

**ARTICLE II.
TERMS AND CONDITIONS OF PURCHASE**

- 2.1 In addition to the other terms and conditions contained in this Agreement, the amounts and kinds of goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the contract used by CITY OF MISSOURI CITY, and CITY OF MISSOURI CITY shall be responsible for and shall incur all cost for the preparation of specifications, public advertisement and such other administrative duties as may be necessary to facilitate the materials and services hereunder. CITY OF MISSOURI CITY shall also be responsible for receiving, opening and awarding contracts. Upon request, specifications, tabulations and all other documents relating thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to FORT BEND COUNTY at all reasonable times for inspection.
- 2.2 CITY OF MISSOURI CITY agrees that it shall award contracts, for items which it had previously designated for purchase, in accordance with applicable Texas State Law.
- 2.3 Nothing herein shall obligate FORT BEND COUNTY to purchase any materials or services from CITY OF MISSOURI CITY nor shall CITY OF MISSOURI CITY be obligated to include FORT BEND COUNTY in any procurement effort.
- 2.4 FORT BEND COUNTY shall not be obligated to compensate CITY OF MISSOURI CITY for any of the costs or expenses of its procurement procedure.

**ARTICLE III.
RESPONSIBILITY**

FORT BEND COUNTY and CITY OF MISSOURI CITY agree that the ordering of supplies, services and materials purchased pursuant to this Agreement shall be their individual responsibility and that any dispute arising between contracted vendor and FORT BEND COUNTY shall be handled between FORT BEND COUNTY and the contracted vendor. Contracted vendors shall bill FORT BEND COUNTY directly for the materials or services ordered by it.

**ARTICLE IV.
LIABILITY**

Both parties shall be responsible to the contracted vendor only for supplies, services or materials ordered by and received by it, and shall not by the execution of this Agreement assume any liability or waiver any rights under the applicable contract or as provided by law.

**ARTICLE V.
PRICE AND PAYMENT OF GOODS AND SERVICES**

- 5.1 The goods and services will be purchased for the price stated in the contract received and awarded by CITY OF MISSOURI CITY to vendor. FORT BEND COUNTY agrees to pay vendor directly for all goods and services delivered, requested or picked up by FORT BEND COUNTY in accordance with the price specified in CITY OF MISSOURI CITY'S contract with the vendor. FORT BEND COUNTY agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.

- 5.2 Ownership (title) of material purchased by FORT BEND COUNTY shall transfer directly from the contracted vendor to FORT BEND COUNTY.
- 5.3 All payments for purchases of goods and services by FORT BEND COUNTY shall be made from revenue then currently available to it.

**ARTICLE VI.
APPLICABLE LAWS**

FORT BEND COUNTY and CITY OF MISSOURI CITY agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

**ARTICLE VII.
ENTIRE AGREEMENT**

This Interlocal Agreement, as provided herein, constitutes the complete agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

**ARTICLE VIII.
DURATION**

- 8.1 The period of this Interlocal Agreement shall commence upon approval of both entities, and shall automatically renew on the execution date of each year.
- 8.2 FORT BEND COUNTY or CITY OF MISSOURI CITY may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of FORT BEND COUNTY, to pay contracted vendor for all good and services purchased pursuant to this Agreement, if any, prior to such notice shall survive such cancellations, as well as any other obligation incurred under this applicable purchase contracts, until performed or discharged by FORT BEND COUNTY.

**ARTICLE IX.
CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal and state law or regulations are automatically incorporated into this Agreement without written amendment thereto, and shall become effective on the date designated by such law or regulation.

**ARTICLE X.
NOTIFICATION**

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested.

Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section.

To FORT BEND COUNTY:

Fort Bend County
Attn: Purchasing Agent
301 Jackson Street, Suite 201
Richmond, Texas 77469

With copy to:

Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

To CITY OF MISSOURI CITY:

City of Missouri City
Attn: City Manager
1522 Texas Parkway
Missouri City, Texas 77489

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid.

**ARTICLE XI.
SEVERABILITY**

Both parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this agreement, which shall continue in force and effect.

**ARTICLE XII.
FORCE MAJEURE**

To the extent that either party to this agreement shall be wholly or partially prevented from the performance within the time specified of any obligation or duty placed on such party by reason of strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until disability to perform is removed.

{Execution Page Follows}

**ARTICLE XIII.
EXECUTION**

This instrument, in duplicate originals, has been executed by the parties hereto as follows. This agreement shall not be effective until executed by all parties.

FORT BEND COUNTY, TEXAS

By: _____
KP George, County Judge

ATTEST:

Date: _____

Laura Richard, Fort Bend County Clerk

APPROVED: FORT BEND COUNTY PURCHASING AGENT

By: 

Jaime Kovar, Purchasing Agent

Date: 6/2/23

CITY OF MISSOURI CITY, TEXAS

By: _____

ATTEST:

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF MISSOURI CITY

On this the _____ day of _____, 2023, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner _____; seconded by Commissioner _____, duly put and carried.

IT IS ORDERED that the Fort Bend County Judge execute the Interlocal Agreement between Fort Bend County and City of Missouri City for assistance in purchasing certain governmental administrative functions, goods or services; said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

APPROVED BY COMMISSIONERS COURT this _____ day of _____, 2023.

KP George
County Judge

Vincent Morales
County Commissioner, Precinct 1

Grady Prestage
County Commissioner, Precinct 2

Andy Meyers
County Commissioner, Precinct 3

Dexter McCoy
County Commissioner, Precinct 4

ATTEST:

Laura Richard, County Clerk