

**INTERLOCAL AGREEMENT  
BETWEEN GILLESPIE COUNTY AND TOM GREEN COUNTY**

**WHEREAS**, TOM GREEN COUNTY does enter into competitive bids for acquisition of various goods and services in accordance with Texas Local Government Code Section 262.023 “Competitive Bidding and Competitive Proposal Requirements”, as amended; and

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, authorizes interlocal agreements between local government agencies to perform governmental functions such as library and museum services; and Section 791.025 of the Texas Government Code does permit interlocal agreements between local governments for the purchase of goods and services and does satisfy the requirement of local governments to seek competitive bids for the purchase of such goods and services through Supplier Contracts; and

**WHEREAS**, GILLESPIE COUNTY now requests that TOM GREEN COUNTY allow GILLESPIE COUNTY to utilize and/or be incorporated into TOM GREEN COUNTY contracts as previously solicited by TOM GREEN COUNTY and awarded in accordance with State purchasing laws and any other contract previously solicited.

**NOW, THEREFORE, THIS INTERLOCAL AGREEMENT** is hereby made and entered into by and between GILLESPIE COUNTY and TOM GREEN COUNTY upon and for the mutual consideration as stated below:

A. DEFINITIONS.

1. Interlocal Agreement. This document titled the Interlocal/Cooperative Purchasing Agreement between GILLESPIE COUNTY and TOM GREEN COUNTY. A separate Interlocal Agreement shall be executed between each and every agency that wishes to utilize TOM GREEN COUNTY supplier agreements.
2. Supplier Agreement. An existing agreement between TOM GREEN COUNTY and a Vendor for the purchase of goods and services.
3. Vendor. An external business, entity or enterprise that supplies goods and/or services to TOM GREEN COUNTY that satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services.
4. Agency. A governmental entity in the State of Texas that desires to do business with TOM GREEN COUNTY and its Vendor(s).
5. GILLESPIE COUNTY. A governmental entity in the State of Texas.

6. TOM GREEN COUNTY. A governmental entity in the State of Texas.

B. INDEPENDENT ADMINISTRATION. For all goods and services purchased by GILLESPIE COUNTY, GILLESPIE COUNTY agrees, at its sole cost and expense, to independently administer the requested Supplier Agreement and to pay the Vendor directly for any and all related costs. GILLESPIE COUNTY agrees to pay for such goods and services from current revenues, in accordance with the terms and conditions of the Supplier Agreement and TOM GREEN COUNTY bid specifications. Each AGENCY shall be liable to the Vendor only for goods and services requested and received, and shall not, by the execution of this Master Agreement, assume any additional liability.

D. TERM. This Master Agreement shall be in effect from the date of execution until terminated by either party to the agreement upon written 30 days notice prior to cancellation. Either party may, without cause, terminate this Master Agreement with prior written notice of thirty (30) days to all parties, including to the Vendor of any Supplier Agreements being utilized.

E. DISPUTE RESOLUTION. In the event of a dispute or claim between TOM GREEN COUNTY'S Vendor and GILLESPIE COUNTY resulting from GILLESPIE COUNTY use of a TOM GREEN COUNTY Supplier Agreement, GILLESPIE COUNTY agrees to:

1. Provide written notice to TOM GREEN COUNTY within two (2) business days of any dispute or claim with a Vendor;
2. Use their good faith efforts and attempt to quickly resolve any and all disputes and claims with Vendor;

F. INDEPENDENT PARTY. GILLESPIE COUNTY and TOM GREEN COUNTY acknowledge that neither party is an agent, employee or joint enterprise of the other, and that 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 and this Master Agreement.

G. PROVISION OF GOODS AND SERVICES. TOM GREEN COUNTY will not provide any funds, equipment or personnel utilized in the acquisition of goods or services to GILLESPIE COUNTY under this Master Agreement and/or any Supplier Agreement.

H. NO WARRANTY. TOM GREEN COUNTY shall neither warrant nor be responsible for the quality or delivery of goods and/or services from a Vendor under any Supplier Agreement. The agency shall receive warranties provided directly by the Vendor, if any, for the goods and/or services purchased under a Supplier Agreement.

I. VENDOR APPROVAL. GILLESPIE COUNTY AND TOM GREEN COUNTY will be able to procure goods and/or services from those Supplier Agreements executed by each COUNTY where the Vendor has accepted the terms for cooperative purchasing agreements for local governments established by Texas law.

J. MISCELLANEOUS PROVISIONS.

1. Binding Agreement and Authority. This Master Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Master Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Master Agreement.
2. Amendment. This Master Agreement may not be amended except in a written instrument specifically referring to this Master Agreement and signed by the parties hereto.
3. Applicable Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action filed by either GILLESPIE COUNTY or TOM GREEN COUNTY shall lie in Fredericksburg or San Angelo, Texas. Nothing herein is intended to benefit any third party beneficiaries.
4. Immunity. This Master Agreement shall be expressly subject to TOM GREEN COUNTY'S Governmental Immunity and GILLESPIE COUNTY'S Governmental Immunity of the TEXAS CIVIL PRACTICES AND REMEDIES CODE, and all applicable federal and state law.
5. Severability. In the event that one (1) or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, this Master Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provisions of this Master Agreement, which shall remain in full force and effect.
6. TOM GREEN COUNTY has executed this Master Agreement pursuant to Commissioners Court Order No. \_\_\_\_\_, passed on the 28 day of April, 2009
7. GILLESPIE COUNTY has executed this Master Agreement pursuant to Commissioners Court Order No. \_\_\_\_\_, passed on the 13th day of April, 2009.

EXECUTED this the 28 day of April, 2009.

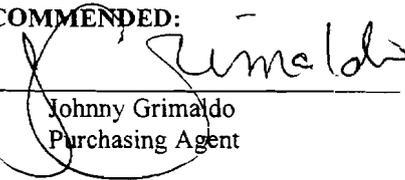
COUNTY OF TOM GREEN:

BY:   
Michael Brown  
County Judge

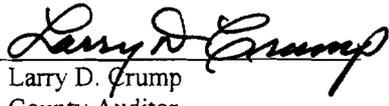
COUNTY OF GILLESPIE:

BY:   
Mark Stroehrer  
County Judge

RECOMMENDED:

BY:   
Johnny Grimaldo  
Purchasing Agent

RECOMMENDED:

BY:   
Larry D. Crump  
County Auditor