
WILLIAMSON COUNTY PURCHASE CONTRACT FOR LAMPASAS COUNTY

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Lampasas County, Texas** ("Lampasas County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. Williamson County and Lampasas County are herein referred to collectively as the "Parties" and individually as "Party." Lampasas County agrees to purchase and Williamson County agrees to sell goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Williamson County shall provide Lampasas County with four (4) antique vertical filing cabinets ("Cabinets") for the purchase price of Fifty Dollars (\$50) per cabinet. The Cabinets are sold "as-is" with no warranties, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Lampasas County is responsible for picking up the Cabinets at the Williamson County Clerk's Office located at 405 Martin Luther King Jr Steet, Georgetown, Texas. The risk of loss or damage to the Cabinets pass to Lampasas County upon Lampasas County's pickup of the Cabinets at the forementioned location.

Should the Lampasas County choose to purchase goods in addition to those described above, such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by Lampasas County for the additional goods.

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: Lampasas County shall pay Williamson County for Fifty Dollars (\$50.00) for each cabinet for a combined total of Two Hundred Dollars (\$200.00).

Payment for the goods 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 County receives the goods under the contract; or (2) the date the Williamson County Auditor *receives an invoice

for the goods. Interest charges for any overdue payments shall be paid by 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 first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of either Party.

V.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

VI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

VII.

Severability: In case any one or more of the provisions contained in this Contract 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 Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

VIII.

Right to Audit: The Parties agrees that either party or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of the other Party are directly pertinent to the goods to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agrees that each Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Each Party shall give the other Party reasonable advance notice of intended audits.

XIV.

No Assignment: Neither Party may assign this Contract.

XV.

Damage to County Property: Lampasas County shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Lampasas County and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any delivery of goods pursuant to this Contract. Lampasas County shall notify Williamson County in writing of any such damage within one (1) calendar day.

XVI.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the Party's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the Party.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell
Bill Gravell (Aug 22, 2024 11:27 CDT)

Authorized Signature

Bill Gravell

Printed Name

Date: Aug 22, 2024

LAMPASAS COUNTY:

Randall J. Hoyer
Authorized Signature

Randall J. Hoyer
Printed Name

Date: 08/12/2024