



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 VILLAGE OF PLEAK 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 VILLAGE OF PLEAK to purchase any materials or services from FORT BEND COUNTY nor shall FORT BEND COUNTY be obligated to include VILLAGE OF PLEAK in any procurement effort.
- 2.04 VILLAGE OF PLEAK 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 VILLAGE OF PLEAK 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 VILLAGE OF PLEAK shall be handled between VILLAGE OF PLEAK and the contracted vendor. Contracted vendors shall bill VILLAGE OF PLEAK 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. VILLAGE OF PLEAK agrees to pay vendor directly for all goods and services delivered, requested or picked up by VILLAGE OF PLEAK in accordance with the price specified in FORT BEND COUNTY'S contract with the vendor. VILLAGE OF PLEAK agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.02 Ownership (title) of material purchased by VILLAGE OF PLEAK shall transfer directly from the contracted vendor to VILLAGE OF PLEAK.
- 5.03 All payments for purchases of goods and services by VILLAGE OF PLEAK shall be made from revenue then currently available to it.

### ARTICLE VI. APPLICABLE LAWS

VILLAGE OF PLEAK 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 VILLAGE OF PLEAK 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 VILLAGE OF PLEAK, 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 VILLAGE OF PLEAK.

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 VILLAGE OF PLEAK:  
Village of Pleak  
6621 FM 2218  
Richmond, Texas 77469  
Attn: Mayor

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.

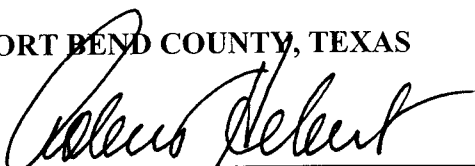
ARTICLE XII  
FORCE MAJEURE

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**

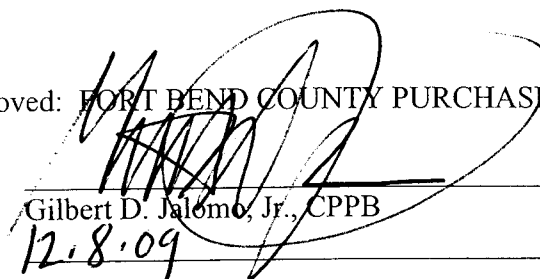
By:   
Robert E. Hebert, County Judge

Date: 12/8/09

ATTEST:

  
Dianne Wilson, County Clerk

Approved: FORT BEND COUNTY PURCHASING AGENT

By:   
Gilbert D. Jalomo, Jr., CPPB


Date: 12.8.09

**VILLAGE OF PLEAK, TEXAS**

By:   
Margie Krenak, Mayor

Date: 11-18-09

ATTEST:

  
Ruth Elster  
City Secretary

RECORDED ON 12-17-09  
IN THE COMMISSIONER COURT  
MINUTES OF 12-8-09

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**ORDER AUTHORIZING THE COUNTY JUDGE TO  
EXECUTE THE INTERLOCAL AGREEMENT BETWEEN  
FORT BEND COUNTY AND VILLAGE OF PLEAK**

On this the 8 day of December, 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 Village of Pleak 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.