

**INTERLOCAL AGREEMENT
FOR THE
ANNUAL DEMOLITION OF RESIDENTIAL STRUCTURES CONTRACT**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement made this the _____ day of _____, 2009, between the City of Baytown, Texas, a home-rule municipal corporation located in Harris and Chambers Counties, Texas, and the City of Texas City, Texas, a municipal corporation located in Galveston County, Texas.

WITNESSETH

Pursuant to the authority granted by the Texas Interlocal Cooperation Act (Tex. Gov't Code Ann. §§791.001, *et seq.*) providing for the cooperation between local governmental bodies, and pursuant to Subchapter F entitled "Cooperative Purchasing Program" containing Sections 271.101 and 271.102 of the Texas Local Government Code, the parties hereto, in consideration of the premises and mutual promises contained herein agree to as follows:

I.

The City of Texas City ("Texas City") hereby designates its Purchasing Manager to act under the direction of and on behalf of Texas City for the Annual Demolition Of Residential Structures Contract, pursuant to Baytown's Agreement with JTB Services, Inc., which was let in accordance with Chapter 252 of the Texas Local Government Code and all other applicable laws and which agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

II.

Texas City, by execution of this Agreement, agrees to directly pay JTB Services, Inc., after completion and acceptance of the work specified in each work order for Texas City's demolition of residential structures program, and after receipt of a proper invoice therefor an amount based upon the unit pricing detailed in the attached agreement.

Neither Texas City nor Baytown shall assume any responsibility or liability to pay for materials purchased or services performed for the benefit of the other entity. Texas City's payment required by this article shall be made from current, available revenues. Furthermore, both parties agree that the payment required herein fairly compensates Baytown for any services or functions required to be performed under this Agreement. In obtaining the services of JTB Services, Inc., through Baytown, Texas City has relied solely on its own inspections, investigations and due diligence regarding the services and Texas City acknowledges that Baytown has made no representations or warranties expressed or implied with respect to the services to be rendered.

III.

This Agreement shall take effect upon execution by the signatories and shall serve as each governmental body's commitment pertaining to Texas City's purchase of the services referenced in Article I hereof. This Agreement has been authorized by the governing bodies of the parties hereto.

IV.

This Agreement shall be in effect from and after the _____ day of _____, 2009, the date of execution by Baytown.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year specified in Article IV.

CITY OF BAYTOWN

CITY OF TEXAS CITY

GARRISON C. BRUMBACK,
City Manager

MATTHEW T. DOYLE,
Mayor

ATTEST:

ATTEST:

Kaythie Darnell, City Clerk

Pamela Lawrence, City Secretary

APPROVED AS TO FORM:

Ignacio Ramierz, Sr., City Attorney

Ronald F. Plackemeier, City Attorney