Honorable Andy Rash, County Judge of **HOOD COUNTY, TEXAS**, a political subdivision of the State of Texas, on behalf of such subdivision.



Karen E. Nace
NOTARY PUBLIC, STATE OF TEXAS