



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 BRAZOS 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. BRAZOS 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 BRAZOS 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 BRAZOS COUNTY to purchase any materials or services from FORT BEND COUNTY nor shall FORT BEND COUNTY be obligated to include BRAZOS COUNTY in any procurement effort.
- 2.04 BRAZOS COUNTY shall not be obligated to compensate FORT BEND COUNTY for any of the costs or expenses of its procurement procedure.

ARTICLE III.  
RESPONSIBILITY

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

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

ARTICLE VI.  
APPLICABLE LAWS

BRAZOS 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 BRAZOS 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 BRAZOS 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 BRAZOS 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:

Attn: Purchasing Agent  
301 Jackson Street, Suite 201  
Richmond, TX 77469

To BRAZOS COUNTY:

ATTN: County Judge  
200 South Texas Ave., Ste. 332  
Bryan, Texas 77803

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.

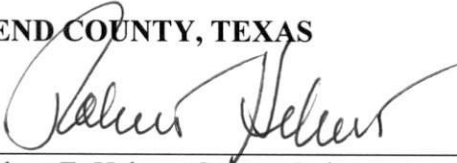
***Remainder left blank***

***Execution page follows***

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**

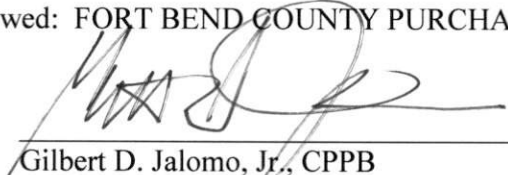
By:   
Robert E. Hebert, County Judge

ATTEST:

Date: May 26 2015

  
Laura Richard, County Clerk

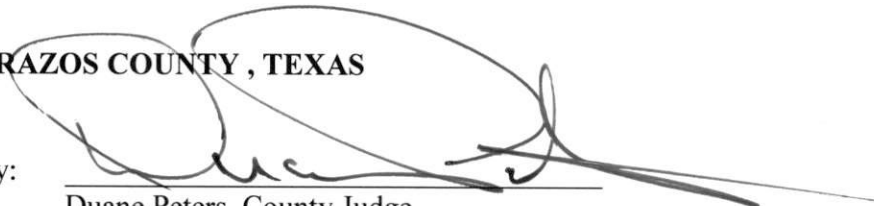
Reviewed: FORT BEND COUNTY PURCHASING AGENT

By:   
Gilbert D. Jalomo, Jr., CPPB

Date: 5-14-15



**BRAZOS COUNTY, TEXAS**

By:   
Duane Peters, County Judge

ATTEST:

Date: 4/28/15



Reviewed: BRAZOS COUNTY PURCHASING AGENT

By:   
Wm. Charles Wendt

Date: 4/17/15