

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

**INTERLOCAL PROJECT AGREEMENT**

This Interlocal Project Agreement (“Project Agreement”), is made and entered into pursuant to the Interlocal Cooperation 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 Lamar Consolidated Independent School District, acting by and through its Board of Trustees (“LCISD.”)

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

RECITALS

WHEREAS, pursuant to Section 332.021 of the Texas Local Government Code, County and LCISD may jointly, by agreement, establish, provide, maintain, construct, and operate playgrounds, recreation centers, athletic fields, swimming pools, and other park or recreational facilities located on property owned or acquired by either political subdivision; and

WHEREAS, County and LCISD desire to provide a playground and related items for use of the Head Start program held at LCISD; and

WHEREAS, County and LCISD have entered into a Primary Interlocal Agreement; and

WHEREAS, County and LCISD find that this Agreement serves a public purpose.

I.  
BASIC TERMS

- A. This Project Agreement is entered into pursuant to the Primary Interlocal Agreement (“Primary Agreement”) previously agreed to by the parties on October 9, 2007. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.
- B. County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.
- C. County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.
- D. County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.
- E. LCISD hereby affirmatively finds that LCISD is specifically authorized by law to individually and independently construct the Project on its own.
- F. County and LCISD agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

- G. County and LCISD affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public, that the proposed arrangements serve the interest of efficient and economical administration of the State Government, and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.
- H. County and LCISD agree that the Project will be open and available to the public when not in use by Head Start.

II.  
PURPOSE

The purpose of this Project is to provide playground equipment, fencing and a covered area for use of the WILLIAM SMITH SR., TRI COUNTY CHILD DEVELOPMENT COUNCIL INC., a non-profit, Texas corporation, hereinafter referred to as "Head Start" at the Juan Seguin Early Childhood Center ("Project Site"), located on an LCISD Campus in Fort Bend County, Texas, hereinafter referred to as "the Project." This Agreement shall be considered as an in-kind contribution for the benefit of Head Start.

III.  
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

- A. County agrees to provide, at its sole expense, certain playground equipment, fencing and a covered area at the Project Site, and certain furniture for the use of Head Start, in an amount not-to-exceed \$200,000, including labor costs.
- B. County shall solicit bids or proposals of best value for the Project in accordance with the usual and customary procedures of the County and the Texas statutes. It is expressly agreed and understood that County reserves the right to reject any and all bids or proposals. In such event, County, in its discretion, may either re-advertise for bids pursuant to the same understanding with regard to rejection of bids or terminate this Agreement as hereinafter provided. The County's determination of the bidder who submits the bid or proposal of best value for the Project shall be final and conclusive.
- C. County will insure the playground equipment, fencing and cover against vandalism and/or theft up to a limit of \$100,000.
- D. County and LCISD shall work jointly on the design of the Project. However, any final determination on the purchase or installation Project shall lie solely with County, with input from Head Start.
- E. County shall be the owner of the furniture purchased by County and used by Head Start at the Project Site and LCISD shall relinquish possession of the furniture to County upon termination of this Agreement.

LCISD'S RESPONSIBILITIES:

- F. LCISD agrees to provide the location for the Project, include an indoor area for use by Head Start.
- G. LCISD agrees to provide routine maintenance and repairs after installation by County.
- H. LCISD will coordinate the efforts of County for scheduling purposes. LCISD will furnish the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner for installation of the Project.

IV.  
MISCELLANEOUS

- A. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- B. Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- C. LCISD and County have each sought review and approval of its respective legal counsel.
- D. The County Road Commissioner, at his sole discretion, shall decide any and all questions that may arise with regard to the labor and equipment necessary to complete the Project.
- E. It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.
- F. 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 LCISD:  
LAURA LYONS DIRECTOR OF  
ELEMENTARY EDUCATION  
3911 AVENUE I  
ROSENBERG, TX 77471

V.  
TERM

This Agreement shall commence on the date executed by the final party and shall remain in effect until terminated by any party by providing sixty (60) calendar days notice to the other party.

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VI.  
EXECUTION

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

**FORT BEND COUNTY:**

*Robert Hebert*

Robert Hebert, Fort Bend County Judge

July 10, 2012  
Date

Attest:

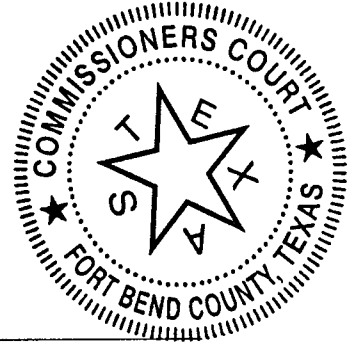
*Dianne Wilson*

Dianne Wilson, Fort Bend County Clerk

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

*Thomas Randle*

7-1-12  
Date



*Thomas Randle, Superintendent*  
Printed Name, Title

REVIEWED:

\_\_\_\_\_  
Marc Grant  
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$200,000.00 to accomplish and pay the obligation of Fort Bend County under this Project Agreement.

*Ed Sturdivant*  
Ed Sturdivant, Fort Bend County Auditor

LCISD/Head Start Interlocal Agreement.2012