

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF ROUND ROCK AND THE COUNTY OF WILLIAMSON**

This agreement is made this 19<sup>th</sup> day of October, 2010, between the City of Round Rock, Texas and the County of Williamson, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791, Texas Government Code, providing for the cooperation between local government bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

Whereas, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

Whereas, the governing body of each party finds that the subject of this contract is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing body of each party finds that the performance of this contract is in the common interest of both parties, and that the division of cost fairly compensates the performing party for the services performed under this contract.

**I.**

The County of Williamson, Texas hereby makes, constitutes and appoints the City of Round Rock as its true and lawful purchasing agent for the purchase of various commodities or services provided by contracts or purchase agreements awarded by the City of Round Rock. Conversely, the City of Round Rock hereby makes, constitutes and appoints the County of Williamson, Texas as its true and lawful purchasing agent for the purchase of various commodities or services provided by contracts awarded by the County Of Williamson, Texas.

To utilize one or more of existing contracts, the non-contract-awarding city must notify the contract-awarding city. The non-contract-awarding city agrees that the contract-awarding city shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by the contract-awarding city according to its usual bidding procedures.

**II.**

Each party to this agreement agrees that all specifications for selected items or services shall be as determined by the contract-awarding city.

**III.**

Each party agrees to pay the supplier for the respective goods and services purchased pursuant to this Interlocal agreement. The successful bidder or bidders shall bill directly the city placing the order(s) for all goods and services purchased, and that city shall be responsible for the supplier or contractor's compliance with all conditions of delivery and quality of the procurement.

IV.

The Round Rock City Manager, or his/her successor, is hereby designated as the official representative to act for the City of Round Rock in all matters relating to this agreement. The County of Williamson, Texas, or her/his successor, is hereby designated as the official representative to act for the County of Williamson, Texas in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

Either party may terminate this agreement by giving the other party as least thirty (30) days' advance written notice of termination provided all non-contested work accomplished or goods or services provided shall be paid for in accordance with the contract up to the date the termination becomes effective.

VII.

The City of Round Rock agrees to be responsible for any and all liability or damages to itself or any other party, individual, or entity arising from the sole negligence of itself. The County of Williamson, Texas agrees to be responsible for any and all liability or damages to itself or any other party, individual, or entity arising from the sole negligence of itself. The two parties agree that damages or liability occurring during the performance of this agreement found to be caused by the joint or comparative negligence of both parties, their agents, servants and employees, shall be determined in accordance with the comparative responsibility requirements of the State of Texas.

VIII.

If required by a large public works project, the parties agree that requirements will be incorporated for statutory bid bonds, performance and payment bonds, and materialmen bonds.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

CITY OF ROUND ROCK, TEXAS

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date Signed \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

COUNTY OF WILLIAMSON, TEXAS

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date Signed \_\_\_\_\_

ATTEST:

By Nancy E. Ruten  
County Secretary Clerk

APPROVED AS TO FORM:

By Hal C. Hawes, S/B/P, Jonathan Hawes  
County Attorney