

**FORT BEND COUNTY    FY 2010**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**

13

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

Date Submitted: 01/06/10

Submitted By: Nicole Mehrens, County Attorney's Office

Court Agenda Date: 01/12/10

Department: ROAD &amp; 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 City of Meadows Place, City of Stafford, and City of Weston Lakes.

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:**

Special Handling Requested (specify):

1-13-10 1 orig. Meadows Place and  
 2 orig. Stafford 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 CITY OF MEADOWS PLACE**

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 Meadows Place** 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 Meadows Place 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 Meadows Place's assistance in performing certain governmental functions and services;

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

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

Whereas, City of Meadows Place 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 Meadows Place with certain governmental functions and services on a “project by project” basis (the “Project”).

City of Meadows Place 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 Meadows Place 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:

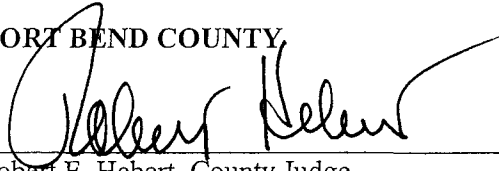
Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

If to City of Meadows Place:

City of Meadows Place  
One Troyan Drive  
Meadows Place, Texas 77477  
Attention: Mayor

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

**FORT BEND COUNTY**

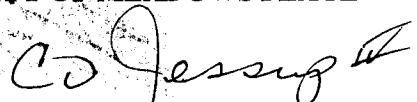
  
\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Date January 12, 2010

Attest:

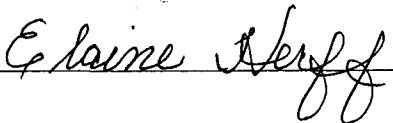
  
\_\_\_\_\_  
Dianne Wilson, County Clerk

**CITY OF MEADOWS PLACE**

  
\_\_\_\_\_  
CHARLES D. JESSUP, IV, MAYOR

\_\_\_\_\_  
Date 9-22-2009

Attest:

  
\_\_\_\_\_

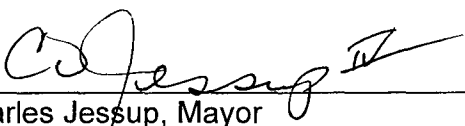
ORDINANCE NO. 2009-24

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY SECRETARY OF THE CITY OF MEADOWS PLACE, TEXAS, TO ENTER INTO A PRIMARY INTERLOCAL AGREEMENT BETWEEN THE FORT BEND COUNTY AND THE CITY OF MEADOWS PLACE, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A".


BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF MEADOWS PLACE, TEXAS:

1. That the Mayor and the City Secretary of the City of Meadows Place, Texas, are each hereby authorized to execute, for and on behalf of the City of Meadows Place, Texas, a primary interlocal agreement between the County of Fort Bend and the City of Meadows Place for assistance on projects to perform governmental functions and services within the corporate limits of Meadows Place as authorized by Section 791.011(d)(1) of the Texas Government Code, for a one year period beginning October 1, 2009 and ending on September 30, 2010, with automatic one-year renewals unless terminated earlier by either party upon thirty (30) days written notice., in a form as attached hereto and marked Exhibit "A".

PASSED and APPROVED this, the 22 day of  
September, 2009.

  
Charles Jessup, Mayor  
City of Meadows Place, Texas

ATTEST:

  
Elaine Herff, City Secretary

RECORDED ON 1-13-10  
IN THE COMMISSIONER COURT  
MINUTES OF 1-12-10

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 CITY OF MEADOWS PLACE**

On this the 12 day of January, 2010, 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 Meadows  
Place 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

**PRIMARY INTERLOCAL AGREEMENT BETWEEN  
FORT BEND COUNTY AND CITY OF STAFFORD**

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 Stafford** 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 Stafford 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 Stafford's assistance in performing certain governmental functions and services;

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

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

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

City of Stafford 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 Stafford 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

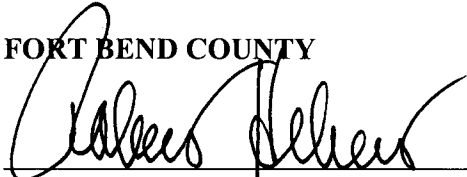
If to **City of Stafford**:

City of Stafford  
2610 South Main  
Stafford, Texas 77477  
Attention: Mayor



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

**FORT BEND COUNTY**



Robert E. Hebert, County Judge

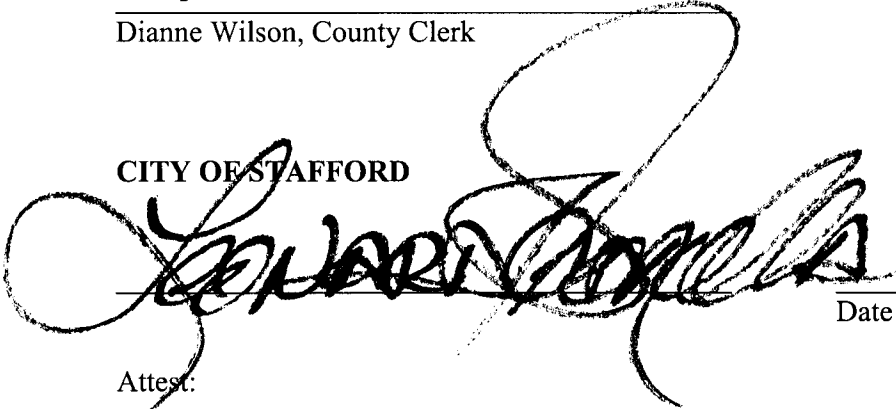
Date January 12, 2010

Attest:



Dianne Wilson, County Clerk

**CITY OF STAFFORD**



Date

8 Sept '09

Attest:



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 STAFFORD**

On this the 12 day of January, 2010, 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 Stafford 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.

RESOLUTION NO. 09-34

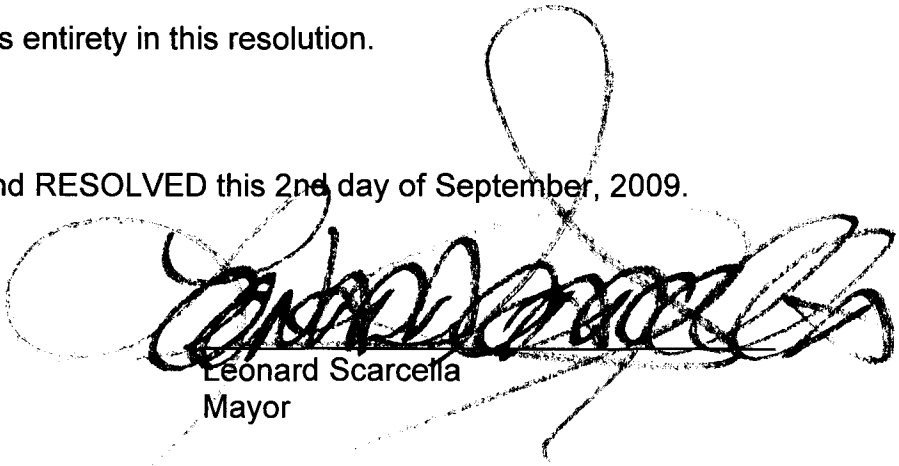
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD,  
TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE  
AND THE CITY SECRETARY TO ATTEST TO THE PRIMARY  
INTERLOCAL AGREEMENT WITH FORT BEND COUNTY TO PROVIDE  
GOVERNMENTAL SERVICES TO EACH OTHER ON A PROJECT BY  
PROJECT BASIS

\* \* \* \* \*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. That the Mayor is hereby authorized to execute and the City  
Secretary to attest to an Interlocal Agreement with Fort Bend County to provide  
governmental services to each other on a project by project basis under the terms and  
provisions set forth in the agreement attached hereto and incorporated herein for all  
purposes as though set forth in its entirety in this resolution.

PASSED, APPROVED, and RESOLVED this 2nd day of September, 2009.

  
Leonard Scarcella  
Mayor

ATTEST:

  
Bonnie Baiamonte  
City Secretary