

AGENDA ITEM

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

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

<b>Date Submitted:</b> 09/16/09	<b>Submitted By:</b> Nicole Mehrens, County Attorney's Office
<b>Court Agenda Date:</b> 09/22/09	<b>Department:</b> ROAD & BRIDGE
	<b>Phone Number:</b> 281-341-4555

**SUMMARY OF ITEM:**

Approve Renewal Primary Interlocal Agreements, effective from October 1, 2009 through September 30, 2010 with automatic one-year renewals, between Fort Bend County and: Fort Bend County Levee Improvement District No. 7, City of Missouri City, Lamar Consolidated Independent School District, Kendleton Independent School District, and City of Wallis. *City of Arcola*

**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](mailto: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 &amp; Bridge</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

*2 origs Arcola + LID # 7 and 1 orig. each for others ret. to Nicole at Co. Attorney*

**Special Handling Requested (specify):** \_\_\_\_\_



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 Arcola:


City of Arcola  
13222 Highway 6  
Arcola, Texas 77583  
Attention: Mayor

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

**FORT BEND COUNTY**

  
\_\_\_\_\_  
Robert E. Hebert, County Judge


September 22, 2009  
Date

Attest:   
\_\_\_\_\_  
Dianne Wilson, County Clerk

**CITY OF ARCOLA**

  
\_\_\_\_\_  
Mary Etta Anderson, Mayor

9/9/2009  
Date

Attest:   
\_\_\_\_\_  
City Secretary

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 ARCOLA**

On this the 22 day of Sept., 2009, Fort Bend County, Texas,  
upon motion of Commissioner Meyers, Seconded by Commissioner  
Patterson, 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 Arcola 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

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**PRIMARY INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY, TEXAS  
AND FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7**

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 **Fort Bend County Levee Improvement District No. 7** ("LID 7"), acting by and through its Board;

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

Whereas, LID 7 is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

Whereas, County desires LID 7's assistance in performing certain governmental functions and services;

Whereas, County desires to assist LID 7 in performing certain governmental functions and services;

Whereas, LID 7 desires County's assistance in performing certain governmental functions and services; and

Whereas, LID 7 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 LID 7 with certain governmental functions and services on a "project by project" basis (the "Project").

LID 7 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 LID 7 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 supersede 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 LID 7:**

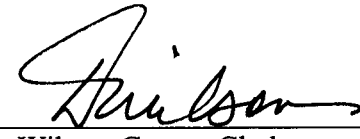
Fort Bend County Levee Improvement District No. 7  
Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056

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

**FORT BEND COUNTY**

  
\_\_\_\_\_  
Robert E. Hebert, County Judge


9-22-09  
Date

Attest:   
\_\_\_\_\_  
Dianne Wilson, County Clerk

**FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7**

  
\_\_\_\_\_

9-10-2009  
Date

Attest:   
\_\_\_\_\_

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 FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7**

On this the 22 day of Sept., 2007, Fort Bend County, Texas, upon motion of Commissioner Meyers, Seconded by Commissioner Patterson, 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 Fort Bend County Levee Improvement District No. 7 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:

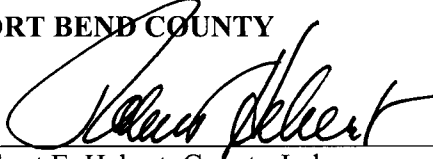
Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

If to City of Missouri City:

City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attention: Mayor


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

**FORT BEND COUNTY**

  
\_\_\_\_\_  
Robert E. Hebert, County Judge

9-22-09  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
Dianne Wilson, County Clerk

**CITY OF MISSOURI CITY**

  
\_\_\_\_\_  
Andrew Owen

9-8-09  
\_\_\_\_\_  
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 THE CITY OF MISSOURI CITY**

On this the 22 day of Sept., 2009, Fort Bend County, Texas,  
upon motion of Commissioner Meyers, Seconded by Commissioner  
Patterson, 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 Missouri City 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

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**PRIMARY INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY  
AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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 **Lamar Consolidated Independent School District** ("LCISD") acting by and through its School Board;

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 LCISD in performing certain governmental functions and services;

Whereas, LCISD 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 LCISD 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 Lamar LCISD:

Lamar Consolidated Independent School District  
3911 Avenue I  
Rosenberg, Texas 77471  
Attention: Superintendent

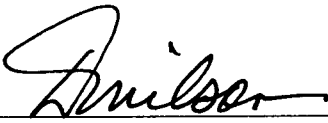
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

**FORT BEND COUNTY**

  
\_\_\_\_\_  
Robert E. Hebert, County Judge

9-22-09  
Date

Attest:

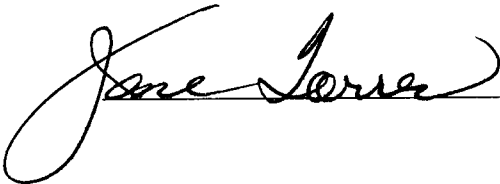
  
\_\_\_\_\_  
Dianne Wilson, County Clerk

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

  
\_\_\_\_\_

8/25/09  
Date

Attest:

  
\_\_\_\_\_

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  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

On this the 22 day of Sept., 2009, Fort Bend County, Texas,  
upon motion of Commissioner Meyers, Seconded by Commissioner  
Patterson, 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 Lamar Consolidated 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.

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 KENDLETON INDEPENDENT SCHOOL DISTRICT**

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 **Kendleton Independent School District** acting by and through its School Board;

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 Kendleton Independent School District in performing certain governmental functions and services;

Whereas, Kendleton Independent School District 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 Kendleton Independent School District 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:

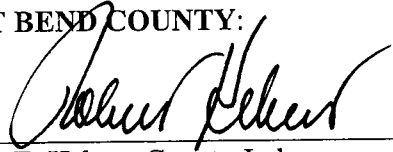
Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

If to Kendleton Independent School District:

Kendleton Independent School District  
P.O. Box 705  
Kendleton, Texas 77451  
Attention: Superintendent

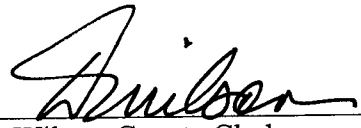
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

**FORT BEND COUNTY:**

  
\_\_\_\_\_  
Robert E. Hebert, County Judge


9-22-09  
Date

Attest:

  
\_\_\_\_\_  
Dianne Wilson, County Clerk



**KENDLETON INDEPENDENT SCHOOL DISTRICT**

  
\_\_\_\_\_

09.11.09  
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 KENDLETON INDEPENDENT SCHOOL DISTRICT**

On this the 22 day of Sept., 2009 Fort Bend County, Texas,  
upon motion of Commissioner Meyers, Seconded by Commissioner  
Patterson, 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 Kendleton 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.

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 CITY OF WALLIS**

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 **City of Wallis** acting by and through its City Council.

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

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

Whereas, County desires the City of Wallis' assistance in performing certain governmental functions and services;

Whereas, County desires to assist the City of Wallis in performing certain governmental functions and services;

Whereas, City of Wallis desires County's assistance in performing certain governmental functions and services; and

Whereas, City of Wallis 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 City of Wallis with certain governmental functions and services on a "project by project" basis (the "Project").

City of Wallis 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 City of Wallis 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**:

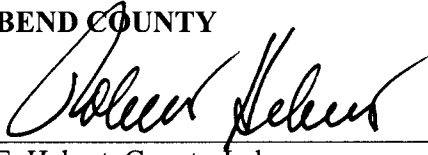
Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

If to **City of Wallis**:

City of Wallis  
P.O. Box 190  
Wallis, Texas 77485  
Attention: Mayor

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

**FORT BEND COUNTY**



Robert E. Hebert, County Judge

9-22-09

Date

Attest:



Dianne Wilson, County Clerk

**CITY OF WALLIS**

  
Tony I. Salazar Jr. - Mayor

September 9, 2009

Date

Attest:



DJ Sommers - 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 WALLIS**

On this the 22 day of Sept., 2009, Fort Bend County, Texas,  
upon motion of Commissioner Meyers, Seconded by Commissioner  
Patterson, 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 Wallis 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.