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JUN 03 2013

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND MONTGOMERY 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 the MONTGOMERY COUNTY, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court.

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

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

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

- 1.01 MONTGOMERY 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 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 MONTGOMERY COUNTY 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 MONTGOMERY COUNTY 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 MONTGOMERY COUNTY pursuant to this Agreement shall be the prices as reflected by contract executed by FORT BEND COUNTY.

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 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 MONTGOMERY COUNTY 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 MONTGOMERY COUNTY to purchase any materials or services from FORT BEND COUNTY nor shall FORT BEND COUNTY be obligated to include MONTGOMERY COUNTY in any procurement effort.
- 2.04 MONTGOMERY COUNTY 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 MONTGOMERY 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 MONTGOMERY COUNTY shall be handled between MONTGOMERY COUNTY and the contracted vendor. Contracted vendors shall bill MONTGOMERY COUNTY directly for the materials or services ordered by MONTGOMERY COUNTY.

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. MONTGOMERY COUNTY agrees to pay vendor directly for all goods and services delivered, requested or picked up by MONTGOMERY COUNTY in accordance with the price specified in FORT BEND COUNTY'S contract with the vendor. MONTGOMERY COUNTY agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.02 Ownership (title) of material purchased by MONTGOMERY COUNTY shall transfer directly from the contracted vendor to MONTGOMERY COUNTY.

- 5.03 All payments for purchases of goods and services by MONTGOMERY COUNTY shall be made from revenue then currently available to it.

ARTICLE VI.
APPLICABLE LAWS

MONTGOMERY 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 automatically renew.
- 8.02 MONTGOMERY 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 MONTGOMERY COUNTY, 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 MONTGOMERY 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 MONTGOMERY COUNTY:
Montgomery County
Attn: Purchasing Agent
501 North Thompson, Suite 401
Conroe, TX 77301

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.

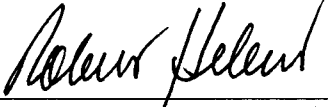
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**ARTICLE XIII.
EXECUTION**

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.

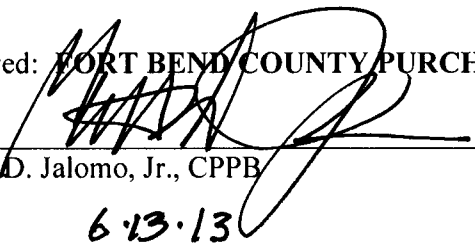
FORT BEND COUNTY, TEXAS

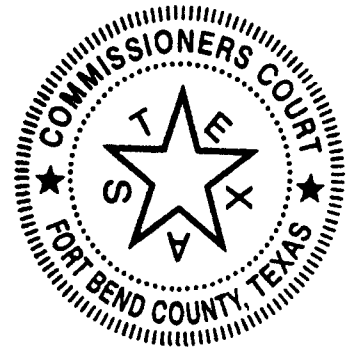
By: 
Robert E. Hebert, County Judge

ATTEST:

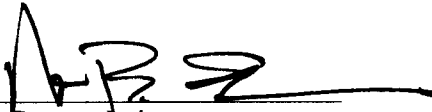
Date: 6-25-2013


Dianne Wilson, County Clerk

Reviewed:  FORT BEND COUNTY PURCHASING AGENT
By: _____
Gilbert D. Jalomo, Jr., CPPB
Date: 6.13.13

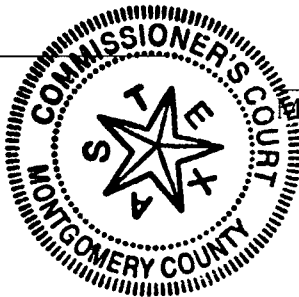


MONTGOMERY COUNTY, TEXAS

By: 
Alan B. Sadler, County Judge

ATTEST:

Date: June 14, 2013




Montgomery County Clerk