FORT BEND COUNTY FY 2010 COMMISSIONERS COURT AGENDA REQUEST FORM

22A,B

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

Date Submitted: 11/12/2009	Cubacitta d D
Date Submitted: 11/12/2009	Submitted By:
Court Agenda Date: 11/17/2009	Department: Road and Bridge Phone Number:
Court Agenda Date. 11/1//2009	Phone Number:
SUMMARY OF ITEM:	
Rescind approval of a Primary Interlocal Agree	ment between Fort Rend County and Stafford
Municipal Utility District, acted upon by Commi	issioners Court on November 3, 2009, due to typing
error.	y and to typing
Approval renewal of Primary Interlocal Agreem	ent between Fort Bend County and Stafford Municipal
School District effective October 1, 2009 through	September 30, 2010, with automatic one-year renewal.
RENEWAL AGREEMENT/APPOINTMENT	YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFI	
List Supporting Documents Attached: Agreen	ment with Stafford Municipal School District
FINANCIAL SUMMARY:	
	_
BUDGETED ITEM: YES NO	
FUNDNG SOURCE: Accounting Unit:	A a a cumá Albuma la cum
Activity (If Applicable):	Account Number:
Activity (ii Applicable).	
DESCRIPTION OF LAWSON ACCOUNT:	
Instructions to submit Agenda Request Form:	
 Completely fill out agenda form: incomplete f 	
Agenda Request Forms should be submitted information must be presided by Wednesday	by e-mail, fax, or inter-office mail, and all back-up
information must be provided by Wednesday	o at 2:00 p.m. to all those listed below. County Judge's Office by 2:00 p.m. on Wednesday.
DISTRIBUTION:	county studge's Office by 2:00 p.m. on wednesday.
Original Form Submitted with back up to County	/ Judge's Office ☐ (✓ when completed)
If by E-Mail to <u>ospindon@co.fort-bend.tx.us</u>	If by Fax to (281) 341-8609
Facilities/Planning (281-633-702	
Purchasing Agent (281-341-864	(281-980-9077)
	, = (
□ Otilei.	□ County Atty (281-341-4557)
RECOMMENDATION	N / ACTION REQUESTED:
If by E-Mail to ospindon@co.fort-bend.tx.us Distribute copies with back-up to all listed belov Auditor (281-341-377 Budget Officer (281-344-395 Facilities/Planning (281-633-702 Purchasing Agent (281-341-864 Information Technology (281-341-452 Other:	If by Fax to (281) 341-8609 N. If by fax, send to numbers below: (4)

Special Handling Requested (specify):

11-24-09 orig. ret. to Nicole at Co. Attorney

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

PRIMARY INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND STAFFORD MUNICIPAL 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 Stafford Municipal School District ("SMSD") 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, SMSD is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

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

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

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

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

SMSD 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 SMSD 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 **Stafford Municipal School District**:

Stafford Municipal School District 1625 Staffordshire Stafford, Texas 77477 Attention: Superintendent IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

FORT BEND COUNTY	
Valeur Mileer	November 17, 2009
Robert E. Hebert, County Judge	Date
Attest:	
Dianne Wilson, County Clerk	
	and the state of t
STAFFORD MUNICIPAL SCHOOL DISTRICT	
Cindy Hoelscher, President	9/14/09 Date
Attest:	•
Michael Cropper, Sekretary	

GDD/nm: Primary.SMSD: 2349- (09/29/09)

RECORDED ON 11-24-00 IN THE COMMISSIONER COURT MINUTES OF 11-17-09

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 AND STAFFORD MUNICIPAL SCHOOL DISTRICT

On this the 1 day of November, 2009, the Commissioners Court of
Fort Bend County, Texas, upon motion of Commissioner
seconded by Commissioner <u>Patterson</u> , 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 and Stafford Municipal 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