STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND FORT BEND COUNTY ASSISTANCE DISTRICT NO. 19 REGARDING PROCUREMENT AND GOVERNMENTAL ADMINISTRATIVE FUNCTIONS

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court (hereinafter referred to as the "County"), and the Fort Bend County Assistance District No. 19 (hereinafter referred to as the "District"), a political subdivision of the State of Texas, acting herein by and through its Board of Directors.

RECITALS

WHEREAS, the District desires the County's assistance in purchasing certain goods and services, and performing certain other governmental administrative functions; and

WHEREAS, the governing bodies of the County and the District have duly authorized this Agreement; and

WHEREAS, the parties find that this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the District and the County hereby agree as follows:

AGREEMENT

Section 1. Purpose

The purpose of this Agreement is to outline the terms of the County's assistance in purchasing certain goods and services, and performing certain other governmental administrative functions on behalf of the District.

Section 2. Incorporation of Recitals

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

Section 3. Procurement of Goods and Services

A. District herby appoints County its true and lawful purchasing agent for the purchase of certain goods and services through County's purchasing program, as enumerated through submission to Fort Bend County's Purchasing Agent through a duly executed purchase order, order form or resolution. Purchasing Agent authorized to bind District consistent with authority to bind County as the County's Purchasing Agent, and all goods and services purchased under the vendor agreements and conditions hereunder shall be in accordance with specifications established by the County.

B. The goods and services shall be procured in accordance with Texas State Law and procedures established by the County and the costs for goods and services purchased by the District pursuant to this Agreement shall be the prices as reflected by contract executed by the County.

Section 4. Payment for Goods and Services

A. The goods and services will be purchase for the price stated in the contract received and awarded by the County to vendor. The District agrees to pay the vendor for all goods and services delivered and requested by the County on behalf of the District, in accordance with the price specified in the District's contract with the vendor. The District agrees to pay in accordance with Chapter 2251 of the Texas Government Code.

B. Ownership (title) of goods and materials purchased by the District shall transfer directly from the contracted vendor to the District.

C. All payments of purchases of goods and services by the District shall be made from revenue then currently available to it.

D. To facilitate the payment of purchases and goods by the District, District hereby appoints the County Auditor to pay vendors under the County's standard procedures for processing County payments.

Section 5. Miscellaneous

A. This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modification concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto

B. The initial term of this Agreement shall commence upon approval of both entities and end September 30, 2019, renewing annually, automatically, by extending the termination date by one (1) year. Either party may terminate at any time by providing the other party at least thirty (30) days' notice.

C. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

D. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 6. Execution

This Agreement has been executed by the District and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the dated executed by the final party.

[THE REMAINDER OF THIS PAGE INTENTIONALL LEFT BLANK.]

FORT BEND COUNTY

By: _____
KP George, County Judge

_____
Date

ATTEST:

_____
Laura Richard, County Clerk

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 19

By: _____
KP George, County Judge

_____
Date

ATTEST:

_____
Laura Richard, County Clerk

APPROVED:

_____
Debbie Kaminski, CPPB, Purchasing Agent

APPROVED:

_____
Robert Ed Sturdivant, County Auditor