

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Ralph McBroom
TODAY'S DATE: November 2, 2021

COMMISSIONERS COURT

DEPARTMENT: Purchasing

SIGNATURE OF DEPARTMENT HEAD:

NOV 08 2021

Approved

REQUESTED AGENDA DATE: November 8, 2021

SPECIFIC AGENDA WORDING: Consideration and Approval of Interlocal Agreement Between Brazos County Texas and Johnson County Texas to facilitate cooperative purchasing of software for the Johnson County Sheriff's Office.

PERSON(S) TO PRESENT ITEM: Ralph McBroom C.P.M.

SUPPORT MATERIAL: (See attached)

TIME: 5 min

ACTION ITEM: X
WORKSHOP

(Anticipated number of minutes needed to discuss item)

CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:
AUDITOR:
PERSONNEL:
BUDGET COORDINATOR:

IT DEPARTMENT:
PURCHASING DEPARTMENT:
PUBLIC WORKS:
OTHER:

*****This Section to be completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

Interlocal Agreement

Contracting Parties:

Brazos County, Texas

Johnson County, Texas

Effective Date of Agreement: _____, 2021.

Statement of Services to Be Performed: Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act (the “Act”) authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services.

Brazos County and Johnson County desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services. It is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of supplies, equipment and services.

The participating governments cannot normally obtain the best possible purchase price for supplies, equipment and services acting individually and without cooperation and the participating governments are of the opinion that cooperation in the purchasing of supplies, equipment and services will be beneficial to the tax payers of the governments through efficiencies and potential savings to be realized.

Role of Brazos County

1. Administrative duties as may be necessary to lawfully facilitate processing and preparation of any bids or proposals as may be required for the purchase of any commodity provided.
2. Designate a contact person as the county’s representative.

Role of Johnson County

1. Designate a contact person as the entity’s representative.
2. Pay by invoice within thirty days the cost of any items or services purchased through the county contract.
3. Issue purchase orders and pay by invoice directly to the supplier of goods on those items that are invoiced and delivered directly to Johnson County.
4. Accept shipments of products from the vendor in accordance with purchasing procedures.
5. Each party to this Agreement must make any payments required hereunder from current revenues available to the paying party.

Effective Date and Term: This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and in effect for one (1) year and shall be automatically renewed for successive one-year terms at the end of each successive term unless either party provides thirty days prior notice written of non-renewal. The Term of this Agreement shall not exceed a total of five (5) years. Any amendment of this Agreement must be approved and signed by both parties.

Termination: This Agreement may be terminated with or without cause by either party upon thirty (30) days prior written notice or may also be terminated for cause at any time upon written notice stating the reason for and effective date of such termination and after giving the breaching party a thirty (30) day period to cure any breach.

Hold Harmless: The Parties each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees for injury or death of any person, for damage to any property arising out of or in connection with the work done under this Agreement.

The Parties understand and agree that each Party is a "Governmental Unit" as that term is defined in Section 101.001(3) of the Texas Civil Practice Code. The Parties further understand and agree that they are entitled to the rights, protections and limitations which Title 5 of the Texas Civil Practice and Remedies Code provides for Governmental Units, including the protections and limitations afforded under Chapter 101 of the Texas Civil Practice and Remedies Code. The Parties agree to indemnify and hold the other Party and its officers, trustees, directors, employees and agents harmless from claims, demands, causes of action, suits, damages, costs and attorney fees in favor of any third party subject to the following: (a) the Party's obligation to indemnify extends only to those claims, demands, suits, causes of action, damages, costs or attorney fees which arise out of or are connected with their own acts or negligence; and (b) the Party's obligation to indemnify is subject to Title 5 of the Texas Civil Practice and Remedies Code.

Notwithstanding anything which may be construed to the contrary herein, the Party's liability to indemnify will only exist to the extent permitted by the Constitution and laws of the State of Texas.

Authorization: The Brazos County Commissioners Court has delegated the authority to approve this Agreement to the Purchasing Agent and such person has authority to execute and enter into this Agreement on behalf of the County.

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 organizations.

Miscellaneous:

Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the Parties.

Entire Agreement. It is understood that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the County, either before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of each Party.

Texas Law. This Agreement has been made under and shall be governed by the laws of the State of Texas.

Place of Performance. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

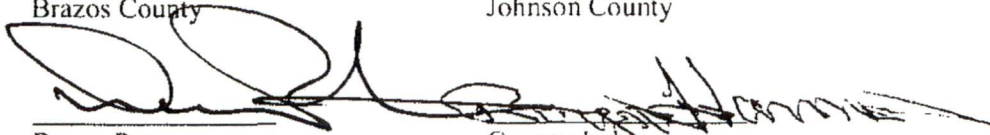
Waiver. Failure of either Party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the County thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or 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 of or excuse of any other different or subsequent breach.

Assignment. This Agreement and the rights and obligations contained herein may not be assigned by either Party without the prior written approval of the other Party.

Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Brazos County

Johnson County



Duane Peters
County Judge

County Judge

Date: 11/16/21

Date: 11-8-2021

Contact Persons:

Charles Wendt,
Brazos County Purchasing Agent
200 S. Texas Ave. Suite 352
Bryan, TX 77803

Resolution

A resolution of Brazos County, Texas, approving the terms and conditions of an Interlocal Agreement with Johnson County providing for the purchase of supplies, equipment and services. Designating Charles Wendt, Purchasing Agent, as representative of Brazos County relating to this program.

WHEREAS, Brazos County has been presented a proposed Interlocal Agreement by and between Johnson County and Brazos County, are hereby in all things approved.

WHEREAS, Johnson County, Texas pursuant to the authority granted under Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, (the "Act"), as amended, desires to participate in the described purchasing cooperative offered by Brazos County, and in the opinion that participation in this program offered will be highly beneficial to the taxpayers through the anticipated savings and improved efficiency to be realized.

NOW, THEREFORE BE IT RESOLVED BY BRAZOS COUNTY, TEXAS

Section I. The terms and conditions of the Agreement having been received by Brazos County and found to be acceptable and in the best interest of Brazos County and its citizens are hereby in all things approved.

Section II. Charles Wendt, Brazos County Purchasing Agent is hereby authorized to manage and administrate all matters related to the Agreement including the designation of specific contracts in which Brazos County desires to participate.

Section III. This resolution shall become effective from and after its passage.

Duly passed and approved this Nov. 16, 2021.

ATTEST:

A handwritten signature in black ink, appearing to read 'Duane Peters', is written over a horizontal line. The signature is stylized and extends to the right.

Duane Peters
Brazos County Judge