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**WILLIAMSON COUNTY  
SERVICES AND GOODS CONTRACT  
Kofile Technologies, Inc.**

( [REDACTED] )

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**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 SERVICES AND GOODS CONTRACT** (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Kofile Technologies, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached [REDACTED] being marked as **Exhibit “A,”** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

## II.

**Goods:** Service Provider shall supply the County the goods described in Exhibit “A,” provided to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit “A,”, such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

## III.

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before December 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

## IV.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in Exhibit “A” and in accordance with the **Interlocal Cooperative Purchasing Agreement Between Denton County and Wiliamson County of November 05, 2024** attached as **Exhibit “B”**. The not-to-exceed amount for the life of this contract shall be Three Million, Thirty-Nine Thousand, Four Hundred Fourteen Dollars and Eighteen Cents (\$3,039,414.18).

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 County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

## V.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000
<i>(including premises, completed operations and contractual)</i>		
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

## IX.

**Compliance With All Laws:** Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

## X.

**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.

## XI.

**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.

## XII.

**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.

## XIII.

**Right to Audit:** Service Provider agrees that the County 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 Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

## XIV.

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XV.**

**No Assignment:** Service Provider may not assign this Contract.

**XVI.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XVII.**

**Foreign Terrorist Organizations:** Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**XVIII.**

**Public Information:** Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

**XIX.**

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

**XX.**

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

**XXI.**

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf](http://WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf) ([wilco.org](http://wilco.org)). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

## XXII.

**Entire Contract & Incorporated Documents; Conflicting Terms:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached [REDACTED], marked as **Exhibit "A"**;
- B. Interlocal Cooperative Purchasing Agreement Between Denton County and Wiliamson County of November 05, 2024, marked as **Exhibit "B"**;
- C. Insurance certificates evidencing coverages required herein above and
- D. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

## XXIII.

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

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

### WILLIAMSON COUNTY:



Authorized Signature

Steve Snell

County Judge/Presiding Officer

Date: Aug 5, 2025, \_\_\_\_\_ 20\_\_\_\_

### KOFILE TECHNOLOGIES, INC.:



Authorized Signature

Dick Surdykowski, Jr, CRO

Printed Name

Date: July, 25 2025

**Approved as to Legal Form**  
**JACQUELINE LENTZ**  
**General Counsel, Commissioners Court**  
Date: Jul 28 2025 Time: 10:03 am

**Reviewed by Contract Audit**  
**SARA GREER, CGAP**  
**Contract Auditor**  
**Williamson County Auditor's Office**  
Date: Jul 28 2025 Time: 9:54 am

## **Exhibit “A”**







6300 Cedar Springs Road, Dallas , TX, 75235

QUOTE DATE: 7/18/2025  
EXPIRATION DATE: 10/16/2025

SALES ORDER #: 11918696  
OPPORTUNITY #: P323195

### Kofile Addendum Proposal

#### Customer Information

Customer: Williamson County Clerk | TX

Billing Terms: Kofile will invoice the total fees due upon each delivery. 50% expected on or before 9/30/25 Approx. Case Range 3700-6932. Final Delivery 50% On or before 12/30/25 Remaining Case Range 6933-10850 Actual pricing and fees may vary based upon the actual quantity or condition of records.

Billing Address: P.O. Box 647 Jarrell, Texas 76537

Shipping Address: 405 MLK, Georgetown TX 78626

<u>Primary Contact</u>	
<u>Name</u>	Nancy Rister
<u>Title</u>	County Clerk
<u>Telephone</u>	512-943-1520
<u>Email</u>	nrister@wilco.org

<u>Kofile Sales Rep</u>	
<u>Name</u>	Billy Gerwick
<u>Address</u>	6300 Cedar Springs Road, Dallas , TX, 75235
<u>Telephone</u>	(832) 373-9124
<u>Email</u>	billy.gerwick@kofile.com

Dear Nancy Rister,

This proposal addresses Williamson County Clerk | TX's critical records and is presented by Kofile Technologies, Inc. {Kofile}. Note that prices for the inventory herein are good for 90 days from the date of this proposal. Critical Records Management is a modern approach to addressing diverse public records requirements. Kofile is trusted by over 3,000 government agencies as a consultant and partner and is the only supplier that offers this full suite of products and services. Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute Conservation (AIC).

**Delivery 50% On or before 9/30/25 Approximate Case Range 3700- 6932**  
**Delivery 50% On or before 12/30/25 Remaining Case Range 6933-10850**

## SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Record Series	Service	Scope of Work
Probates	Flat File Preservation	<ul style="list-style-type: none"><li>• Inspect and log each item upon receipt.</li><li>• Separate case files by hand into singular sheets.</li><li>• Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.</li><li>• Surface clean sheets according to in accordance with the Code of Ethics &amp; Guidelines for Practice of the American Institute for Conservation (AIC).</li><li>• Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.</li><li>• Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.</li><li>• Deacidify sheets with Kofile's proprietary solution Bookkeepers®.</li><li>• Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.</li><li>• Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.</li></ul>
Probates	Flat File Preservation	<ul style="list-style-type: none"><li>• Inspect and log each item upon receipt.</li><li>• Separate case files by hand into singular sheets.</li><li>• Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.</li><li>• Surface clean sheets according to in accordance with the Code of Ethics &amp; Guidelines for Practice of the American Institute for Conservation (AIC).</li><li>• Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.</li><li>• Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.</li><li>• Deacidify sheets with Kofile's proprietary solution Bookkeepers®.</li><li>• Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.</li><li>• Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.</li></ul>

## PROJECT PRICING



Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Record Series	Volume(s)	Total # of Inventory	UOM	Total Estimated Quantity	Service	Estimated Total
Probates	3700-10225	6,526	Per Page	436,628	Flat File Preservation	\$2,803,151.76
Probates	10226-10850	625	Per Page	36,801	Flat File Preservation	\$236,262.42
<b>TOTAL:</b>						<b>\$3,039,414.18</b>

Net Total: \$3,039,414.18

Terms and Conditions: This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>

Billing Terms: Kofile will invoice the total fees due upon each delivery. 50% expected on or before 9/30/25 Approx. Case Range 3700-6932. Final Delivery 50% On or before 12/30/25 Remaining Case Range 6933-10850. Kofile's proposal pricing is a good-faith estimate based upon information provided to or understood by Kofile. Actual pricing and fees may vary based upon the actual quantity or condition of records.

<div>Customer Acceptance</div> <div></div> <div>Signature of Authorized Official</div> <div>Steve Snell</div> <div>Print Name of Authorized Official</div> <div>Williamson County Judge</div> <div>Title of Authorized Official</div> <div>Aug 5, 2025</div> <div>Date</div>	<div>Kofile Acceptance</div> <div></div> <div>Signature of Authorized Official</div> <div>Dick Surdykowski Jr.</div> <div>Print Name of Authorized Official</div> <div>Chief Revenue Officer</div> <div>Title of Authorized Official</div> <div>7/23/2025</div> <div>Date</div>
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**Exhibit “B”**  
**Interlocal Cooperative Purchasing Agreement**  
**Between**  
**Denton County and Wiliamson County of November 05, 2024**



**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT  
BETWEEN DENTON COUNTY AND WILLIAMSON COUNTY**

**STATE OF TEXAS**

**COUNTY OF DENTON**

THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT (the "Agreement") is made on the 5th day of November 2024, between the Denton County, and Williamson County; jointly referred to herein as "parties" and each separately as a "party."

WHEREAS, each party is authorized by Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"), to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing necessary materials and supplies;

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization;

WHEREAS, the parties recognize that participation in this cooperative purchasing program will be highly beneficial to the taxpayers of the parties through anticipated savings to be realized;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation;

WHEREAS, it is deemed in the best interest of all parties that said governments enter into a mutually satisfactory agreement for the purchase of certain materials and supplies; and

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;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

**I.**

**Purpose**

- A. The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

## **II.**

### **Duration of Agreement**

- A. This Agreement shall be in full force and effect from the date it is duly executed by all parties until terminated by either party to this Agreement. Any party may modify and/or terminate this Agreement in accordance with the following terms and conditions:
- The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
  - This Agreement may be terminated at any time by either party, with or without cause, upon thirty days' written notice to the other party. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent (i) as an attachment to an email or (ii) by certified mail to the address as listed herein:

Denton County:      Attn: Denton County Purchasing  
1 Courthouse Drive  
Suite 2300  
Denton, TX 76208  
Phone: 940-349-3130  
[purchasing@dentoncounty.gov](mailto:purchasing@dentoncounty.gov)

Williamson County:      Attn: Williamson County Purchasing  
100 Wilco Way  
Suite P101  
Georgetown, TX 78626  
[Purchase@wilco.org](mailto:Purchase@wilco.org)

## **III.**

### **Relationship of Parties**

- A. It is agreed that the parties, in receiving products and/or services specified in this Agreement, shall each act as an independent purchaser and shall have control of its needs and the way any such products and/or services are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the

utilization and/or cooperative solicitation of any supplier agreement obtained in accordance with Texas law.

- B. The parties shall notify, using the notice procedures set forth in Section II.A, all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the list of contracts available for cooperative purchasing.
- C. Each party shall ensure that all applicable laws and ordinances have been satisfied with respect to any action taken by such party pursuant to this Agreement.
- D. Nothing in this Agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this Agreement individually and on its own behalf.
- E. The Purchasing Director or their designee, is the official representative to act for Denton County in all matters relating to this Agreement.
- F. Purchasing Agent or their designee, is the official representative to act for Williamson County in all matters relating to this Agreement.

#### **IV.**

##### **Purchase of Goods and Services**

- A. All products and services shall be procured in accordance with all appropriate procedures governing competitive bids and competitive proposals, as required by the laws of the State of Texas.
- B. The parties will be able to purchase from those contracts established by the other party where notice has been given in the bid specifications and the successful bidder has accepted terms for cooperative purchasing agreements for local governments.
- C. The parties hereto agree that the ordering of products and services through this Agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly or, if deemed advantageous by the parties, to both parties.
- D. The parties agree to pay successful bidders directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by such party and shall not, by the execution of this Agreement, assume any additional liability.



- E. The parties do not warrant and are not responsible for the quality or delivery of products or services from the successful bidder. The participating parties shall receive all warranties provided by the successful bidder for the products or services purchased.
- F. If any dispute arises between individual parties and a successful bidder, such dispute shall be handled by and between the participating party's governmental body and the bidder.

## **V.**

### **Liability and Immunity Provisions**

- A. It is understood and agreed between the parties that each party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement. Neither party shall be responsible for any negligent act or omission of the other party or its employees in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.
- B. Notwithstanding the foregoing, each party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and are not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither party shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by law. Where injury or property damages results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.
- C. This Agreement is expressly made subject to the parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. 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 to create any legal rights or claim on behalf of any third party. Neither party waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas.

**VI.**  
**Miscellaneous**

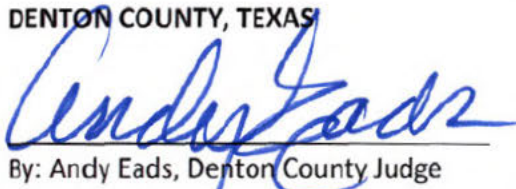
- A. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective party.
- B. In the event any one or more of the provisions contained in this Agreement shall be held, for any reason, 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.
- C. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the prior written consent of the other party.
- D. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in, or claims by, third parties who are not signatories to this Agreement.
- E. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any cause of action concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.
- F. This Agreement, together with any referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, has no legal force or effect whatsoever, unless properly executed in writing in accordance with Section II.A, and if appropriate, recorded as an amendment of this Agreement.
- G. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each provision hereof. No term of this Agreement shall be deemed waived or any breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver or excuse of any other different or subsequent breach.

- H. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- I. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.


*[Signature Page to Follow]*

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

DENTON COUNTY, TEXAS

  
By: Andy Eads, Denton County Judge

WILLIAMSON COUNTY, TEXAS

  
Bill Gravell (Oct 29, 2024 11:18 CDT)  
By: Bill Gravell Jr, Williamson County Judge



# DENTON COUNTY COMMISSIONERS COURT

11/05/2024

Month 24 Day 0 Year 1005

Court Order Number

14. D.

## THE ORDER:

Approval of the Cooperative Purchasing Agreement between Denton County, Texas, and Williamson County, Texas, and any appropriate action.

Motion by Falconer Seconded by Williams

County Judge  
Andy Eads

Yes X  
Abstain      
No      
Absent    

Commissioner Pct No 1  
Ryan Williams

Yes X  
Abstain      
No      
Absent    

Commissioner Pct No 2  
Kevin Falconer

Yes X  
Abstain      
No      
Absent    

Commissioner Pct No 3  
Bobbie J. Mitchell

Yes X  
Abstain      
No      
Absent    

Commissioner Pct No 4  
Dianne Edmondson

Yes X  
Abstain      
No      
Absent    

Motion Carried 6-0-0

Other Action: Pulled from Consent     No Action     Postponed    

BY ORDER OF THE COMMISSIONERS COURT:

Presiding Officer

APPROVED AS TO FORM:

Assistant District Attorney

ATTEST:

Juli Luke, County Clerk  
and Ex-Officio Clerk of the  
Commissioners Court of  
Denton County, Texas

BY: thante  
Deputy County Clerk



# Service Agreement\_Kofile\_Q-01623\_7.24.2025 (002)

Final Audit Report

2025-07-25

Created:	2025-07-25
By:	Mike Strachan (michael.strachan@kofile.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbVqMnnMiCzCsgoaPmQ72IZJ88eCZIIS-

## "Service Agreement\_Kofile\_Q-01623\_7.24.2025 (002)" History

-  Document created by Mike Strachan (michael.strachan@kofile.com)  
2025-07-25 - 6:18:32 PM GMT
-  Document emailed to Dick Surdykowski Jr (dick.surdykowski@kofile.com) for signature  
2025-07-25 - 6:19:13 PM GMT
-  Email viewed by Dick Surdykowski Jr (dick.surdykowski@kofile.com)  
2025-07-25 - 6:19:34 PM GMT
-  Document e-signed by Dick Surdykowski Jr (dick.surdykowski@kofile.com)  
Signature Date: 2025-07-25 - 7:32:31 PM GMT - Time Source: server
-  Agreement completed.  
2025-07-25 - 7:32:31 PM GMT