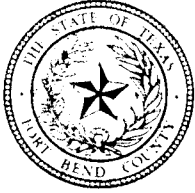


10/9/09 2 originals each returned to Cheryl at Purchasing



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

September 1, 2009

COUNTY JUDGE
RECEIVED
OCT 01 2009

Mayor Kenneth Reid
City of Beasley
PO Box 122
Beasley, TX 77417

Re: Interlocal Participation Agreement by and between Fort Bend County,
Texas and the City of Beasley

Dear Mayor Reid:

Enclosed herewith are two copies of the "Interlocal Agreement Between Fort Bend County and City of Beasley", which we request you execute and return same to the undersigned in order that same be executed by Fort Bend County Judge, Robert Hebert. Upon execution by Judge Robert Hebert, a copy will be furnished to you for your records.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,

Gilbert D. Jalomo, Jr., CPPB
Fort Bend County Purchasing Agent

GDJ/cc
Enclosure

THE STATE OF TEXAS
COUNTY OF FORT BEND

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§
§

**INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND CITY OF BEASLEY**

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 and the CITY OF BEASLEY, a municipal corporation of the State of Texas, acting herein by and through their City Council.

WHEREAS, CITY OF BEASLEY desires FORT BEND COUNTY'S assistance in purchasing certain governmental administrative functions, goods or services; and,

WHEREAS, the governing bodies of CITY OF BEASLEY and FORT BEND COUNTY 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, CITY OF BEASLEY and FORT BEND COUNTY hereby agree as follows:

ARTICLE I.
PURCHASE OF CERTAIN MATERIALS AND SERVICES

- 1.01 CITY OF BEASLEY appoints FORT BEND COUNTY its true and lawful purchasing agent for the purchase of certain materials and services through FORT BEND COUNTY'S purchasing program, as enumerated through the submission to FORT BEND COUNTY'S purchasing agent through a duly executed purchase order, order form or resolution. This Agreement shall apply only to those materials and services which FORT BEND COUNTY desires to purchase for its own needs and for which CITY OF BEASLEY desires to purchase the same or similar materials and services under the same terms and conditions as would apply to FORT BEND COUNTY'S own purchases, and provided that the contracted vendor agrees to purchases in CITY OF BEASLEY under the contract between the vendor and FORT BEND COUNTY. All materials and services purchased under the vendor and conditions hereunder shall be in accordance with specifications established by FORT BEND COUNTY.
- 1.02 The materials and services shall be procured in accordance with Texas State Law and procedures established by FORT BEND COUNTY and the costs for materials and services purchased by CITY OF BEASLEY pursuant to this Agreement shall be the prices as reflected by contract executed by FORT BEND.

ARTICLE II.
TERMS AND CONDITIONS OF PURCHASE

- 2.01 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 FORT BEND COUNTY, FORT BEND COUNTY 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. FORT BEND COUNTY 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 CITY OF BEASLEY at all reasonable times for inspection.

- 2.02 FORT BEND COUNTY agrees that it shall award contracts, for items which it had previously designated for purchase, in accordance with applicable Texas State Law.
- 2.03 Nothing herein shall obligate CITY OF BEASLEY to purchase any materials or services from FORT BEND COUNTY nor shall FORT BEND COUNTY be obligated to include CITY OF BEASLEY in any procurement effort.
- 2.04 CITY OF BEASLEY shall not be obligated to compensate FORT BEND COUNTY for any of the costs or expenses of its procurement procedure.

ARTICLE III.
RESPONSIBILITY

FORT BEND COUNTY and CITY OF BEASLEY 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 CITY OF BEASLEY shall be handled between CITY OF BEASLEY and the contracted vendor. Contracted vendors shall bill CITY OF BEASLEY 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

- 5.01 The goods and services will be purchased for the price stated in the contract received and awarded by FORT BEND COUNTY to vendor. CITY OF BEASLEY agrees to pay vendor directly for all goods and services delivered, requested or picked up by CITY OF BEASLEY in accordance with the price specified in FORT BEND COUNTY'S contract with the vendor. CITY OF BEASLEY agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.02 Ownership (title) of material purchased by CITY OF BEASLEY shall transfer directly from the contracted vendor to CITY OF BEASLEY.
- 5.03 All payments for purchases of goods and services by CITY OF BEASLEY shall be made from revenue then currently available to it.

ARTICLE VI.
APPLICABLE LAWS

CITY OF BEASLEY and FORT BEND COUNTY 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.
WHOLE 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 to the parties.

ARTICLE VIII.
DURATION

- 8.01 The period of this Interlocal Agreement shall commence upon approval of both entities, and shall automatically renew.
- 8.02 CITY OF BEASLEY or FORT BEND COUNTY may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of CITY OF BEASLEY, 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 CITY OF BEASLEY.

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 CITY OF BEASLEY:
City of Beasley
Attn: Mayor
P.O. Box 122
Beasley, Texas 77417

To FORT BEND COUNTY:
County of Fort Bend
Attn: Gilbert Jalomo, Purchasing Agent
4520 Reading Road
Rosenberg, Texas 77471

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

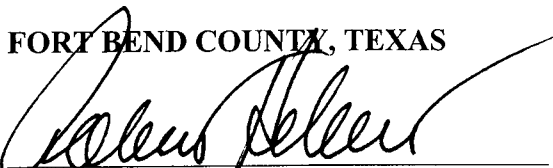
To the extent that either party to this agreement shall be wholly or partially prevented from the performance within the time specified of any obligation or duty placed on such party by reason of strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, 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.

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:


Robert E. Hebert, County Judge

Date:

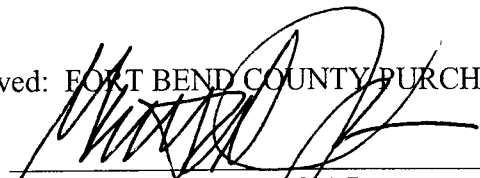
10-6-09

ATTEST:


Dianne Wilson, County Clerk

Approved: FORT BEND COUNTY PURCHASING AGENT

By:

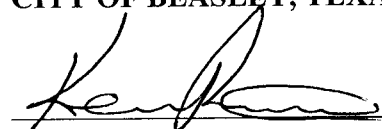

Gilbert D. Jalomo, Jr., CPPB

Date:

9-9-09

CITY OF BEASLEY, TEXAS

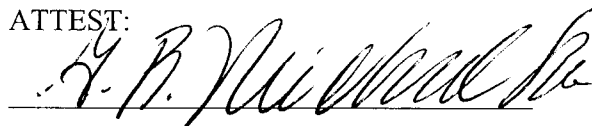
By:


Ken [unclear]

Date:

4-8-09

ATTEST:


G. B. [unclear]

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 BEASLEY**

On this the 6 day of Oct., 2009 the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Interlocal Agreement between Fort Bend County and City of Beasley 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.

THE STATE OF TEXAS
COUNTY OF FORT BEND

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**INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND CITY OF FULSHEAR**

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 and the CITY OF FULSHEAR, a municipal corporation of the State of Texas, acting herein by and through their City Council.

WHEREAS, CITY OF FULSHEAR desires FORT BEND COUNTY'S assistance in purchasing certain governmental administrative functions, goods or services; and,

WHEREAS, the governing bodies of CITY OF FULSHEAR and FORT BEND COUNTY 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, CITY OF FULSHEAR and FORT BEND COUNTY hereby agree as follows:

**ARTICLE I.
PURCHASE OF CERTAIN MATERIALS AND SERVICES**

- 1.01 CITY OF FULSHEAR appoints FORT BEND COUNTY its true and lawful purchasing agent for the purchase of certain materials and services through FORT BEND COUNTY'S purchasing program, as enumerated through the submission to FORT BEND COUNTY'S purchasing agent through a duly executed purchase order, order form or resolution. This Agreement shall apply only to those materials and services which FORT BEND COUNTY desires to purchase for its own needs and for which CITY OF FULSHEAR desires to purchase the same or similar materials and services under the same terms and conditions as would apply to FORT BEND COUNTY'S own purchases, and provided that the contracted vendor agrees to purchases in CITY OF FULSHEAR under the contract between the vendor and FORT BEND COUNTY. All materials and services purchased under the vendor and conditions hereunder shall be in accordance with specifications established by FORT BEND COUNTY.
- 1.02 The materials and services shall be procured in accordance with Texas State Law and procedures established by FORT BEND COUNTY and the costs for materials and services purchased by CITY OF FULSHEAR pursuant to this Agreement shall be the prices as reflected by contract executed by FORT BEND.

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

- 2.01 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 FORT BEND COUNTY, FORT BEND COUNTY 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. FORT BEND COUNTY 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 CITY OF FULSHEAR at all reasonable times for inspection.

- 2.02 FORT BEND COUNTY agrees that it shall award contracts, for items which it had previously designated for purchase, in accordance with applicable Texas State Law.
- 2.03 Nothing herein shall obligate CITY OF FULSHEAR to purchase any materials or services from FORT BEND COUNTY nor shall FORT BEND COUNTY be obligated to include CITY OF FULSHEAR in any procurement effort.
- 2.04 CITY OF FULSHEAR shall not be obligated to compensate FORT BEND COUNTY for any of the costs or expenses of its procurement procedure.

ARTICLE III.
RESPONSIBILITY

FORT BEND COUNTY and CITY OF FULSHEAR 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 CITY OF FULSHEAR shall be handled between CITY OF FULSHEAR and the contracted vendor. Contracted vendors shall bill CITY OF FULSHEAR 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

- 5.01 The goods and services will be purchased for the price stated in the contract received and awarded by FORT BEND COUNTY to vendor. CITY OF FULSHEAR agrees to pay vendor directly for all goods and services delivered, requested or picked up by CITY OF FULSHEAR in accordance with the price specified in FORT BEND COUNTY'S contract with the vendor. CITY OF FULSHEAR agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.02 Ownership (title) of material purchased by CITY OF FULSHEAR shall transfer directly from the contracted vendor to CITY OF FULSHEAR.
- 5.03 All payments for purchases of goods and services by CITY OF FULSHEAR shall be made from revenue then currently available to it.

ARTICLE VI.
APPLICABLE LAWS

CITY OF FULSHEAR and FORT BEND COUNTY 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.
WHOLE 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 to the parties.

ARTICLE VIII.
DURATION

- 8.01 The period of this Interlocal Agreement shall commence upon approval of both entities, and shall automatically renew.
- 8.02 CITY OF FULSHEAR or FORT BEND COUNTY may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of CITY OF FULSHEAR, 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 CITY OF FULSHEAR.

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 CITY OF FULSHEAR:
City of Fulshear
Attn: Mayor
P.O. Box 279
Fulshear, Texas 77441

To FORT BEND COUNTY:
County of Fort Bend
Attn: Gilbert Jalomo, Purchasing Agent
4520 Reading Road
Rosenberg, Texas 77471

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

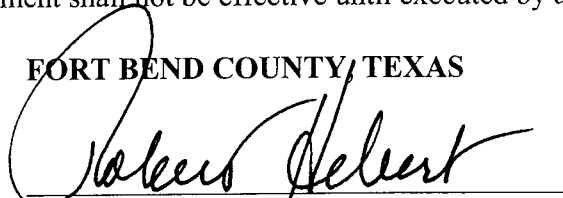
To the extent that either party to this agreement shall be wholly or partially prevented from the performance within the time specified of any obligation or duty placed on such party by reason of strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, 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.

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:


Robert E. Hebert, County Judge

Date:

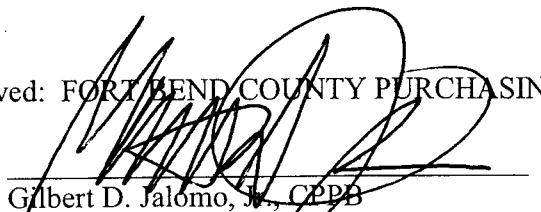
10-6-09

ATTEST:


Dianne Wilson, County Clerk

Approved: FORT BEND COUNTY PURCHASING AGENT

By:

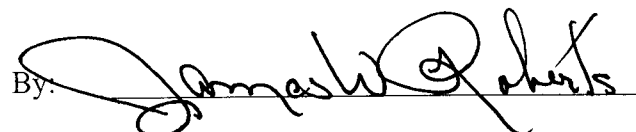

Gilbert D. Jalomo, Jr., CPPB

Date:

10.6.09

CITY OF FULSHEAR, TEXAS

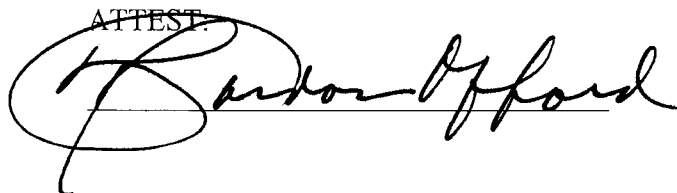
By:


James W. Roberts

Date:

09-17-09

ATTEST:

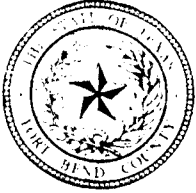

Barbara Offord

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 FULSHEAR**

On this the 6 day of Oct., 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Interlocal Agreement between Fort Bend County and City of Fulshear 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.



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

September 1, 2009

Mr. Frank Ragan
City Manager
City of McKinney
PO Box 517
McKinney, TX 75070

Re: Interlocal Participation Agreement by and between Fort Bend County,
Texas and the City of McKinney

Dear Mr. Ragan:

Enclosed herewith are two copies of the "Interlocal Agreement Between Fort Bend County and City of McKinney", which we request you execute and return same to the undersigned in order that same be executed by Fort Bend County Judge, Robert Hebert. Upon execution by Judge Robert Hebert, a copy will be furnished to you for your records.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Jalomo, Jr.", is written over a large, stylized "TO:" in the left margin.

Gilbert D. Jalomo, Jr., CPPB
Fort Bend County Purchasing Agent

GDJ/cc
Enclosure

THE STATE OF TEXAS
COUNTY OF FORT BEND

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§
§

**INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND CITY OF MCKINNEY**

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 and the CITY OF MCKINNEY, a municipal corporation of the State of Texas, acting herein by and through their City Council.

WHEREAS, CITY OF MCKINNEY desires FORT BEND COUNTY'S assistance in purchasing certain governmental administrative functions, goods or services; and,

WHEREAS, the governing bodies of CITY OF MCKINNEY and FORT BEND COUNTY 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, CITY OF MCKINNEY and FORT BEND COUNTY hereby agree as follows:

ARTICLE I.
PURCHASE OF CERTAIN MATERIALS AND SERVICES

- 1.01 CITY OF MCKINNEY appoints FORT BEND COUNTY its true and lawful purchasing agent for the purchase of certain materials and services through FORT BEND COUNTY'S purchasing program, as enumerated through the submission to FORT BEND COUNTY'S purchasing agent through a duly executed purchase order, order form or resolution. This Agreement shall apply only to those materials and services which FORT BEND COUNTY desires to purchase for its own needs and for which CITY OF MCKINNEY desires to purchase the same or similar materials and services under the same terms and conditions as would apply to FORT BEND COUNTY'S own purchases, and provided that the contracted vendor agrees to purchases in CITY OF MCKINNEY under the contract between the vendor and FORT BEND COUNTY. All materials and services purchased under the vendor and conditions hereunder shall be in accordance with specifications established by FORT BEND COUNTY.
- 1.02 The materials and services shall be procured in accordance with Texas State Law and procedures established by FORT BEND COUNTY and the costs for materials and services purchased by CITY OF MCKINNEY pursuant to this Agreement shall be the prices as reflected by contract executed by FORT BEND.

ARTICLE II.
TERMS AND CONDITIONS OF PURCHASE

- 2.01 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 FORT BEND COUNTY, FORT BEND COUNTY 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. FORT BEND COUNTY 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 CITY OF MCKINNEY at all reasonable times for inspection.

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- 2.03 Nothing herein shall obligate CITY OF MCKINNEY to purchase any materials or services from FORT BEND COUNTY nor shall FORT BEND COUNTY be obligated to include CITY OF MCKINNEY in any procurement effort.
- 2.04 CITY OF MCKINNEY shall not be obligated to compensate FORT BEND COUNTY for any of the costs or expenses of its procurement procedure.

ARTICLE III.
RESPONSIBILITY

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LIABILITY

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ARTICLE V.
PRICE AND PAYMENT OF GOODS AND SERVICES

- 5.01 The goods and services will be purchased for the price stated in the contract received and awarded by FORT BEND COUNTY to vendor. CITY OF MCKINNEY agrees to pay vendor directly for all goods and services delivered, requested or picked up by CITY OF MCKINNEY in accordance with the price specified in FORT BEND COUNTY'S contract with the vendor. CITY OF MCKINNEY agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
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- 5.03 All payments for purchases of goods and services by CITY OF MCKINNEY shall be made from revenue then currently available to it.

ARTICLE VI.
APPLICABLE LAWS

CITY OF MCKINNEY and FORT BEND COUNTY 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.

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ARTICLE VIII.
DURATION

- 8.01 The period of this Interlocal Agreement shall commence upon approval of both entities, and shall automatically renew.
- 8.02 CITY OF MCKINNEY or FORT BEND COUNTY may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of CITY OF MCKINNEY, 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 CITY OF MCKINNEY.

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CHANGES AND AMENDMENTS

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NOTIFICATION

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To CITY OF MCKINNEY:
City of McKinney
Attn: City Manager
P.O. Box 517
McKinney, Texas 75070

To FORT BEND COUNTY:
County of Fort Bend
Attn: Gilbert Jalomo, Purchasing Agent
4520 Reading Road
Rosenberg, Texas 77471

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.

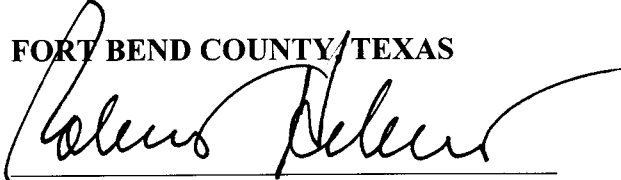
ARTICLE XII
FORCE MAJEURE

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.

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: 
Robert E. Hebert, County Judge

Date: 10-6-09

ATTEST:


Dianne Wilson, County Clerk

Approved: **FORT BEND COUNTY PURCHASING AGENT**

By: 
Gilbert D. Jalomo, Jr., CPPB

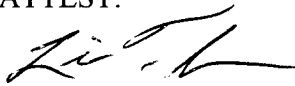
Date: 9-16-09

CITY OF MCKINNEY, TEXAS

By: 
by Jim Parrish, Deputy City
Manager and authorized signatory

Date: 9-9-9

ATTEST:


by Lincoln Thompson,
Deputy City Secretary
and authorized signatory

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

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

On this the 6 day of Oct., 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Interlocal Agreement between Fort Bend County and City of McKinney 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.

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 CITY OF RICHMOND at all reasonable times for inspection.

- 2.02 FORT BEND COUNTY agrees that it shall award contracts, for items which it had previously designated for purchase, in accordance with applicable Texas State Law.
- 2.03 Nothing herein shall obligate CITY OF RICHMOND to purchase any materials or services from FORT BEND COUNTY nor shall FORT BEND COUNTY be obligated to include CITY OF RICHMOND in any procurement effort.
- 2.04 CITY OF RICHMOND shall not be obligated to compensate FORT BEND COUNTY for any of the costs or expenses of its procurement procedure.

ARTICLE III.
RESPONSIBILITY

FORT BEND COUNTY and CITY OF RICHMOND 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 CITY OF RICHMOND shall be handled between CITY OF RICHMOND and the contracted vendor. Contracted vendors shall bill CITY OF RICHMOND 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

- 5.01 The goods and services will be purchased for the price stated in the contract received and awarded by FORT BEND COUNTY to vendor. CITY OF RICHMOND agrees to pay vendor directly for all goods and services delivered, requested or picked up by CITY OF RICHMOND in accordance with the price specified in FORT BEND COUNTY'S contract with the vendor. CITY OF RICHMOND agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.02 Ownership (title) of material purchased by CITY OF RICHMOND shall transfer directly from the contracted vendor to CITY OF RICHMOND.
- 5.03 All payments for purchases of goods and services by CITY OF RICHMOND shall be made from revenue then currently available to it.

ARTICLE VI.
APPLICABLE LAWS

CITY OF RICHMOND and FORT BEND COUNTY 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.
WHOLE 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 to the parties.

ARTICLE VIII.
DURATION

- 8.01 The period of this Interlocal Agreement shall commence upon approval of both entities, and shall automatically renew.
- 8.02 CITY OF RICHMOND or FORT BEND COUNTY may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of CITY OF RICHMOND, 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 CITY OF RICHMOND.

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 CITY OF RICHMOND:
City of Richmond
Attn: Mayor
402 Morton Street
Richmond, Texas 77469

To FORT BEND COUNTY:
County of Fort Bend
Attn: Gilbert Jalomo, Purchasing Agent
4520 Reading Road
Rosenberg, Texas 77471

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.

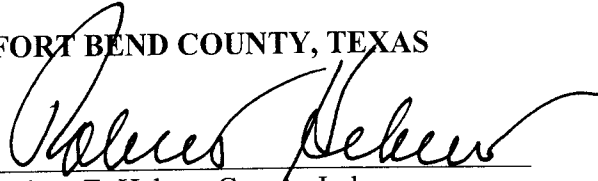
ARTICLE XII
FORCE MAJEURE

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.

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

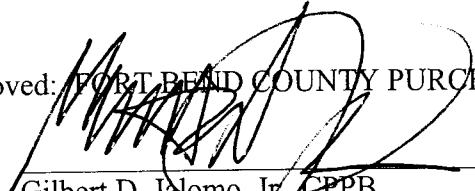
By: 
Robert E. Hebert, County Judge

Date: 10-6-09

ATTEST:



Dianne Wilson, County Clerk

Approved: FORT BEND COUNTY PURCHASING AGENT

By: 
Gilbert D. Jalomo, Jr., CPPB

Date: 9/29/09

CITY OF RICHMOND, TEXAS

By: 
HILMAR G. MOORE, MAYOR

Date: SEPTEMBER 21, 2009

ATTEST:


MONA MATAK
CITY SECRETARY

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

On this the 6 day of Oct., 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Interlocal Agreement between Fort Bend County and City of Richmond 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.

public advertisement and such other administrative duties as may be necessary to facilitate the materials and services hereunder. FORT BEND COUNTY 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 CITY OF SIMONTON at all reasonable times for inspection.

- 2.02 FORT BEND COUNTY agrees that it shall award contracts, for items which it had previously designated for purchase, in accordance with applicable Texas State Law.
- 2.03 Nothing herein shall obligate CITY OF SIMONTON to purchase any materials or services from FORT BEND COUNTY nor shall FORT BEND COUNTY be obligated to include CITY OF SIMONTON in any procurement effort.
- 2.04 CITY OF SIMONTON shall not be obligated to compensate FORT BEND COUNTY for any of the costs or expenses of its procurement procedure.

ARTICLE III.
RESPONSIBILITY

FORT BEND COUNTY and CITY OF SIMONTON 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 CITY OF SIMONTON shall be handled between CITY OF SIMONTON and the contracted vendor. Contracted vendors shall bill CITY OF SIMONTON 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

- 5.01 The goods and services will be purchased for the price stated in the contract received and awarded by FORT BEND COUNTY to vendor. CITY OF SIMONTON agrees to pay vendor directly for all goods and services delivered, requested or picked up by CITY OF SIMONTON in accordance with the price specified in FORT BEND COUNTY'S contract with the vendor. CITY OF SIMONTON agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.02 Ownership (title) of material purchased by CITY OF SIMONTON shall transfer directly from the contracted vendor to CITY OF SIMONTON.
- 5.03 All payments for purchases of goods and services by CITY OF SIMONTON shall be made from revenue then currently available to it.

ARTICLE VI.
APPLICABLE LAWS

CITY OF SIMONTON and FORT BEND COUNTY 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.
WHOLE 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 to the parties.

ARTICLE VIII.
DURATION

- 8.01 The period of this Interlocal Agreement shall commence upon approval of both entities, and shall automatically renew.
- 8.02 CITY OF SIMONTON or FORT BEND COUNTY may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of CITY OF SIMONTON, 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 CITY OF SIMONTON.

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 CITY OF SIMONTON:

City of Simonton
Attn: Mayor
P.O. Drawer A
Simonton, Texas 77476

To FORT BEND COUNTY:

County of Fort Bend
Attn: Gilbert Jalomo, Purchasing Agent
4520 Reading Road
Rosenberg, Texas 77471

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.

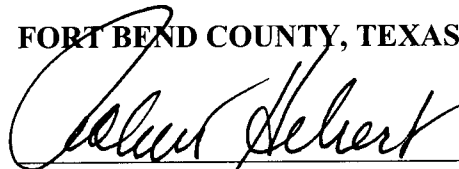
ARTICLE XII
FORCE MAJEURE

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.


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.

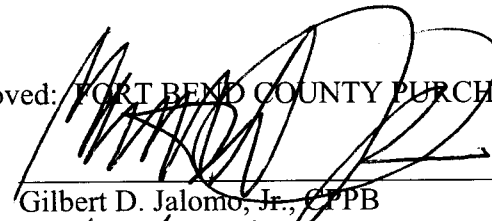
FORT BEND COUNTY, TEXAS

By: 
Robert E. Hebert, County Judge

Date: 10-6-09

ATTEST: 
Dianne Wilson, County Clerk

Approved: FORT BEND COUNTY PURCHASING AGENT

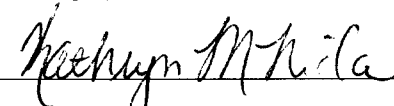
By: 
Gilbert D. Jalomo, Jr., CPPB

Date: 10-6-09

CITY OF SIMONTON, TEXAS

By: 

Date: 9/18/09

ATTEST: 

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

On this the 6 day of Oct., 2009 the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Interlocal Agreement between Fort Bend County and City of Simonton 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.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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 (hereinafter "COUNTY"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (hereinafter "LCISD"), acting herein by and through its school board.

WHEREAS, LCISD desires COUNTY'S assistance in purchasing certain governmental administrative functions, goods or services; and,

WHEREAS, the governing bodies of LCISD and COUNTY 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, LCISD and COUNTY hereby agree as follows:

ARTICLE I.
PURCHASE OF CERTAIN MATERIALS AND SERVICES

- 1.01 LCISD appoints COUNTY its true and lawful purchasing agent for the purchase of certain materials and services through COUNTY'S purchasing program, as enumerated through the submission to COUNTY'S purchasing agent through a duly executed purchase order, order form or resolution. This Agreement shall apply only to those materials and services which COUNTY desires to purchase for its own needs and for which LCISD desires to purchase the same or similar materials and services under the same terms and conditions as would apply to COUNTY'S own purchases, and provided that the contracted vendor agrees to purchases in LCISD under the contract between the vendor and COUNTY. All materials and services purchased under the vendor and conditions hereunder shall be in accordance with specifications established by COUNTY.
- 1.02 The materials and services shall be procured in accordance with Texas State Law and procedures established by COUNTY and the costs for materials and services purchased by LCISD pursuant to this Agreement shall be the prices as reflected by contract executed by FORT BEND.

ARTICLE II.
TERMS AND CONDITIONS OF PURCHASE

- 2.01 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 COUNTY, COUNTY 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. COUNTY 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 LCISD at all reasonable times for inspection.

- 2.02 COUNTY agrees that it shall award contracts, for items which it had previously designated for purchase, in accordance with applicable Texas State Law.
- 2.03 Nothing herein shall obligate LCISD to purchase any materials or services from COUNTY nor shall COUNTY be obligated to include LCISD in any procurement effort.
- 2.04 LCISD shall not be obligated to compensate COUNTY for any of the costs or expenses of its procurement procedure.

ARTICLE III.
RESPONSIBILITY

COUNTY and LCISD 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 LCISD shall be handled between LCISD and the contracted vendor. Contracted vendors shall bill LCISD 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

- 5.01 The goods and services will be purchased for the price stated in the contract received and awarded by COUNTY to vendor. LCISD agrees to pay vendor directly for all goods and services delivered, requested or picked up by LCISD in accordance with the price specified in COUNTY'S contract with the vendor. LCISD agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.02 Ownership (title) of material purchased by LCISD shall transfer directly from the contracted vendor to LCISD.
- 5.03 All payments for purchases of goods and services by LCISD shall be made from revenue then currently available to it.

ARTICLE VI.
APPLICABLE LAWS

LCISD and COUNTY 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.
WHOLE 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 to the parties.

ARTICLE VIII.
DURATION

- 8.01 The period of this Interlocal Agreement shall commence upon approval of both entities, and shall automatically renew.
- 8.02 LCISD or COUNTY may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of LCISD, 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 LCISD.

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 LCISD:

Lamar Consolidated Independent School District
Attention: Superintendent
3911 Avenue I
Rosenberg, Texas 77471

To COUNTY:

County of Fort Bend
Attn: Gilbert Jalomo, Purchasing Agent
4520 Reading Road
Rosenberg, Texas 77471

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

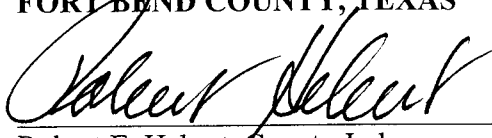
To the extent that either party to this agreement shall be wholly or partially prevented from the performance within the time specified of any obligation or duty placed on such party by reason of strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, 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.


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: 
Robert E. Hebert, County Judge

Date: 10-6-09

ATTEST: 
Dianne Wilson, County Clerk

Approved: 
FORT BEND COUNTY PURCHASING AGENT

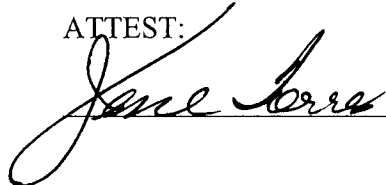
By: 
Gilbert D. Jalomo, Jr., CPPB

Date: 10.6.09

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: 

Date: 9/17/09

ATTEST: 

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

On this the 6 day of Oct., 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Interlocal Agreement between Fort Bend County and Lamar Consolidated Independent School District 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.