

THE STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND               §

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

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

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

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

ARTICLE I.  
PURCHASE OF CERTAIN MATERIALS AND SERVICES

- 1.01 CITY OF ARCOLA 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 ARCOLA 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 ARCOLA 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 ARCOLA 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

12/29/09 2 originals returned to Cheryl at Purchasing

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

### ARTICLE VI. APPLICABLE LAWS

CITY OF ARCOLA 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 ARCOLA 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 ARCOLA, 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 ARCOLA.

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 ARCOLA:  
City of Arcola  
Attn: Mayor  
13222 Highway 6  
Arcola, Texas 77583

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: \_\_\_\_\_

12/22/09

ATTEST: \_\_\_\_\_

Dianne Wilson, County Clerk

Approved: FORT BEND COUNTY PURCHASING AGENT

By: \_\_\_\_\_

Gilbert D. Jafomo, Jr., CPPB

Date: \_\_\_\_\_

12.17.09

**CITY OF ARCOLA, TEXAS**

By: \_\_\_\_\_

Mary Ethel Anderson

Date: \_\_\_\_\_

December 9, 2009

ATTEST: \_\_\_\_\_

Alley Carter

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 ARCOLA**

On this the 22 day of December, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Prestage, duly put and carried;

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