

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS COUNTY §

**INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND HARRIS COUNTY**

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 HARRIS COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court.

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

WHEREAS, the governing bodies of FORT BEND COUNTY and HARRIS 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, FORT BEND COUNTY and HARRIS COUNTY hereby agree as follows:

ARTICLE I.
PURCHASE OF CERTAIN MATERIALS AND SERVICES

- 1.01 HARRIS COUNTY 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 of 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 wherein HARRIS COUNTY desires to purchase the same or similar materials and services. All materials and services purchased hereunder shall be in accordance with specifications established by FORT BEND COUNTY.
- 1.02 The materials and services shall be procured in accordance with procedures governing competitive bidding by FORT BEND COUNTY and the costs for materials and services purchased by HARRIS COUNTY pursuant to this Agreement shall be the prices as reflected by the lowest responsible bidder.

ARTICLE II.
TERMS AND CONDITIONS OF PURCHASE

- 2.01 In addition to the other terms and conditions contained in this Agreement, the goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the bid specifications to be used by FORT BEND COUNTY, taking

into consideration the amount and kinds of materials and services requested by HARRIS COUNTY.

- 2.02 FORT BEND COUNTY shall be responsible for the preparation of specifications, advertisement of bids 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 of the bids. FORT BEND COUNTY promises to consult with HARRIS COUNTY prior to the preparation of all bids pertaining to this Agreement to determine the specific amount and kind of materials and services requested by HARRIS COUNTY. Additionally, at HARRIS COUNTY's request, FORT BEND COUNTY promises to keep HARRIS COUNTY informed of the status of all procurements which are the subject of this Agreement. Specifications, submittal of bids, 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 HARRIS COUNTY at all reasonable times for inspection. FORT BEND COUNTY agrees to provide bid tabulations on all applicable bids.
- 2.03 FORT BEND COUNTY agrees that it shall award the bid, for items which it had previously designated for purchase, to the lowest responsible bidder.
- 2.04 Nothing herein shall obligate HARRIS COUNTY to purchase any materials or services from FORT BEND COUNTY.
- 2.05 HARRIS COUNTY may buy any and all services and materials covered by this Agreement except those services or materials where the quantity of such service or material is less than the minimum quantity stated in each bid by the vendor.

ARTICLE III. RESPONSIBILITY

FORT BEND COUNTY and HARRIS COUNTY agree that the ordering of supplies, services and materials purchased through this Agreement shall be their individual responsibility and that any dispute arising between individual successful bidders and HARRIS COUNTY shall be handled by HARRIS COUNTY and the bidder. Bidders shall bill HARRIS COUNTY directly for the materials ordered by it.

ARTICLE IV. LIABILITY

Both parties shall be liable to the successful bidder only for supplies, services or materials ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

ARTICLE V. PRICE AND PAYMENT

- 5.01 The goods and services will be purchased for the price(s) stated in the lowest and best bid(s) received and awarded by FORT BEND COUNTY to vendor(s). HARRIS COUNTY agrees to pay vendor(s) directly for all goods and services delivered, requested or picked up by HARRIS COUNTY in accordance with the price specified in the bid(s) of the successful bidder(s). HARRIS COUNTY agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.02 Ownership (title) of material purchased shall transfer directly from the successful bidder

to HARRIS COUNTY.

ARTICLE VI.
APPLICABLE LAWS

HARRIS COUNTY 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 terminate on September 30, 2011. This Interlocal Agreement will automatically renew for successive two-year periods thereafter.
- 8.02 HARRIS COUNTY 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 HARRIS COUNTY, including its obligation to pay FORT BEND COUNTY for all costs incurred under this Agreement, if any, prior to such notice shall survive such cancellations, as well as any other obligation incurred under this Agreement, until performed or discharged by HARRIS 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:

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

To HARRIS COUNTY:

copy to:

HARRIS COUNTY Purchasing

HARRIS COUNTY, Texas

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 full force and effect.

ARTICLE XII.
FORCE MAJEURE

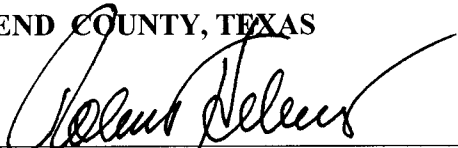
To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the time specified of any obligation or duty placed on such party by reason of strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God,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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


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.

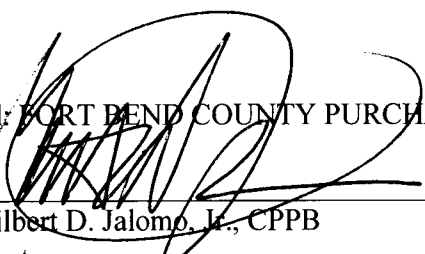
FORT BEND COUNTY, TEXAS

By: 
Robert E. Hebert, County Judge

Date: 1-26-10

ATTEST: 
Dianne Wilson, County Clerk

Approved: FORT BEND COUNTY PURCHASING AGENT

By: 
Gilbert D. Jalomo, Jr., CPPB

Date: 1/26/10

HARRIS COUNTY, TEXAS

By: _____

Date: _____

ATTEST: _____
County Clerk

Approved: HARRIS COUNTY PURCHASING AGENT

By: _____

Date: _____



19A

DARLOU ZENOR, ASSISTANT PURCHASING AGENT
PURCHASING DEPARTMENT
MONTGOMERY COUNTY

501 N. Thompson
Suite 405
Conroe, Texas 77301

(936) 760-6906
FAX: (936) 760-6976
darlou.zenor@mctx.org

January 12, 2010

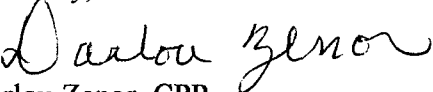
Mr. Gilbert D. Jalomo, Jr., CPPB
Purchasing Agent
4520 Reading Rd, Suite A
Rosenberg, TX 77471

Dear Mr. Jalomo:

Enclosed are two copies of the "Interlocal Agreement between Montgomery County and Fort Bend County", which we request you execute and return a copy for our records.

Please call me if you have any questions.

Sincerely,


Darlou Zenor, CPP
Assistant Purchasing Agent

Enclosure

2-F10 copy received

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN MONTGOMERY COUNTY, TEXAS
AND FORT BEND COUNTY, TEXAS
For PURCHASE OF MISCELLANEOUS SURPLUS PROPERTY**

JAN 11 2010

This agreement is made and entered into by and between **MONTGOMERY COUNTY, TEXAS**, a political subdivision of the State of Texas, acting by and through its Commissioners' Court, and **FORT BEND COUNTY, TEXAS**, a political subdivision of the State of Texas, acting by and through its Commissioners' Court.

WHEREAS, from time to time, Fort Bend County has certain miscellaneous surplus property on inventory and Montgomery County desires to purchase said surplus property at a mutually agreeable price; and

WHEREAS, the surplus property to be purchased by Montgomery County from Fort Bend County under this Agreement is intended to be used in carrying out the governmental functions of Montgomery County; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes the Parties to sell and purchase said surplus property under an Interlocal cooperation contract between governmental entities; and

WHEREAS, Section 263.152 of the Texas Local Government Code authorizes Fort Bend County to sell said surplus equipment to Montgomery County under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein expressed and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I.

Fort Bend County agrees to sell to Montgomery County and Montgomery County agrees to purchase from Fort Bend County miscellaneous surplus property, when available and requested by Montgomery County, at a purchase price to be mutually agreed upon.

II.

Compensation for surplus property purchased by Montgomery County shall include the total price for all of the property mutually agreed upon pursuant to Article I. In addition, Montgomery County shall be responsible for all applicable taxes, title and license fees, if any, for the sale and purchase hereunder. Montgomery County shall bear all costs of pickup, transportation, delivery and shipping insurance. There shall be no compensation for the purchase and sale of said surplus property other than that stated in this Article II.

III.

Unless otherwise stated in writing, Fort Bend County represents to Montgomery County that the surplus property to be purchased and sold hereunder has all parts intact, is in good operating condition, and is suitable for the use intended. If any surplus property sold hereunder has a warranty remaining in effect, said warranty shall transfer to and favor Montgomery County upon purchase of the equipment, unless transfer or assignment of said warranty is prohibited by the terms of the warranty. Subject to the assurances stated herein, the surplus property sold hereunder is being sold as is, without further warranty by Fort Bend County.

IV.

Ownership of the surplus property shall transfer to Montgomery County upon delivery and acceptance of property by Montgomery County.

V.

Upon delivery of purchased surplus property to Montgomery County, Fort Bend County will invoice Montgomery County for the property delivered and accepted, in an amount calculated in accordance with the compensation agreed upon in Article II herein. Payment of amounts invoiced shall be mailed to Fort Bend County within thirty (30) days of receipt of invoice, to the address specified in the invoice.

VI.

Upon delivery and acceptance of purchased surplus property by Montgomery County, Montgomery County shall release Fort Bend County of any obligation for installation or maintenance of said property. Montgomery County assumes responsibility for any claims, including property damage or bodily injury, pertaining to the installation and use of said property following delivery and acceptance by Montgomery County.

VII.

Both Montgomery County and Fort Bend County shall have absolute authority to terminate this Agreement at any time by delivery of written notice to the other party.

AGREED and ACCEPTED by MONTGOMERY COUNTY, TEXAS on the _____ day of _____, 2010.

By: [Signature]
(Printed Name) Glan B. Sadler
(Title) County Judge

AGREED and ACCEPTED by FORT BEND COUNTY, TEXAS on the 26 day of January, 2010.

By: [Signature]
(Printed Name) Robert Hebert
(Title) County Judge