

**FORT BEND COUNTY    FY 2010**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

<b>Date Submitted:</b> June 1, 2010	<b>Submitted By:</b> Scott Wiegat
<b>Court Agenda Date:</b> June 8, 2010	<b>Department:</b> Road & Bridge
	<b>Phone Number:</b> 281-238-3607

**SUMMARY OF ITEM:** Approve Renewal of Primary Interlocal Agreement, effective through September 30, 2010, with automatic one-year renewals, between Fort Bend County and City of Houston.

**RENEWAL AGREEMENT/APPOINTMENT**                      YES ☒      NO ☐  
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:**      YES ☒      NO ☐

**List Supporting Documents Attached:**

<b>FINANCIAL SUMMARY:</b>	
<b>BUDGETED ITEM:</b> YES <input type="checkbox"/> NO <input type="checkbox"/>	<b>COUNTY JUDGE RECEIVED JUN 02 2010</b>
<b>FUNDNG SOURCE:</b> Accounting Unit:                      Account Number:	
Activity (If Applicable):	
<b>DESCRIPTION OF LAWSOM ACCOUNT:</b> Road & Bridge	

**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 X ☐ (✓ 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 type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

<b><u>RECOMMENDATION / ACTION REQUESTED:</u></b>
<b>Special Handling Requested (specify):</b>

6-16-10    3 origs. ret. to Scott at Road & Bridge

C73833  
NCA

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

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

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 Houston** ("City") acting by and through the Mayor.

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

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

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

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

City 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 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, Fort Bend County, through its Commissioners Court, and City, as required by law through the mayor or City Council, 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

**CITY OF HOUSTON**

ATTEST/SEAL

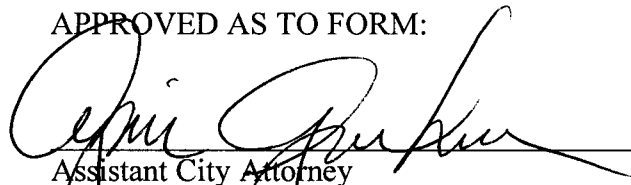
  
\_\_\_\_\_  
City Secretary

APPROVED:

*Sec*

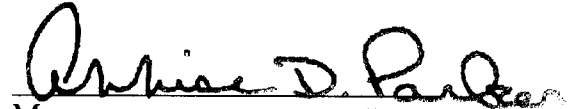
  
\_\_\_\_\_  
Director, Public Works and Engineering  
Department

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney  
I.D. File No. 0420200017003

CITY OF HOUSTON, TEXAS

Signed by:

  
\_\_\_\_\_  
Mayor *Martha L. Stein*

COUNTERSIGNED BY:

  
\_\_\_\_\_  
City Controller *Leonard Polk*

DATE COUNTERSIGNED:

5-14-10

If to City of Houston:

City of Houston  
Attn: Mayor  
P.O. Box 1562  
Houston, Texas 77251

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

**FORT BEND COUNTY,**



Robert E. Hebert, County Judge

6-8-2010

Date

Attest:



Dianne Wilson, County Clerk

STATE OF TEXAS  
COUNTY OF FORT BEND

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§  
§

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 HOUSTON**

On this the 8 day of June, 2010, Fort Bend County, Texas,  
upon motion of Commissioner Prestage, 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 Houston 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.