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thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to CITY OF BEAUMONT 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 BEAUMONT to purchase any materials or services from FORT BEND COUNTY nor shall FORT BEND COUNTY be obligated to include CITY OF BEAUMONT in any procurement effort.
- 2.04 CITY OF BEAUMONT shall not be obligated to compensate FORT BEND COUNTY for any of the costs or expenses of its procurement procedure.

ARTICLE III. RESPONSIBILITY

CITY OF BEAUMONT 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 CITY OF BEAUMONT shall be handled between CITY OF BEAUMONT and the contracted vendor. Contracted vendors shall bill CITY OF BEAUMONT 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 BEAUMONT agrees to pay vendor directly for all goods and services delivered, requested or picked up by CITY OF BEAUMONT in accordance with the price specified in FORT BEND COUNTY'S contract with the vendor. CITY OF BEAUMONT agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.02 Ownership (title) of material purchased by CITY OF BEAUMONT shall transfer directly from the contracted vendor to CITY OF BEAUMONT.
- 5.03 All payments for purchases of goods and services by CITY OF BEAUMONT shall be made from revenue then currently available to it.

ARTICLE VI. APPLICABLE LAWS

CITY OF BEAUMONT 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 BEAUMONT 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 BEAUMONT, 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 BEAUMONT.

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:

Attn: Gilbert Jalomo, Purchasing Agent
4520 Reading Road
Rosenberg, Texas 77471

To CITY OF BEAUMONT:

ATTN: Kyle Hayes , City Manager
801 Main St. Ste 300
Beaumont, TX 77701

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: _____

5-6-14

ATTEST: _____

Dianne Wilson

Dianne Wilson, County Clerk

Approved: **FORT BEND COUNTY PURCHASING AGENT**

By: _____

Gilbert D. Jalomo, Jr., CPPB

Date: _____

5-14-14 5-1-14

CITY OF BEAUMONT, TEXAS

By: _____

Kyle Hayes, City Manager

Date: _____

4-29-14

ATTEST: _____

Ima Broussard

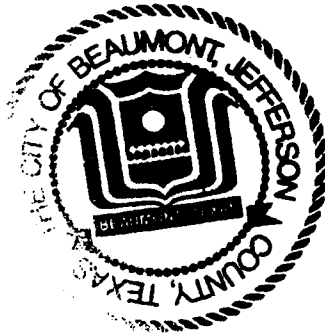


RESOLUTION NO.14-087

BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an Interlocal Agreement between the City of Beaumont and Fort Bend County to facilitate assistance in purchasing certain government administrative functions, goods or services. The Interlocal Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 22nd day of April, 2014.



- Mayor Becky Ames -