

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 5/21/19

Requested by: Cindy Dalrymple

AGENDA ITEM(S):

Approve signed County Bank Depository contract with Bancorp South Bank.

Meeting Date Requested: (required) 5/29/2019

Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

CONTRACT

STATE OF TEXAS

COUNTY OF BURNET

WHEREAS, The above attached bid package including the Cover Sheet, Instructions, Specifications, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, Burnet County did on _____, 20____
award to BancorpSouth Bank, Vendor, for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above attached bid package; and

THEREFORE, know all men by these presents, that this contract is entered into by Burnet County, hereinafter called "COUNTY" and the undersigned Vendor, hereinafter called "VENDOR."

WITNESSETH:

THAT IN ACCORDANCE with the above attached bid package in ever particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made part of this contract and incorporated herein for all purposes contingent on respective equipment, materials, and supplies services covered by any claims (1) conform to the attached specifications, (2) that the equipment, materials, and supplies services were delivered in good condition, (3) that services contracted for by Burnet County have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are performable in Burnet County, Texas.

Severability

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract and the Contract shall be construed as if such invalid, illegal, and unenforceable provision had never been included in the Contract.

Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or samples, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this Contract.

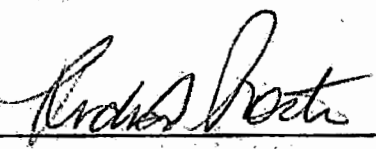
Amendment

No amendment, modification, or alteration of the terms of the Contract shall be binding unless same is in writing, dated subsequent to the date of this Contract, and duly executed by authorized representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Burnet, Texas, effective as of the date awarded above, if any.

VENDOR

BURNET COUNTY

BY: 

BANCORP SOUTH BANK

Authorized Signature

Richard Procter
Division President

BY: 

COUNTY OF BURNET

Authorized Signature

****Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this Contract is not valid unless awarded in Commissioners Court.****