

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 09/02/09	Submitted By: Nicole Mehrens, County Attorney's Office
Court Agenda Date: 09/08/09	Department: ROAD & BRIDGE
	Phone Number: 281-341-4555

SUMMARY OF ITEM:

Approve renewal Primary Interlocal Agreements, effective through September 30, 2010 with automatic one-year renewals, between Fort Bend County and: Austin County, City of Beasley, Brazos Independent School District, City of Kendleton, City of Needville, Needville Independent School District, City of Orchard, Richmond State Supported Living Center, City of Simonton, Texana Center, Town of Thompsons, and Wharton County Junior College.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDING SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other: <u>Marc Grant, Road & Bridge</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

9/16/09 2 orig. Austin City & 1 orig. all others ret. to Nicole at CO. Attorney

If the governmental function or service is to construct, improve or repair a building, road or other facility, the Fort Bend County Commissioners Court must first give specific written approval for the Project ("Project Agreement") before any aspect of the Project is commenced. The Project Agreement must be in a document other than the Primary Interlocal Agreement and contain a description of the Project to be undertaken as well as identify the Project's location.

II.
COMPENSATION

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, §52 of the Texas Constitution.

III.
CURRENT REVENUES

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

IV.
TERM

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

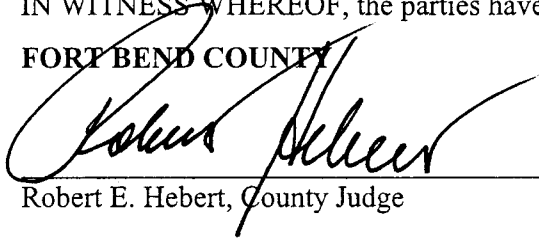
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to Austin County:

Austin County
1 East Main
Bellville, Texas 77418
Attn: County Judge

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.


FORT BEND COUNTY



Robert E. Hebert, County Judge


Date 9-8-09

Attest:



Dianne Wilson, County Clerk

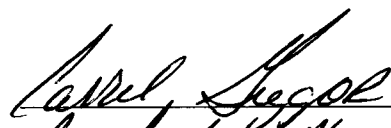
AUSTIN COUNTY



County Judge

Date

Attest:



By Carol L. Menzies - Deputy



STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE
TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY, TEXAS AND AUSTIN COUNTY, TEXAS**

On this the 8 day of September, 2009, Fort Bend County, Texas,
upon motion of Commissioner Meyers, Seconded by Commissioner
Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute
the Primary Interlocal Agreement between Fort Bend County, Texas and Austin County, Texas
for the performance of governmental functions or services. Said Agreement is incorporated
herein by reference for all purposes as though fully set forth herein word for word.

If the governmental function or service is to construct, improve or repair a building, road or other facility, the Fort Bend County Commissioners Court must first give specific written approval for the Project ("Project Agreement") before any aspect of the Project is commenced. The Project Agreement must be in a document other than the Primary Interlocal Agreement and contain a description of the Project to be undertaken as well as identify the Project's location.

II.
COMPENSATION

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, §52 of the Texas Constitution.

III.
CURRENT REVENUES

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

IV.
TERM

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

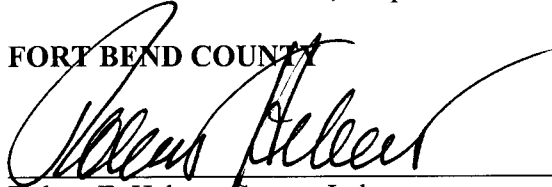
Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to City of Beasley:
City of Beasley
P.O. Box 122
Beasley, Texas 77417

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

FORT BEND COUNTY



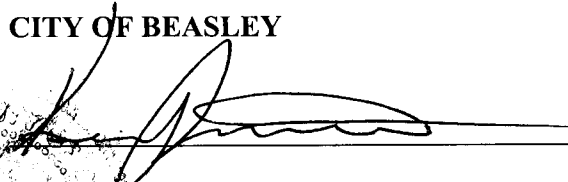
Robert E. Hebert, County Judge

9-8-09
Date

Attest: 

Dianne Wilson, County Clerk

CITY OF BEASLEY



Attest:

08-19-09
Date



A. B. Nicholka

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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**ORDER AUTHORIZING THE COUNTY JUDGE
TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY, TEXAS AND THE CITY OF BEASLEY**

On this the 8 day of September, 2009, Fort Bend County, Texas,
upon motion of Commissioner Meyers, Seconded by Commissioner
Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Primary Interlocal Agreement between Fort Bend County, Texas and the City of Beasley for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

III.
CURRENT REVENUES

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

IV.
TERM

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

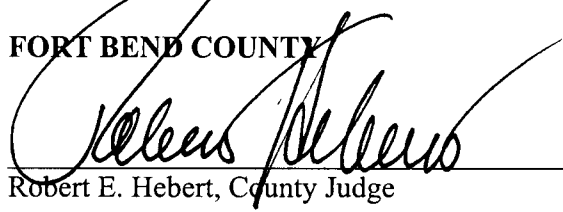
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to Brazos Independent School District:

Brazos Independent School District
6815 Guyler
Wallis, Texas 77451
Attention: Superintendent

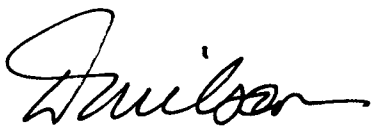
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

FORT BEND COUNTY



Robert E. Hebert, County Judge

9-8-09
Date

Attest: 


Dianne Wilson, County Clerk

BRAZOS INDEPENDENT SCHOOL DISTRICT



Jack Ellis

8-19-09
Date

Attest: 

Cynthia Speckmaier

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE
TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY, TEXAS AND BRAZOS INDEPENDENT SCHOOL DISTRICT**

On this the 8 day of September, 2009, Fort Bend County, Texas, upon motion of Commissioner Meyers, Seconded by Commissioner Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Primary Interlocal Agreement between Fort Bend County, Texas and Brazos Independent School District for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

If the governmental function or service is to construct, improve or repair a building, road or other facility, the Fort Bend County Commissioners Court must first give specific written approval for the Project ("Project Agreement") before any aspect of the Project is commenced. The Project Agreement must be in a document other than the Primary Interlocal Agreement and contain a description of the Project to be undertaken as well as identify the Project's location.

II.
COMPENSATION

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, §52 of the Texas Constitution.

III.
CURRENT REVENUES

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

IV.
TERM

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

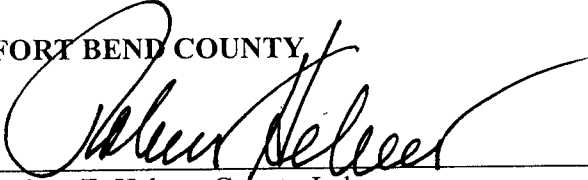
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to City of Kendleton:

City of Kendleton
P.O. Box 809
Kendleton, Texas 77451
Attention: Mayor

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

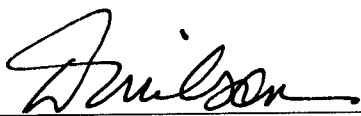
FORT BEND COUNTY



Robert E. Hebert, County Judge

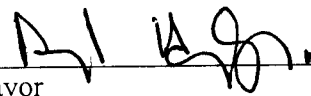
Date 9-8-09

Attest:



Dianne Wilson, County Clerk

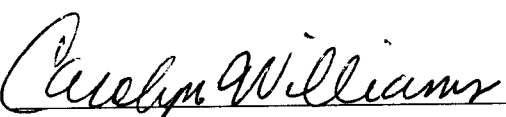
CITY OF KENDLETON



Mayor

Date 8-21-09

Attest:



STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE
TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY, TEXAS AND THE CITY OF KENDLETON**

On this the 8 day of September, 2009, Fort Bend County, Texas,
upon motion of Commissioner Meyers, Seconded by Commissioner
Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Primary Interlocal Agreement between Fort Bend County, Texas and the City of Kendleton for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

the Project ("Project Agreement") before any aspect of the Project is commenced. The Project Agreement must be in a document other than the Primary Interlocal Agreement and contain a description of the Project to be undertaken as well as identify the Project's location.

II.
COMPENSATION

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, §52 of the Texas Constitution.

III.
CURRENT REVENUES

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

IV.
TERM

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

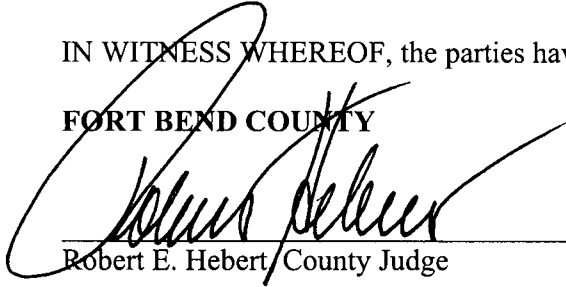
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to City:

City of Needville
P.O. Box 527
Needville, Texas 77461
Attention: Mayor

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

FORT BEND COUNTY



Robert E. Hebert, County Judge

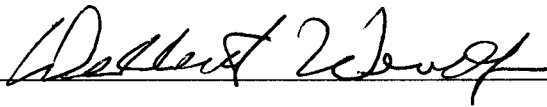
Date 9-8-09

Attest:



Dianne Wilson, County Clerk

CITY OF NEEDVILLE



Robert Webb

Date 8-18-09

Attest:



Robert Webb

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE
TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY, TEXAS AND THE CITY OF NEEDVILLE**

On this the 8 day of September, 2009, Fort Bend County, Texas, upon motion of Commissioner Meyers, Seconded by Commissioner Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Primary Interlocal Agreement between Fort Bend County, Texas and the City of Needville for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

III.
CURRENT REVENUES

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

IV.
TERM

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

V.
MISCELLANEOUS

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Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

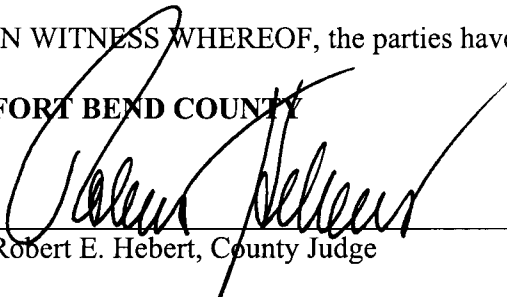
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to NISD:

Needville Independent School District
16227 Hwy 36
Needville, Texas 77461
Attention: Superintendent

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.


FORT BEND COUNTY



Robert E. Hebert, County Judge

Date 9-8-09


Attest:



Dianne Wilson, County Clerk



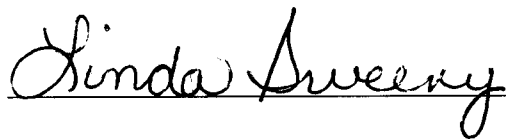
NEEDVILLE INDEPENDENT SCHOOL DISTRICT



Curtis W. Rhodes

Date 8-17-09

Attest:



Linda Sweeney

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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**ORDER AUTHORIZING THE COUNTY JUDGE
TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY, TEXAS AND
NEEDVILLE INDEPENDENT SCHOOL DISTRICT**

On this the 8 day of September, 2009, Fort Bend County, Texas,
upon motion of Commissioner meyers, Seconded by Commissioner
Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Primary Interlocal Agreement between Fort Bend County, Texas and Needville Independent School District for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

the Project ("Project Agreement") before any aspect of the Project is commenced. The Project Agreement must be in a document other than the Primary Interlocal Agreement and contain a description of the Project to be undertaken as well as identify the Project's location.

II.
COMPENSATION

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, §52 of the Texas Constitution.

III.
CURRENT REVENUES

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

IV.
TERM

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V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

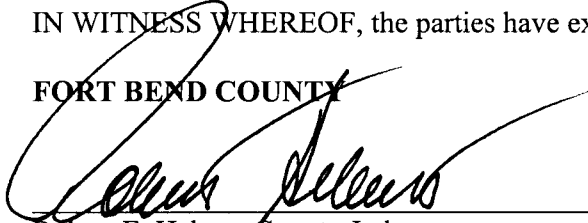
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to City of Orchard:

City of Orchard
P.O. Box 59
Orchard, Texas 77464
Attention: Mayor

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.


FORT BEND COUNTY



Robert E. Hebert, County Judge

9-8-09
Date

Attest:



Dianne Wilson, County Clerk



CITY OF ORCHARD



Rod Parlock

August 19, 2009
Date

Attest:



Merry Sue Hajdich

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE
TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY, TEXAS AND THE CITY OF ORCHARD**

On this the 8 day of September, 2009, Fort Bend County, Texas, upon motion of Commissioner Meyers, Seconded by Commissioner Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Primary Interlocal Agreement between Fort Bend County, Texas and the City of Orchard for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**PRIMARY INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND RICHMOND STATE SUPPORTED LIVING CENTER**

This Interlocal Agreement, is made and entered into pursuant to the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, between **Fort Bend County, Texas**, ("County") a body corporate and politic, acting by and through its Commissioners Court and **Richmond State Supported Living Center ("RSSLC")**, formerly known as Richmond State School, an agency of the State of Texas under the provisions of Chapter 553 of the Texas Health & Safety Code.

Whereas, County is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

Whereas, RSSLC is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

Whereas, County desires RSSLC's assistance in performing certain governmental functions and services;

Whereas, County desires to assist RSSLC in performing certain governmental functions and services;

Whereas, RSSLC desires County's assistance in performing certain governmental functions and services; and

Whereas, RSSLC desires to assist County in performing certain governmental functions and services.

Therefore, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

**I.
BASIC TERMS**

County agrees to assist RSSLC with certain governmental functions and services on a "project by project" basis (the "Project").

RSSLC agrees to assist County with certain governmental functions and services on a "project by project" basis (the "Project").

The parties agree that County must be specifically authorized by law to individually and independently perform the agreed upon governmental function or service on its own.

The parties agree that RSSLC must be specifically authorized by law to individually and independently perform the agreed upon governmental function or service on its own.

If the governmental function or service is to construct, improve or repair a building, road or other facility, the Fort Bend County Commissioners Court must first give specific written approval for

the Project ("Project Agreement") before any aspect of the Project is commenced. The Project Agreement must be in a document other than the Primary Interlocal Agreement and contain a description of the Project to be undertaken as well as identify the Project's location.

II. **COMPENSATION**

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, §52 of the Texas Constitution.

III. **CURRENT REVENUES**

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

IV. **TERM**

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

V. **MISCELLANEOUS**

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to **Fort Bend County**:

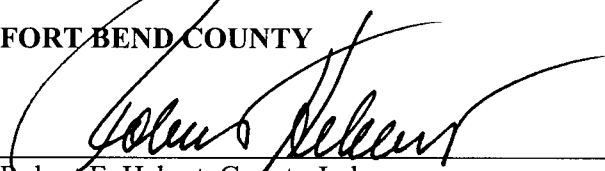
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: Robert E. Hebert, County Judge

If to **RSSLC**:

Richmond State Supported Living Center
2100 Preston
Richmond, Texas 77469

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

FORT BEND COUNTY



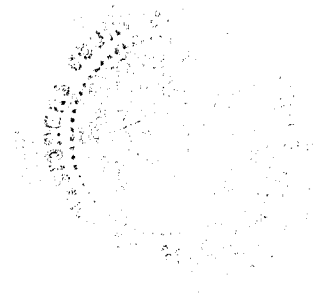
Robert E. Hebert, County Judge

9-8-09


Date

Attest: 

Dianne Wilson, County Clerk



RICHMOND STATE SUPPORTED LIVING CENTER



8-18-09

Date

Attest:

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE PRIMARY INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY,
TEXAS AND RICHMOND STATE SUPPORTED LIVING CENTER**

On this the 8 day of September, 2009, Fort Bend County, Texas, upon motion of Commissioner Meyers, Seconded by Commissioner Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Primary Interlocal Agreement between Fort Bend County, Texas and Richmond State Supported Living Center for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.



COMMISSIONER
Adelaide Horn

To whom it may concern:

Facility Name: Department of Aging and Disability Services

Name: Richmond State Supported Living Center [Changed as of 08/01/09] formally known as
Richmond State School

Address: 2100 Preston
Richmond TX, 77469

Switchboard Phone #: 281-232-2075

Ana Cardenas

A handwritten signature in black ink that reads "A. Cardenas".

Richmond State Supported Living Center

CAFM Specialist

281-344-4430 Office

281-344-4570 Fax

ana.cardenas@dads.state.tx.us

Agreement must be in a document other than the Primary Interlocal Agreement and contain a description of the Project to be undertaken as well as identify the Project's location.

II.
COMPENSATION

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, §52 of the Texas Constitution.

III.
CURRENT REVENUES

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

IV.
TERM

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to **Fort Bend County**:

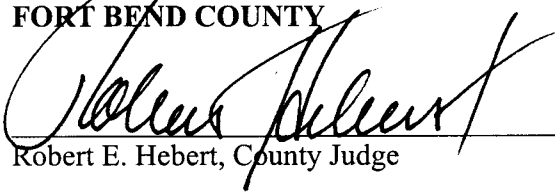
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to **City of Simonton**:

City of Simonton
P.O. Drawer A
Simonton, Texas 77476
Attention: Mayor

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

FORT BEND COUNTY



Robert E. Hebert, County Judge

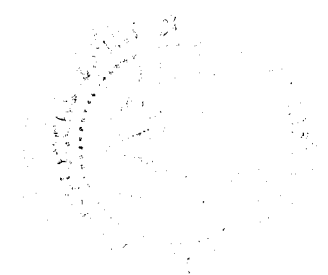
9-8-09

Date

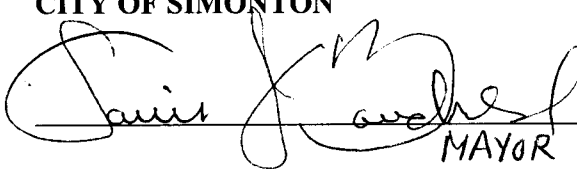
Attest:



Dianne Wilson, County Clerk



CITY OF SIMONTON



MAYOR

8/19/09

Date

Attest:



CITY SECRETARY

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE
TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY, TEXAS AND THE CITY OF SIMONTON**

On this the 8 day of September, 2009, Fort Bend County, Texas,
upon motion of Commissioner Meyers, Seconded by Commissioner
Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Primary Interlocal Agreement between Fort Bend County, Texas and the City of Simonton for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**PRIMARY INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY, TEXAS AND TEXANA CENTER**

This Interlocal Agreement, is made and entered into pursuant to the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, between **Fort Bend County, Texas**, ("County") a body corporate and politic, acting by and through its Commissioners Court and **Texana Center** ("Texana"), a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 2000), as amended.

Whereas, County is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

Whereas, Texana is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

Whereas, County desires Texana's assistance in performing certain governmental functions and services;

Whereas, County desires to assist Texana in performing certain governmental functions and services;

Whereas, Texana desires County's assistance in performing certain governmental functions and services; and

Whereas, Texana desires to assist County in performing certain governmental functions and services.

Therefore, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

**I.
BASIC TERMS**

County agrees to assist Texana with certain governmental functions and services on a "project by project" basis (the "Project").

Texana agrees to assist County with certain governmental functions and services on a "project by project" basis (the "Project").

The parties agree that County must be specifically authorized by law to individually and independently perform the agreed upon governmental function or service on its own.

The parties agree that Texana must be specifically authorized by law to individually and independently perform the agreed upon governmental function or service on its own.

If the governmental function or service is to construct, improve or repair a building, road or other facility, the Fort Bend County Commissioners Court must first give specific written approval for the Project ("Project Agreement") before any aspect of the Project is commenced. The Project

Agreement must be in a document other than the Primary Interlocal Agreement and contain a description of the Project to be undertaken as well as identify the Project's location.

II.
COMPENSATION

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, §52 of the Texas Constitution.

III.
CURRENT REVENUES

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

IV.
TERM

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to **Fort Bend County**:

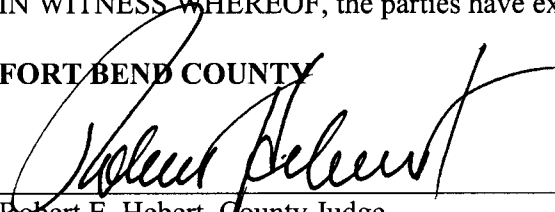
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: Robert E. Hebert, County Judge

If to **Texana**:

Texana Center
Attn: Executive Director
4910 Airport
Rosenberg, Texas 77471


IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

FORT BEND COUNTY

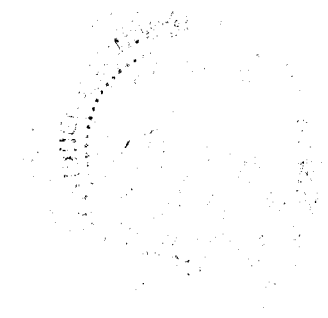


Robert E. Hebert, County Judge

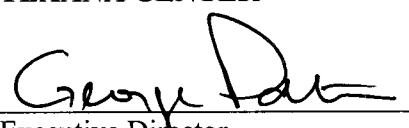
9-8-09
Date

Attest: 

Dianne Wilson, County Clerk

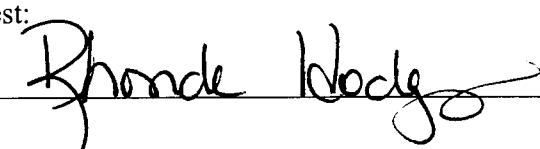


TEXANA CENTER



Executive Director

8-20-09
Date

Attest: 

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE PRIMARY INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY, TEXAS AND TEXANA CENTER**

On this the 8 day of September, 2009, Fort Bend County, Texas, upon motion of Commissioner Meyers, Seconded by Commissioner Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Primary Interlocal Agreement between Fort Bend County, Texas and Texana Center for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

the Project ("Project Agreement") before any aspect of the Project is commenced. The Project Agreement must be in a document other than the Primary Interlocal Agreement and contain a description of the Project to be undertaken as well as identify the Project's location.

II.
COMPENSATION

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, §52 of the Texas Constitution.

III.
CURRENT REVENUES

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

IV.
TERM

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

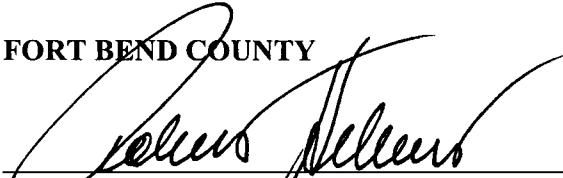
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to Town of Thompsons:

Town of Thompsons
P.O. Box 24
Thompsons, Texas 77481
Attn: Mayor

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

FORT BEND COUNTY



Robert E. Hebert, County Judge

9-8-09

Date

Attest:



Dianne Wilson, County Clerk



TOWN OF THOMPSONS

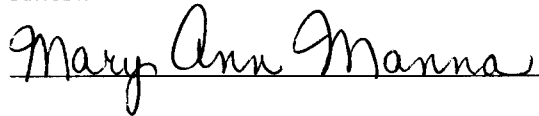


Muddie Hernandez

8-17-09

Date

Attest:



Mary Ann Manna

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE
TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY, TEXAS AND THE TOWN OF THOMPSONS**

On this the 8 day of September, 2009, Fort Bend County, Texas,
upon motion of Commissioner Meyers, Seconded by Commissioner
Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Primary Interlocal Agreement between Fort Bend County, Texas and the Town of Thompsons for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**PRIMARY INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND WHARTON COUNTY JUNIOR COLLEGE**

This Interlocal Agreement, is made and entered into pursuant to the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, between **Fort Bend County, Texas**, ("County") a body corporate and politic, acting by and through its Commissioners Court and **Wharton County Junior College** ("WCJC");

Whereas, County is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

Whereas, County desires to assist the WCJC in performing certain governmental functions and services;

Whereas, WCJC desires County's assistance in performing certain governmental functions and services; and

Therefore, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

**I.
BASIC TERMS**

County agrees to assist WCJC with certain governmental functions and services on a "project by project" basis (the "Project").

The parties agree that County must be specifically authorized by law to individually and independently perform the agreed upon governmental function or service on its own.

If the governmental function or service is to construct, improve or repair a building, road or other facility, the Fort Bend County Commissioners Court must first give specific written approval for the Project ("Project Agreement") before any aspect of the Project is commenced. The Project Agreement must be in a document other than the Primary Interlocal Agreement and contain a description of the Project to be undertaken as well as identify the Project's location.

**II.
COMPENSATION**

The parties acknowledge that the Act requires that the party performing the governmental function or service must be fairly compensated. This compensation must be in an amount adequate enough so as not to violate Article III, §52 of the Texas Constitution.

III.
CURRENT REVENUES

The party paying for the performance of the governmental function or service must make the payments from current revenues available to the paying party.

IV.
TERM

This Agreement revokes and rescinds all prior Primary Interlocal Agreements between the parties and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Both parties waive liability for causes beyond the parties' control, not the result of negligence.

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to **Fort Bend County**:

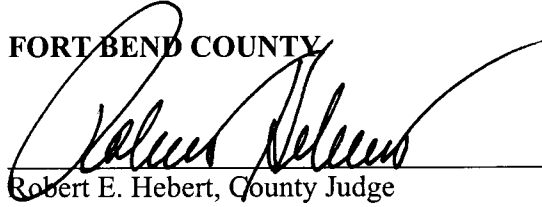
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to **WCJC**:

Wharton County Junior College
911 Boling Highway
Wharton, Texas 77488
Attention: President

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

FORT BEND COUNTY



Robert E. Hebert, County Judge

9-8-09
Date

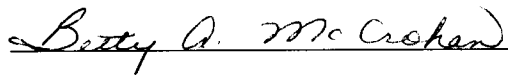
Attest:



Dianne Wilson, County Clerk



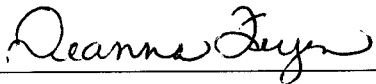
WHARTON COUNTY JUNIOR COLLEGE



Betty A. McCracken

8/18/09
Date

Attest:



Deanna Feyn
Executive Secretary to the President

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE
TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY, TEXAS
AND WHARTON COUNTY JUNIOR COLLEGE**

On this the 8 day of September, 2009, Fort Bend County, Texas,
upon motion of Commissioner Meyers, Seconded by Commissioner
Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Primary Interlocal Agreement between Fort Bend County, Texas and Wharton County Junior College for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.