

FORT BEND COUNTY ²⁰¹⁰ FY-2009
 COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 09/30/09	Submitted By: Nicole Mehrens, County Attorney's Office
Court Agenda Date: 10/06/09	Department: ROAD & BRIDGE
	Phone Number: 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: Brazos Bend State Park, City of Katy, City of Richmond, City of Rosenberg, University of Houston, and Village of Pleak.

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:

10-9-09 ret. to Nicole at Co. Attorney

Special Handling Requested (specify):

1 Orig. Brazos Bend
 2 Orig. Katy
 1 Orig. Richmond
 2 Orig. Rosenberg
 3 Orig. UofH.
 1 Orig. Pleak

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

**PRIMARY INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY, TEXAS AND BRAZOS BEND STATE PARK**

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 **Brazos Bend State Park ("B.B.S.P.")**, acting by and through the Texas Parks & Wildlife Department and its Commissioners.

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

Whereas, B.B.S.P. is a State Park within the Texas Parks & Wildlife Department and an agency of the State of Texas, and as such is lawfully permitted to enter into an Interlocal Agreement;

Whereas, County desires B.B.S.P.'s assistance in performing certain governmental functions and services;

Whereas, County desires to assist B.B.S.P. in performing certain governmental functions and services;

Whereas, B.B.S.P. desires County's assistance in performing certain governmental functions and services; and

Whereas, B.B.S.P. 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 B.B.S.P. with certain governmental functions and services on a "project by project" basis (the "Project").

B.B.S.P. 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 B.B.S.P. 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**:

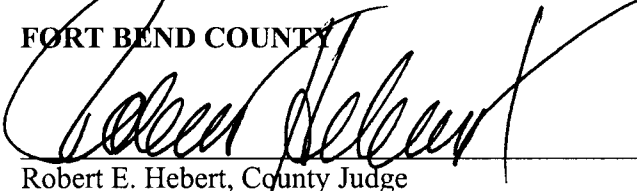
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: Robert E. Hebert, County Judge

If to **B.B.S.P.**:

Brazos Bend State Park
21901 FM 762
Needville, Texas 77461
Attn: Park Manager

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


FORT BEND COUNTY



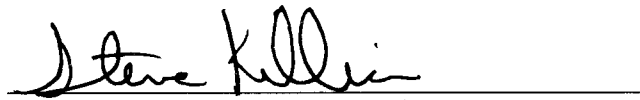
Robert E. Hebert, County Judge

10-6-09
Date

Attest:


Dianne Wilson, County Clerk

BRAZOS BEND STATE PARK



Signature
Print Name: Steve Killian

9/16/09
Date

Title: Manager

Attest:


OFFICE MANAGER

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

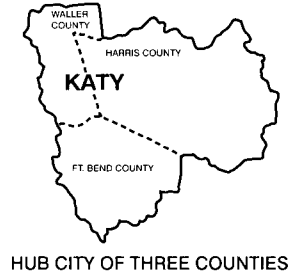
**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE
THE PRIMARY INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY, TEXAS AND BRAZOS BEND STATE PARK**

On this the 6 day of Oct., 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 Brazos Bend State Park 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.



City of Katy



September 17, 2009

Mr. Scott Wieghat
Fort Bend County
Road & Bridge Department
P.O. Box 148
Richmond, Texas 77406-0148

Re: Renewal of Primary Interlocal Agreement

Dear Mr. Wieghat:

Attached are two originals for the above referenced agreement. Please send the City of Katy a fully executed copy of the attached agreement after it has been approved by Commissioners Court and signed by the Judge.

If you have any questions please call me at 281-391-4804 (*my direct line*). Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Missy Bunch".

Melissa A. (Missy) Bunch
City Secretary

mhb
Attachment-2

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:

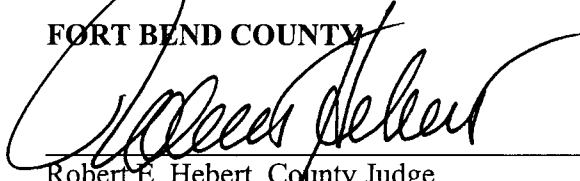
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to City of Katy:

City of Katy
P.O. Box 617
Katy, Texas 77492-0617
Attention: Mayor

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


FORT BEND COUNTY



Robert E. Hebert, County Judge

10-6-09
Date

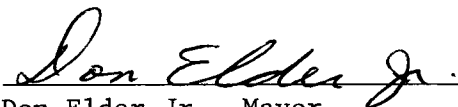
Attest:



Dianne Wilson, County Clerk



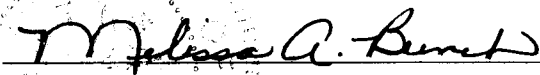
CITY OF KATY



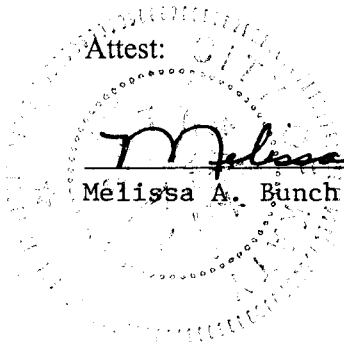
Don Elder Jr., Mayor

August 24, 2009
Date

Attest:



Melissa A. Bunch, City Secretary



STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

§

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

On this the 6 day of Oct., 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 Katy 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 Richmond:

City of Richmond
402 Morton Street
Richmond, Texas 77469
Attention: City Manager

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

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

10-6-09
Date

Attest:

Dianne Wilson
Dianne Wilson, County Clerk

CITY OF RICHMOND

Thelma M. Mason
MAYOR

SEPTEMBER 21, 2009
Date

Attest:

Mona Natale

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

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 RICHMOND**

On this the 6 day of Oct., 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 Richmond 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.



September 17, 2009

Mr. Marc S. Grant
Fort Bend County Road & Bridge
P.O. Box 148
Fort Bend County
Richmond, TX 77469-0148

Dear Mr. Grant:

Enclosed are duplicate originals of the Primary Interlocal Agreement between the City of Rosenberg and Fort Bend County Road & Bridge to assist the City with certain governmental functions and services on a "project by project" basis.

Per the instructions in your letter dated August 14, 2009, I have returned the duplicate originals of this document to you for placement on the Commissioner's Court agenda for approval.

Please return one fully executed original (or) certified original of this document to me, for the City's file, after it is approved by the County Commissioners.

Sincerely,

Linda Cernosek, TRMC
City Secretary

Enclosures: Duplicate Originals
cc: Jack Hamlett, City Manager
Kenneth Jansky, Public Works Director

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.

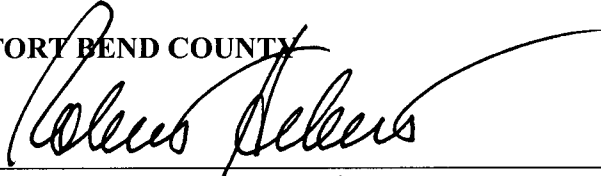
Notices, correspondence, and all other communications shall be addressed as follows:

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

If to City of Rosenberg:
City of Rosenberg
P.O. Box 32
Rosenberg, Texas 77471
Attention: Mayor

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

FORT BEND COUNTY



Robert E. Hebert, County Judge

10-6-09

Date

Attest:



Dianne Wilson, County Clerk

CITY OF ROSENBERG

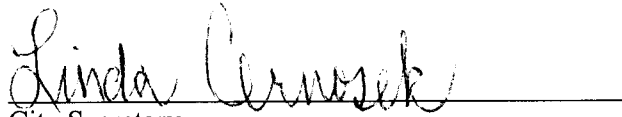


Mayor

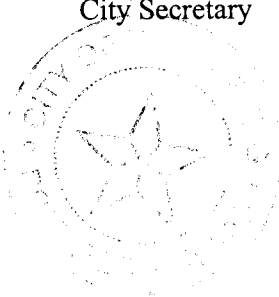
9-15-09

Date

Attest:



City Secretary



STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

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

On this the 6 day of Oct., 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 Rosenberg 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.

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

If to Fort Bend County:

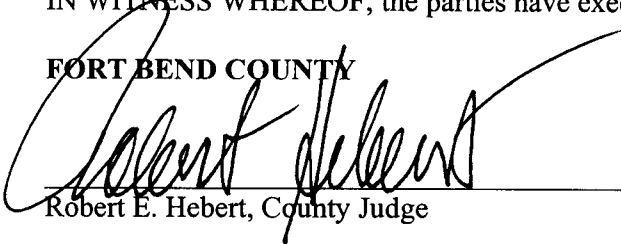
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to University:

University of Houston System
Attention: Chancellor
Houston, Texas 77204-2162

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

FORT BEND COUNTY




Robert E. Hebert, County Judge

10-6-09

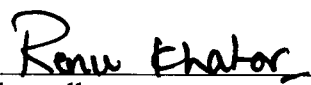
Date

Attest:



Dianne Wilson, County Clerk

UNIVERSITY OF HOUSTON SYSTEM

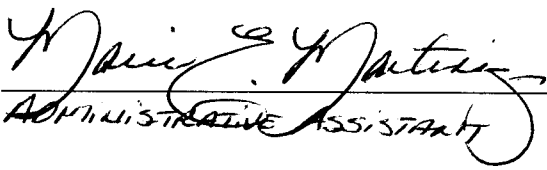


Chancellor

9/22/09

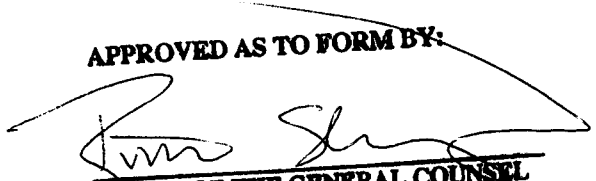
Date

Attest:



ADMINISTRATIVE ASSISTANT

GDD/nm: Primary.UofH: 2349- (07/29/09); revised 09/04/09; revised 09/14/09; MER/nm

APPROVED AS TO FORM BY:


**OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEMS**

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

**ORDER AUTHORIZING THE COUNTY JUDGE
TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY, TEXAS AND THE UNIVERSITY OF HOUSTON SYSTEM**

On this the 6 day of Oct., 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 University of Houston System 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 Village of Pleak:

Village of Pleak
6621 FM 2218
Richmond, Texas 77469
Attn: Mayor

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

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

10-6-09
Date

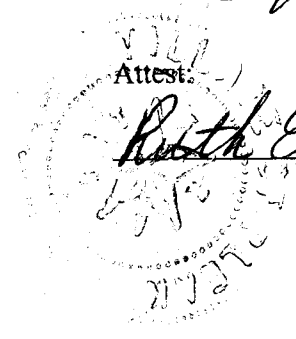
Attest: *Dianne Wilson*
Dianne Wilson, County Clerk



VILLAGE OF PLEAK

Margie Krenek, mayor 9-16-09
Date

Attest: *Ruth Elster, City Secretary*



STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

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

On this the 6 day of Oct., 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 Village of Pleak 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.