## AGENDA ITEM FOR COMMISSIONERS COURT JANUARY 12, 2010

22

#### **ROAD & BRIDGE**

Take all appropriate action on Primary Interlocal Agreement between Fort Bend County and the City of Weston Lakes effective through September 30, 2010, with automatic one-year renewal.

1-13-10 originet 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 WESTON LAKES

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 Weston Lakes**, acting by and through its City Council ("City.")

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

WHEREAS, City desires County's assistance in performing certain governmental functions and services and County desires to assist City in performing certain governmental functions and services;

NOW, 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 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 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 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 this 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

The term of this Agreement shall be effective on the date executed by County 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 Weston Lakes:

P.O. Box 1082 Fulshear, Texas 77441 Attention: Mayor

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

FORT BEND COUNTY	
Calen Helier	i-12-10
Robert E. Hebert, County Judge	Date
Attest: Acanne Hilson	
Dianne Wilson, County Clerk	
CITY OF WESTON LAKES	<b>*</b> *
Mary dow Blunkewicz	Date 22,2009
Attest:	
Methyr M N.da	

MER/nm: Primary.WESTON LAKES: 3795- (11182009)

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

STATE OF TEXAS	§	AN AND AND AN AND AN ENTERED PROGRAMME
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND	Ş	

# ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE PRIMARY INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY, TEXAS AND THE CITY OF WESTON LAKES

	On this	the _	$\frac{12}{\sqrt{2}}$ day of $\frac{\sqrt{2}}{\sqrt{2}}$	aruary	, 20	0 <u>10</u> , Fort I	3end	County, Texas,
upon	motion	of	Commissioner	hoyers	,	Seconded	by	Commissioner
mor	r1501	اب	, duly put a	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 Weston Lakes 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.