

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**PRIMARY INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY DRAINAGE DISTRICT AND CITY OF STAFFORD**

This Interlocal Agreement is made and entered into pursuant to the Interlocal Cooperation Act, (the "Act"), Chapter 791 of the Texas Government Code, between the **Fort Bend County Drainage District**, (the "District") a body corporate and politic, acting by and through its Board of Directors and the **City of Stafford**, (the "City") a municipality acting by and through its City Council.

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

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

WHEREAS, the District desires the City's assistance in performing certain governmental functions and services;

WHEREAS, the District desires to assist the City in performing certain governmental functions and services;

WHEREAS, the City desires the District's assistance in performing certain governmental functions and services;

WHEREAS, the City desires to assist the District 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**

The District agrees to assist the City with certain governmental functions and services on a "project by project" basis.

The City agrees to assist the District with certain governmental functions and services on a "project by project" basis.

The parties agree that the District 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 District's Board of Directors must first give specific written approval for the requested governmental function or service to be provided (the "Project") before any aspect of the Project is commenced. Such specific written approval for the Project must be in a document other than the Primary Interlocal Agreement, contain a description of the Project to be undertaken as well as identify the Project's location, and approved by both parties (the "Project Agreement").

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 District and the City, and the terms and provisions of this Agreement shall supercede the terms and provisions of all prior Primary Interlocal Agreements between the District and the City. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2023, 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 Drainage District:

Fort Bend County Drainage District
Attention: Chief Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to:

Fort Bend County Drainage District
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to the City of Stafford:

City of Stafford
Attention: Mayor
2610 South Main
Stafford, Texas 77477

VI.
EXECUTION

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

FORT BEND COUNTY DRAINAGE DISTRICT:

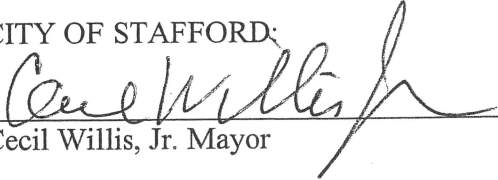
KP George, Fort Bend County Judge

Date

Attest:

Laura Richard, Fort Bend County Clerk

CITY OF STAFFORD:

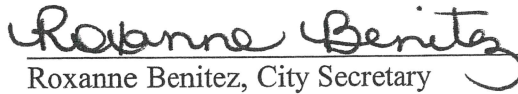


Cecil Willis, Jr. Mayor

07-06-2022

Date

Attest:



Roxanne Benitez, City Secretary

REVIEWED:

Mark Vogler, Chief Engineer