

ssss

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

### ARTICLE III. RESPONSIBILITY

MONTGOMERY COUNTY and FORT BEND COUNTY 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

- 5.01 The goods and services will be purchased for the price stated in the contract received and awarded by MONTGOMERY COUNTY 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 MONTGOMERY COUNTY'S contract with the vendor. FORT BEND COUNTY agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.02 Ownership (title) of material purchased by FORT BEND COUNTY shall transfer directly from the contracted vendor to FORT BEND COUNTY.
- 5.03 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 MONTGOMERY 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 the date the final party approves the agreement and shall continue thereafter until either party cancels as provided in Section 8.02 below.
- 8.02 FORT BEND COUNTY or MONTGOMERY COUNTY 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, including its obligation to pay MONTGOMERY 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 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:  
County of Fort Bend  
Attn: Gilbert Jalomo, Purchasing Agent  
4520 Reading Road  
Rosenberg, Texas 77471

To MONTGOMERY COUNTY:

Montgomery County Purchasing  
Attn: Purchasing Agent  
301 North Thompson, Ste. 102  
Conroe, Texas 77301

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

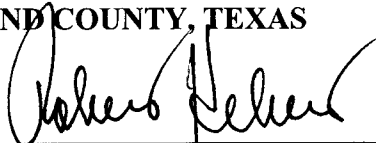
To the extent that either party to this agreement shall be wholly or partially prevented from the performance within the time specified of any obligation or duty placed on such party by reason of strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God,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

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

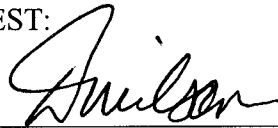
ARTICLE XIII.  
EXECUTION

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.

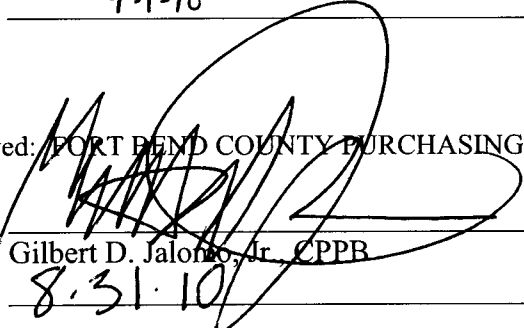
**FORT BEND COUNTY, TEXAS**

By:   
Robert E. Hebert, County Judge

Date: 9-1-10

ATTEST:   
Dianne Wilson, County Clerk

Approved: FORT BEND COUNTY PURCHASING AGENT

By:   
Gilbert D. Jalonte, Jr., CPPB

Date: 8.31.10

**MONTGOMERY COUNTY, TEXAS**

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

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

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

Approved: MONTGOMERY COUNTY PURCHASING AGENT

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

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