



CITY OF SUGAR LAND

July 7, 2009

Ms. Ann Werlein
Administrative/Budgets Manager
Office of the County Judge
301 Jackson Street
Richmond, Texas 77469

Dear Ann;

I have enclosed the current year (2009) contract for the Choices and Consequences program. It has been signed by Allen Bogard, City Manager for the City of Sugar Land and needs to be signed by Judge Hebert. Please return the original for our files.

I understand that the return of the original signed contract will serve as an invoice for the City of Sugar Land and no other invoice will be sent. The cost of the program is \$4590 for the current year (2009).

Thank you for your patience and help,

A handwritten signature in cursive script that reads "Jan Baker for".

Jan Baker
Deputy City Attorney
P.O. Box 110
Sugar Land, Texas 77487-0110

COUNTY JUDGE
RECEIVED
JUL 08 2009

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT PARTICIPATION IN
CHOICES & CONSEQUENCES PROGRAM**

This Interlocal Agreement (hereinafter referred to as “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 (hereinafter referred to as “County”), a body corporate and politic, acting by and through its Commissioners Court, and the CITY OF SUGAR LAND, TEXAS (hereinafter referred to as “City”), a municipality duly organized and existing under the laws of the State of Texas, acting by and through its City Manager.

RECITALS

WHEREAS, the Choices & Consequences Program (hereinafter referred to as the “Program,”) is a community service program for juveniles who are ordered to perform community service from Justices of the Peace and the Sugar Land Municipal Court in Fort Bend County; and,

WHEREAS, County and City have a responsibility to provide programming for juveniles sentenced to perform community service; and,

WHEREAS, the County and City find that it will be in the public interest and serve the general welfare of the community to provide programming and a location for juveniles to fulfill their community service sentences ordered by Fort Bend County Justices of the Peace and the Sugar Land Municipal Court; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is hereby agreed as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to allow City to refer juveniles to the Program, conducted by Fort Bend County Justices of the Peace (coordinated by the Program’s Facilitator through the Fort Bend County Justice Courts and the Sugar Land Municipal Court).

**ARTICLE II
TERM**

- 2.01 This Agreement shall commence upon approval of all parties to the agreement and shall terminate on September 30, 2009.
- 2.02 City and County acknowledge that City must provide funding to County each year for a continuation of this service and that service may be discontinued at any time by County. In the event service is discontinued for any reason, County is under no obligation to return any funds provided by City.

- 2.03 Either party may terminate this Agreement by serving 30 days prior written notice of termination on the other party. In the event of termination by either party, County is under no obligation to return any funds provided by City.

ARTICLE III
CONSIDERATION

- 3.01 As consideration for County's performance under this Agreement, City agrees to pay Four Thousand Five Hundred Ninety Dollars (\$4,590.00) annually. Payment shall be made to County in one lump sum within thirty (30) days of execution of this Agreement by City.
- 3.02 City shall require all juveniles referred to the Program to pay the County forty dollars (\$40.00) for each year that the juvenile is referred to the Program by the City. Said forty dollar (\$40.00) fee shall apply to administrative costs incurred by County for the juveniles referred to the Program by the City. The \$40.00 fee paid by each juvenile referred to the Program is nonrefundable.
- 3.03 Exhibit A attached to this Agreement is incorporated by reference as if set forth herein verbatim.

ARTICLE IV
MISCELLANEOUS

- 4.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 4.02 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.
- 4.03 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 4.04 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 4.05 This Agreement cannot be assigned by either party.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT A

**Financial Consideration for City of Sugar Land Participation
in the County's Choices & Consequences Program**

Proposed Service Fee Breakdown

	Annual
Administration Fee	\$1440
Instructor/Classroom Rent	\$2400
Teaching Materials	\$ 400
Mileage Reimbursement	<u>\$ 350</u>
	\$4590


Assumptions:

- ◆ Facilitator will attend Municipal Court on the second and fourth Monday of each month for registration of referrals for approximately 10 hours per month.
- ◆ Instructor and Class time allocation will be 20 hours per month.
- ◆ Travel for the Facilitator from Choices & Consequences office in Richmond to Sugar Land twice a month will not exceed 60 miles per month.
- ◆ Number of students referred does not impact the annual service fee.
- ◆ Teaching Materials

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT AS OF THE DATE OF THE LAST SIGNATURE.

CITY SUGAR LAND, TEXAS

ATTEST/SEAL:



[Handwritten Signature]
City Secretary

6-30-09
Date


APPROVED:

[Handwritten Signature]
Allen Bogard, City Manager

6-26-09
Date

FORT BEND COUNTY

ATTEST/SEAL:



[Handwritten Signature]
Dianne Wilson, County Clerk

7-14-09
Date

APPROVED:

[Handwritten Signature]
Robert E. Hebert, County Judge

July 14, 2009
Date

I:MER;08-09 Agreements/Choices.Consequences.Agreement.Sugar Land.09 renewal: 3468 (04162009)