

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND WILLIAMSON COUNTY APPRAISAL DISTRICT**

This Interlocal Agreement (the "Agreement") is made and entered by and between Williamson County, Texas ("County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, and Williamson County Appraisal District ("WCAD"), and pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§791.001 – 791.030. County and WCAD are referred to herein collectively as "Parties" and individually as a "Party."

RECITALS

WHEREAS, the County desires WCAD's assistance in purchasing certain materials, goods or services and WCAD desires the County's assistance in purchasing certain materials, goods or services;

WHEREAS, the County and WCAD currently purchase certain materials, goods, and services from various businesses ("Vendors") under executed County and WCAD contracts;

NOW THEREFORE, the County agrees to allow WCAD to utilize its current contracts and the County agrees to allow WCAD to utilize its current contracts in order to increase the efficiency and effectiveness of government.

TERMS

- I. Each Party agrees to supply the other Party with information concerning contracts each Party currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the Party currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate a Party to purchase any materials, goods, or services from any particular Vendor. A Party shall not, under any circumstances, be obligated to procure any materials, goods, or services for the other Party nor to include the other Party in any procurement effort. Each Party reserves the right, in its sole discretion, to terminate any or all of its contracts with any Vendor(s) without the prior written notice or approval of the other Party. Neither Party owes the other Party any obligation whatsoever for the use of its contracts. Neither Party owes compensation to the other Party for the use of its current executed contracts. Neither Party shall enter into any contract allowing any third party including, but not limited to other municipalities, agencies, departments, counties, cooperative purchasing organizations or other governmental entities, the use of the other Party's contracts through the utilization of this Agreement.
- II. Each Party requesting Vendor to supply materials, goods, or services (the "Requesting Party") under an executed contract from the other Party ("Contracting Party") will enter into a contract with the Vendor. Each Vendor, in its own discretion, must agree to allow the Requesting Party to purchase materials, goods, or services under the contract between the Vendor and the Contracting Party. Each Party understands that all the materials, goods, or services procured using the other Party's executed contract shall be procured by the Party in accordance with all applicable federal, state, and local

laws, rules, regulations, or ordinances, including but not limited to the County Purchasing Act Tex. Loc. Gov't Code §§ 262.021, *et. seq* as amended.

- III. Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by the Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and the Requesting Party shall be handled between the Requesting Party and Vendor. Vendors shall bill the Requesting Party directly for all materials, goods, or services ordered by it. The Requesting Party understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to Chapter 2251 of the Texas Local Government Code.
- IV. **EACH PARTY SHALL BE RESPONSIBLE FOR ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE PARTY'S EMPLOYEES, OFFICIALS, AGENTS OR SUBCONTRACTORS ARISING OUT OF OR UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A VENDOR; COMMITTED BY THE PARTY OR ITS EMPLOYEES, OFFICIALS, AGENTS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH IT EXERCISES CONTROL.**
- V. Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.
- VI. This Agreement is governed by the laws of the State of Texas. The forum for any action under or related to this Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to this Agreement is in a state or federal court of competent jurisdiction in Williamson County.
- VII. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall not be effective except a subsequent written modification signed by both Parties. However, any alternations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.
- VIII. The term of this Agreement shall commence upon approval of all Parties and shall run for the next consecutive twelve (12) months. The Agreement shall automatically renew each year unless terminated.
- IX. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other Party to this Agreement. The obligations of the Requesting Party to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligations incurred under the Contracting Party's contracts, until performed or discharged by the Requesting Party.
- X. Any notice required to be given under the provisions of this Agreement shall be in writing

and shall be duly served when it shall have been personally delivered to the address below, or mailed, with proper postage prepaid thereon, and duly registered or certified, return receipt requested, addressed to the County or WCAD at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

a. To Williamson County:

Williamson County
Attn: County Judge
710 Main Street
Georgetown, Texas 78626

b. To Williamson County Appraisal District:

Williamson County Appraisal District
625 FM 1460
Georgetown, Texas 78626-8050

Either Party may designate a different address by giving the other Party ten (10) days written notice.

- XI. If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.
- XII. The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

IN WITNESS that is Agreement shall be effective as of the date of the last party's execution below.

SIGNATURES TO FOLLOW

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
Bill Gravell, Jr., County Judge

Date Signed: _____

WILLIAMSON COUNTY APPRAISAL DISTRICT

By: Lora Weber
Lora Weber, Vice Chairman

Date Signed: 6/13/24