# INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF ROUND ROCK, TEXAS AND WILLIAMSON COUNTY, TEXAS, FOR SALE OF SURPLUS 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 **City of Round Rock, Texas** (hereinafter "City"), a home rule municipal cooperation 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 may terminate pursuant to paragraph 3 below if a sale is not completed.

### 2. Sale of Surplus Equipment

The County agrees to sell a used/surplus Fire Station Equipment as described in the attached Exhibit, which is incorporated herein as if copied in full (hereinafter "the equipment") **AS IS** with no warranties of any kind to the City for the sum of **$7,322.83** (fair market value) 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 The City receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City 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



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first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

It is understood and agreed that City shall be responsible for pick up and transportation costs to receive the equipment.

**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, The City 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:** Williamson County Judge
**Address:** 710 Main St.
Georgetown, TX 78626

*If to City of Round Rock:*
**Name:** City Manager
**Address:** 221 E. Main
Round Rock, TX 78664

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:** _____ **Date:** 4/8/2020
**County Judge**

**CITY OF ROUND ROCK**

**By:** _____ **Date:** 3.26.2020
~~**Authorized City Representative**~~
Craig Morgan, Mayor

CRAIG MORGAN, MAYOR

3.24.2020

# EXHIBIT (EQUIPMENT LIST)
## (Incorporated herein as if copied in full)

**Radio Number Assignments**

The following is a list of personnel and their radio numbers:

**KEY PERSONNEL NUMBERING SYSTEM**

| | | |
|---|---|---|
| Fire Chief | Chief1 | Robert Isbell |
| Assistant Fire Chief | Chief2 | Charles Dittman |
| Assistant Fire Chief | Chief3 | Shane Glaiser |
| Battalion Chief – Spec Ops | Chief4 | Steven Jewell |
| Chaplain | 109 | |
| | | |
| Shift Commander | Batt 1 | -- |
| Shift Commander | Batt 2 | -- |
| Battalion Chief | 111 | Billy Colburn |
| Battalion Chief | 112 | Rob Eggeling |
| Battalion Chief | 113 | James Gossard |
| Battalion Chief | 114 | Howard Cruse |
| Battalion Chief | 115 | John Dittman |
| Battalion Chief | 116 | Richard Rago |
| | | |
| Fire Marshal | 120 | Dennis Kincheloe |
| Assistant Fire Marshal | 121 | Mark Selby |
| Fire Inspector | 122 | Gary Wallis |
| Fire Inspector | 123 | Mike Heard |
| Fire Inspector | 124 | Ben Davis |
| Fire Inspector | 125 | Ricky Virgne |
| | | |
| Battalion Chief | 130 | Gunther von Seltmann |
| Training Officer | 131 | Mark Jaeger |
| Training Driver | 132 | Ryan Hamilton |
| EMS Coordinator | 133 | Johnny Davidson |
| | | |
| Logistics Manager | 140 | -- |
| Logistics Officer | 141 | Karen Johnson |
| Logistics Officer | 142 | Zaira Amado |
| Logistics Officer | 143 | -- |
| | | |
| Emergency Preparedness Coordinator | 150 | No Radio |

Interlocal Agreement between Williamson County and the City of Round Rock for a one time Purchase by the City of Round Rock for Philips MRX Defibrillator Parts.

| DESCRIPTION | Quantity | QUANTITY | COST |
|---|---|---|---|
| MONITOR BATTERY M3538A | 24 | $48.92 | $1,174.08 |
| MONITOR PAPER | 109 | $0.00 | $0.00 |
| POWER CORD | 2 | $0.00 | $0.00 |
| MEMORY CARD | 6 | $24.00 | $144.00 |
| NIBP CONNECTOR CABLE M1598B | 12 | $10.44 | $125.28 |
| SPO2 ADAPTER CABLE | 12 | $25.74 | $308.88 |
| QCPR METER | 12 | $184.80 | $2,217.60 |
| SPO2 PEDI PERMANENT | 12 | $37.75 | $453.00 |
| SPO2 ADULT PERMANENT | 12 | $37.75 | $453.00 |
| TRUNK CABLE | 12 | $37.92 | $455.04 |
| CHEST LEADS | 12 | $19.78 | $237.36 |
| LIMB LEADS | 12 | $17.58 | $210.96 |
| TEST LOAD | 6 | $17.77 | $106.62 |
| MRX KIT 75MM PRINTER GREY | 1 | $0.00 | $0.00 |
| SPO2 DISPOSABLE ADULT | 96 | $4.35 | $417.60 |
| SPO2 DISPOSABLE INFANT | 59 | $5.25 | $309.75 |
| ADULT MFP | 65 | $6.13 | $398.45 |
| PEDI MFP | 17 | $6.13 | $104.21 |
| BLACK SOFT CASE | 2 | $103.50 | $207.00 |
| | | | **$7,322.83** |

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