

FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 03/30/10

Submitted By: Nicole Mehrens, County Attorney's Office

Department: ROAD & BRIDGE

Court Agenda Date: 04/06/10

Phone Number: 281-341-4555

SUMMARY OF ITEM:

Approve Primary Interlocal Agreement, effective through September 30, 2010, with automatic one-year renewals, between Fort Bend County and Fort Bend County Levee Improvement District No. 17.

RENEWAL AGREEMENT/APPOINTMENT

YES

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NO

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REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES

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NO

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List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES

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NO

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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:

Special Handling Requested (specify):

4-9-10 orig. ret. to Nicole at Co. Attorney

STATE OF TEXAS

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COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**PRIMARY INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY, TEXAS
AND FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 17**

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 **Fort Bend County Levee Improvement District No. 17** ("LID 17"), acting by and through its 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, LID 17 is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement;

Whereas, County desires LID 17's assistance in performing certain governmental functions and services;

Whereas, County desires to assist LID 17 in performing certain governmental functions and services;

Whereas, LID 17 desires County's assistance in performing certain governmental functions and services; and

Whereas, LID 17 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 LID 17 with certain governmental functions and services on a "project by project" basis (the "Project").

LID 17 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 LID 17 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 supersede 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**:

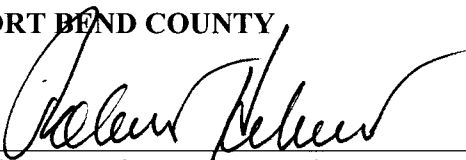
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: Robert E. Hebert, County Judge

If to **LID 17**:

Allen Boone Humphries Robinson LLP
Fort Bend County Levee Improvement District No. 17
Phoenix Tower
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

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

FORT BEND COUNTY




Robert E. Hebert, County Judge

Date

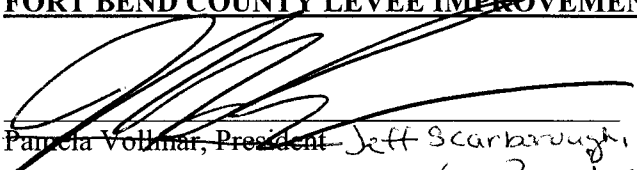
4-6-2010

Attest:

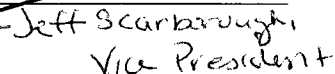


Dianne Wilson, County Clerk

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 17



Pamela Vollmar, President

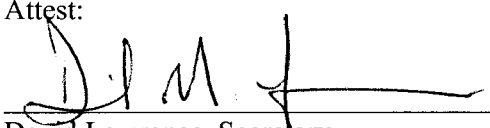


Jeff Scarborough,
Vice President

Date

March 11, 2010

Attest:



David Lawrence, Secretary