

297

COUNTY JUDGE  
RECEIVED  
MAR 03 2011

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT  
BETWEEN FORT BEND COUNTY AND THE CITY OF DESOTO**

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, hereinafter referred to as "COUNTY," and THE CITY OF DESOTO, TEXAS, a home rule municipality under the laws of the State of Texas, acting by and through its City Manager, hereinafter referred to as "CITY."

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

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

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

- 1.01 COUNTY appoints CITY its true and lawful purchasing agent for the purchase of certain materials and services through CITY's purchasing program, as enumerated through the submission to CITY'S purchasing agent of a duly executed purchase order, order form or resolution. This Agreement shall apply only to those materials and services which CITY desires to purchase for its own needs and wherein 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 CITY.
- 1.02 The materials and services shall be procured in accordance with procedures governing competitive bidding by CITY and the costs for materials and services purchased by 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 CITY, taking into consideration the amount and kinds of materials and services requested by COUNTY.
- 2.02 CITY 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. CITY shall also be responsible for receiving, opening and awarding of the bids. CITY agrees to consult with 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 COUNTY. Additionally, at COUNTY's request, CITY agrees to keep 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 COUNTY at all reasonable times for inspection. CITY agrees to provide bid tabulations on all applicable bids.

- 2.03 CITY 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 COUNTY to purchase any materials or services from CITY or any CITY vendor.
- 2.05 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

CITY and 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 COUNTY shall be handled by COUNTY and the bidder. Bidders shall bill 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 CITY to vendor(s). COUNTY agrees to pay vendor(s) directly for all goods and services delivered, requested or picked up by COUNTY in accordance with the price specified in the bid(s) of the successful bidder(s). 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 COUNTY.

### ARTICLE VI. APPLICABLE LAWS

COUNTY and CITY 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 final party's execution of this Agreement and shall terminate on September 30, 2012.
- 8.02 COUNTY or CITY may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of COUNTY, including its obligation to pay CITY 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 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 COUNTY:

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

To CITY:

Jim Baugh  
City Manager  
City of DeSoto  
221 East Pleasant Run  
DeSoto, Texas 75115

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

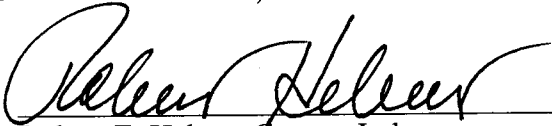
To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the time specified of any obligation or duty placed on such party by reason of strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God,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


**FORT BEND COUNTY, TEXAS**

By:   
Robert E. Hebert, County Judge

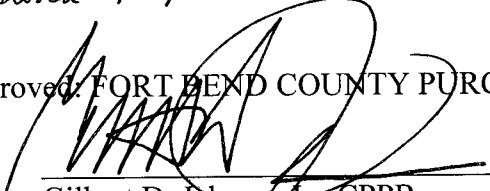
Date: 3/8/2011

*Approved 2/22/2011*

ATTEST:

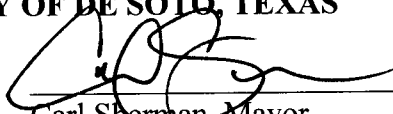
  
Dianne Wilson, County Clerk

Approved:  FORT BEND COUNTY PURCHASING AGENT

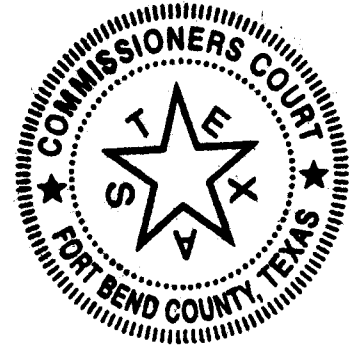
By:   
Gilbert D. Jalema, Jr., CPPB

Date: 3.3.2011

**CITY OF DE SOTO, TEXAS**

By:   
Carl Sherman, Mayor

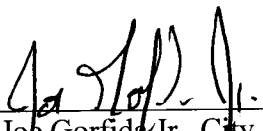
Date: 2/10/11



ATTEST:

  
Laura Hallmark, City Secretary

**Approved as to form:**

By:   
Joe Gorfida Jr., City Attorney  
(JJG/01-26-11/47518)

MER: City of De SotoInterlocal/Purchasing.2011