

## **PURCHASING COOPERATIVE INTERLOCAL AGREEMENT**

This Purchasing Cooperative Interlocal Agreement ("Agreement") is by and between Sheriffs' Association of Texas, a 501(c) organization ("SAT"); and Williamson County, Texas, a political subdivision of the State of Texas ("Williamson County") acting by and through their authorized officers.

### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government or a local cooperative organization satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

**WHEREAS**, except for competitively bid contracts that are renewable, each party has and will on regular basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a Cooperative Purchasing Program which will allow Williamson County to purchase goods and services under SAT's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

**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;

**WHEREAS**, the governing bodies of each party find that the subject of this Agreement 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 Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

## **ARTICLE I PURPOSE**

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow Williamson County to purchase goods and services under SAT's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

## **ARTICLE II TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## **ARTICLE III APPOINTMENT OF PURCHASING AGENT; BIDDING PROCEDURES AND SPECIFICATIONS**

Williamson County hereby makes, constitutes and appoints SAT as its true and lawful purchasing agent for the purchase of specific goods and/or services using bid contracts. SAT will maintain a listing of bid contracts which are available for Williamson County's use and will forward a copy of requested bid contracts to Williamson County. Williamson County agrees that SAT shall serve as the purchasing agent for selected goods and/or services, and agrees that the bidding shall be conducted by SAT according to its usual bidding procedures and in accordance with applicable state of Texas statutes. Furthermore, Williamson County agrees that all specifications for selected goods and/or services shall be determined by SAT.

## **ARTICLE IV DESIGNATION OF REPRESENTATIVES**

The SAT's designated represented is authorized to act on behalf of SAT in all matters relating to this Cooperative Purchasing Program and the Williamson County Judge or his designee is authorized to act on behalf of Williamson County in all matters relating to this Cooperative Purchasing Program.

## **ARTICLE V PURCHASING AND PAYMENT TERMS**

Williamson County agrees to pay the supplier directly for all goods and/or services received under a contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. The successful bidder or bidders shall bill Williamson County directly for all goods and/or services purchased.

**ARTICLE VI  
RESPONSIBILITY FOR VENDOR'S COMPLIANCE**

Williamson County shall be responsible for a vendor's compliance with all conditions of delivery and quality of the goods and/or services purchased.

**ARTICLE VII  
TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

**ARTICLE VIII  
LIMITATION LIABILITY**

The parties hereto shall hold harmless each other and each of their representatives, officers, directors, agents, employees, county commissioners, and county judges, etc., from and against any and all claims, demands and causes of action asserted by any party (including, but not limited to, employees of either party) that arise out of or are related to this Agreement and are caused by or arise out of negligent acts or omissions or willful misconduct and result in personal injury (including bodily injury), illness, death, property loss, economic loss, damage, or any civil fines or penalties imposed by any governmental agency, officer, or court of law.

**ARTICLE IX  
MISCELLANEOUS**

**9.1 Relationship of Parties:** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**9.2 Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

**9.3 Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

**9.4 Severability:** In the event 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**9.5 Assignment:** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

**9.6 No Third Party Beneficiaries:** This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

**9.7 Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

**9.8 Construction:** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

**9.9 No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**9.10 Governing Law:** 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. Furthermore, 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.

**9.11 Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

**9.12 Recitals:** The recitals to this Agreement are incorporated herein.

**9.13 Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 19<sup>th</sup> day of November, 20 20.

**SHERIFF'S ASSOCIATION OF TEXAS**

By: 

Printed Name: Steve Westbrook

Title: Executive Director

Address:

1601 S. IH 35  
Austin, TX 78741

EXECUTED this \_\_\_\_\_ day of Dec 8, 2020, 20 \_\_\_\_.

**WILLIAMSON COUNTY, TEXAS**

By: 

Judge Bill Gravell Jr. (Dec 8, 2020 16:07 CST)

Bill Gravell, Jr.,  
Williamson County Judge  
710 Main Street, Suite 105  
Georgetown, Texas 78626

# Agenda item #21, 12.08.2020, ILA Purchasing Coop, Sheriff's Association of Texas Procurement Program

Final Audit Report

2020-12-08

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