

2010

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> 10/07/09	<b>Submitted By:</b> Nicole Mehrens, County Attorney's Office
<b>Court Agenda Date:</b> 10/13/09	<b>Department:</b> ROAD & BRIDGE
	<b>Phone Number:</b> 281-341-4555

**SUMMARY OF ITEM:**

Approve Renewal Primary Interlocal Agreement, effective from October 1, 2009 through September 30, 2010 with automatic one-year renewal, between Fort Bend County and City of Fulshear.

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

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify):**

10-14-09 orig. 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:

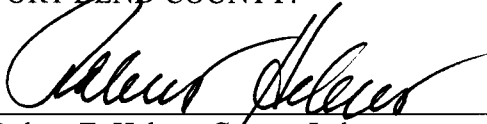
Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

If to City of Fulshear:

City of Fulshear  
P.O. Box 538  
Fulshear, Texas 77441  
Attention: Mayor

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

FORT BEND COUNTY:



Robert E. Hebert, County Judge

10/13/09  
Date

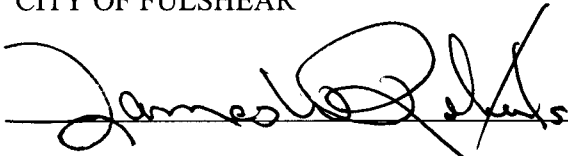
Attest:



Dianne Wilson, County Clerk

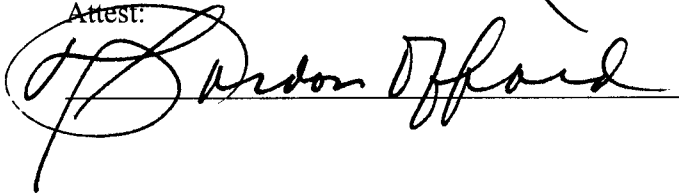


CITY OF FULSHEAR



09-17-09  
Date

Attest:



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 FULSHEAR**

On this the 13 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 Fulshear 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.