



Tom Ramsey, P.E., Commissioner
Harris County Precinct 3

March 22, 2021

AGENDA ITEM

Members of Commissioners Court
Administration Building
Harris County, Texas

Members of the Court:

Precinct Three requests authorization for the County Judge to execute the attached Interlocal Agreement between Harris County and the City of Bellaire regarding the maintenance and operation of the Nature Discovery Center at Russ Pitman Park.

Your consideration and approval of this request is appreciated.

Sincerely,

Tom S. Ramsey, P.E.
County Commissioner
Precinct Three

TR:cj

City of Bellaire

ORDINANCE NO. 21-006

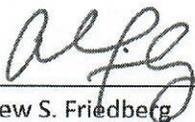
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, AN *INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF BELLAIRE* CONCERNING A PAYMENT IN THE AMOUNT OF \$25,000.00 FROM HARRIS COUNTY, TEXAS, TO BE USED FOR THE OPERATION AND MAINTENANCE OF THE NATURE DISCOVERY CENTER AT RUSS PITMAN PARK, 7112 NEWCASTLE DRIVE, BELLAIRE, TEXAS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the Mayor and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, an *Interlocal Agreement Between Harris County and City of Bellaire* concerning a payment in the amount of \$25,000.00 from Harris County, Texas, to be used for the operation and maintenance of The Nature Discovery Center at Russ Pitman Park, 7112 Newcastle Drive, Bellaire, Texas.

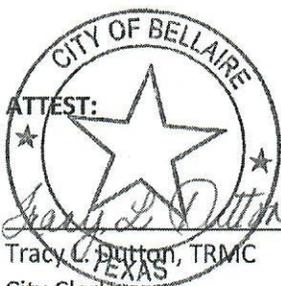
PASSED, APPROVED, and ADOPTED this 25th day of January, 2021.

SIGNED:



Andrew S. Friedberg
Mayor

ATTEST:




Tracy L. Dutton, TRMC
City Clerk

APPROVED AS TO FORM:



Alan P. Petrov
City Attorney

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY
AND CITY OF BELLAIRE**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (the "Agreement") is made and entered by and between Harris County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court ("County") and the City of Bellaire ("City"), a municipal corporation under the laws of the State of Texas, ("Harris Health") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 – 791.030. The County and City are referred to herein collectively as "Parties" and individually as a "Party."

Recitals:

The City operates and maintains the Nature Discovery Center ("Center") in Russ Pitman Park, a City-owned park ("Park") located at 7112 Newcastle in Bellaire, Harris County, Texas, for the use of the residents of the City and the County.

The County is willing to participate in the operation and maintenance of the Center by contributing a portion of the cost thereof, as hereinafter provided, in consideration of the City operating and maintaining the Center.

The County and City are authorized to enter into this Interlocal Agreement by Tex. Loc. Gov't Code §§332.002 & 332.021, pursuant to which the County and City may cooperate with each other to provide, maintain, construct, and operate park and recreational facilities located on property owned or acquired by either political subdivision.

In consideration of the mutual covenants, agreements, and benefits to the Parties, it is agreed as follows:

Terms:

I.

After the execution of this Interlocal Agreement by both Parties, the County will pay the City a one-time, lump sum payment of \$25,000.00. The City will place said funds in a separate bank account for the purpose of paying for the operation and maintenance of the Center.

II.

The City shall expend the funds paid to it by the County only for the operation and maintenance of the Center. The City may arrange with The Nature Discovery Center, Inc., a Texas nonprofit corporation (formerly, Friends of Bellaire Parks, Inc.), to operate and maintain the Center. One year after receipt of the funds from the County, the City will submit to Harris County Commissioner, Precinct 3, in a form approved by the Harris County Auditor, a detailed written report itemizing how the funds paid by the County to the City have been expended. If the report

indicates that any portion of the funds have not been expended by the City for the operation and maintenance of the Center, then the City will refund the balance of said funds to the County, simultaneously with the delivery of the report.

III.

The City shall not use or permit the property upon which the Center is constructed to be used for any purpose other than in connection with the operation and maintenance of the Center, or take any action inconsistent with such use, for a period of at least one year after receipt of the funds from the County, during which time the Park, the Center, and their facilities shall be open to all residents of the County on the same basis as residents of the City. In no event shall the County be obligated to provide maintenance of the Park or Center.

IV.

In the event the City discontinues the operation or maintenance of the Center prior to one year after receipt of the funds from the County, this Agreement terminates automatically and the City will immediately, without demand, refund to the County all unexpended funds paid to the City by the County, along with a detailed written report itemizing how the funds paid by the County to the City have been expended.

V.

The County may terminate this Interlocal Agreement with or without cause, at any time by giving the City thirty (30) days prior written notice of its intent to terminate. Within fifteen (15) days after the termination date of this Interlocal Agreement, the City shall refund to the County all unexpended funds paid to the City by the County, along with a detailed written report itemizing how the funds paid by the County to the City have been expended.

VI.

In performing its obligations hereunder, the City will comply with all applicable federal, state, county and city ordinances, rules, and regulations, now in force or which may hereafter be enacted or promulgated.

VII.

The County has appropriated and has available the maximum sum of Twenty-Five Thousand and No/Dollars (\$25,000.00) to satisfy its obligations under this Interlocal Agreement.

VIII.

Upon request by the County Commissioner of Precinct 3, the City will place a sign in the Park, at a location and in a form to be approved by the County Commissioner of Precinct 3, which acknowledges the County's participation in the operation and maintenance of the Center.

IX.

All notices and communications under this Interlocal Agreement will be mailed by certified mail, return receipt requested, or delivered to the County at the following address:

Harris County Commissioners Judge
1001 Preston, 9th Floor
Houston, Texas 77002

All notices and communications under this Interlocal Agreement will be mailed by certified mail, return receipt requested, or delivered to the City at the following address:

Parks & Recreation Department
7008 South Rice Avenue
Bellaire, Texas 77401-4495
Attention: Director

Notice will be considered given and completed upon deposit of the notice in a United States Postal Service receptacle.

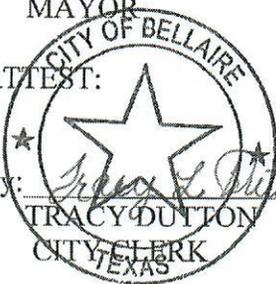
X.

This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument are of no force and effect excepting a subsequent modification.

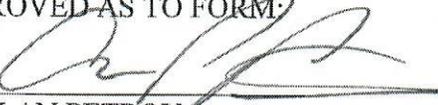
CITY OF BELLAIRE

By: 
ANDREW S. FRIEDBERG
MAYOR

ATTEST:

By: 
TRACY DUTTON
CITY CLERK


APPROVED AS TO FORM:

By: 
ALAN PETROV
CITY ATTORNEY

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

By: _____
Amy Samples
Assistant County Attorney
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