

2010  
**FORT BEND COUNTY FY 2009**  
**DRAINAGE DISTRICT AGENDA REQUEST FORM**

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

<b>Date Submitted:</b>	09/29/2009	<b>Submitted By:</b> Mary Reveles
<b>Court Agenda Date:</b>	10/06/2009	<b>Department:</b> County Attorney
		<b>Phone Number:</b> 341-4554

**SUMMARY OF ITEM:**

**DRAINAGE DISTRICT:**

Take all appropriate action on the Interlocal Agreement between the Fort Bend County Drainage District and Fort Bend County Municipal Utility District No. 187 (MUD 187) for mowing and other maintenance of 14.697 acres located within, adjacent to or downstream of MUD 187's boundaries, at not cost to the Fort Bend County Drainage District.

**FINANCIAL SUMMARY:** BUDGETED ITEM: YES  NO  N/A

**FUNDNG SOURCE:** Accounting Unit: Account Number: Activity (If Applicable):

**DESCRIPTION OF LAWSOM ACCOUNT:** N/A

**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](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 type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Tax Assessor/Collector	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Drainage District	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

**Special Handling Requested (specify):** MUD 187 will provide the mowing and other maintenance on Drainage District's property at no cost to the Drainage District.

10-9-09 2 orig's ret. to Mary at Co Attorney

INTERLOCAL AGREEMENT

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Tex. Govt. Code Ann., Ch. 791, as amended, and executed by and between **Fort Bend County Drainage District**, a body corporate and politic under the laws of the State of Texas, hereinafter called "FBCDD," or the "District," and **Fort Bend County Municipal Utility District No. 187**, a conservation and reclamation district created and operating under the provisions of Article XVI, Section 59, of the Constitution of Texas, and Chapters 49 and 54, Texas Water Code, hereinafter called "MUD 187."

WHEREAS, FBCDD performs certain maintenance services, including mowing services, on drainage and flood control ditches located within, adjacent to, and downstream of the boundaries of MUD 187; and

WHEREAS, MUD 187 desires to perform certain of said maintenance services, namely, mowing and related services, in FBCDD's stead and upon the terms and conditions hereinafter stated; and

WHEREAS, FBCDD is willing to allow foliage, vegetation and other growth in and around Rabbs Bayou as consideration for MUD 187 in performing such services.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties herein named, the parties agree as follows:

I.

MUD 187 shall perform maintenance services on the following FBCDD land located within, adjacent to, or downstream of MUD 187's boundaries, comprising 14.697 acres, more particularly shown on **Exhibit A**:

II.

The maintenance services to be performed by MUD 187 shall consist of mowing the grass of the berms, slopes and bottoms along the ditches delineated in Article I. between the ditch right-of-way boundaries. MUD 187 shall mow the grass in the stipulated areas at least three times per growing season. MUD 187 shall perform such other maintenance as it, in its sole discretion, and at no additional cost to FBCDD, deems reasonably necessary to provide for an attractive appearance of the ditch. FBCDD may continue to provide herbicide application and maintenance services other than mowing at its discretion, but shall not be obligated to do such.

III.

All or a portion of the mowing services will be completed on FBCDD land or right-of-way. FBCDD authorizes MUD 187 to enter upon its land and has no objection to it entering upon its right-of-way for the limited purpose of performing the mowing and maintenance services, subject to FBCDD's rights thereto. MUD 187's authority to enter upon the right-of-way is expressly limited to the purposes set forth herein; is subject at all times to FBCDD's right to enter upon and use its land or right-of-way for flood control purposes, as is more fully provided in Article V hereof; and is expressly limited to the extent of FBCDD's right, title, or interest, if any, in and to the land or right-of-way used by MUD 187, and FBCDD makes no representation or warranty regarding its right, title, or interest, if any, in and to the land or right-of-way used by MUD 187 for performing the mowing and maintenance services.

IV.

MUD 187 shall provide or contract for all labor, equipment, fuel, and supplies necessary to perform the mowing delineated in Article II. above.

V.

It is understood and agreed that FBCDD and FBCDD's personnel shall not be considered employees, agents, partners, joint venturers, ostensible or apparent agents, servants or borrowed servants of MUD 187. It is also understood and agreed that MUD 187 and MUD 187's personnel shall not be considered employees, agents, partners, joint venturers, ostensible or apparent agents, servants, or borrowed servants of FBCDD.

VI.

MUD 187 will cause to be inserted in the contract for mowing and maintenance, a statement that the contractor will save and hold harmless the MUD 187, and the Fort Bend County Drainage District and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person and/or property in consequence of any neglect in safeguarding the work and/or through the use of unacceptable materials in the mowing and maintenance of FBCDD land or right-of-way or any associated improvements, and/or on account of any act of omission by the contractor, provided, however, that the liability of the contractor under such indemnification shall not exceed \$400,000.00 per occurrence.

VII.

MUD 187 COVENANTS NOT TO SUE AND AGREES TO RELEASE FBCDD FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DEMANDS, FINES, COSTS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ON ACCOUNT OF PERSONAL INJURIES, ILLNESS, OR DEATH OF PERSON(S), OR

DAMAGE TO OR LOSS OF PROPERTY (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO ANY PROPERTY OF MUD 187) INCURRED BY MUD 187 THAT GROW OUT OF, OR RESULT FROM THE NEGLIGENCE OF MUD 187 ITS EMPLOYEES, AGENTS, LICENSEES, INVITEES, REPRESENTATIVES, CONTRACTORS, OR SUBCONTRACTORS IN PERFORMING THE ACTIVITIES PERMITTED BY THIS AGREEMENT, OR ARISING FROM OR INCIDENT TO ANY DEFECT IN OR CONDITION OF ANY PROPERTY, FACILITIES, EQUIPMENT, TOOLS, OR OTHER ITEMS PROVIDED BY FBCDD WHETHER OR NOT SUCH DEFECT OR CONDITION IS KNOWN OR SHOULD HAVE BEEN KNOWN TO THE DISTRICT, ITS DIRECTOR, OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, CONTRACTORS, AND/OR SUBCONTRACTORS.

MUD 187 AGREES NOT TO IMPEAD OR BRING ANY ACTION AGAINST FBCDD, ITS DIRECTOR, OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, CONTRACTORS, OR SUBCONTRACTORS BASED ON ANY CLAIM BY ANY PERSON FOR PERSONAL INJURY, DEATH, OR PROPERTY LOSS THAT OCCURS IN THE COURSE OR SCOPE OF EMPLOYMENT OF SUCH PERSON BY MUD 187 AND THAT ARISES OUT OF ACTIVITIES PERMITTED UNDER THIS AGREEMENT.

VIII.

MUD 187 agrees that FBCDD at all times retains the right to demand immediate removal of any and all equipment, personal property, and personnel from the drainage and flood control ditches, or to take such steps as may be necessary to remove the same, FBCDD assumes no responsibility for the well being or disposition of any items of equipment or personal property removed hereunder. Furthermore, FBCDD reserves the right to, at any time, enter upon and use the subject property for flood control purposes and to take such actions with respect to such property or any personal property located thereon as, in its Director's sole discretion, may be desirable for flood control purposes and MUD 187 shall have no claim for damages of any character on account thereof against FBCDD, its Director, agents, representatives, employees, or other contractors.

IX.

MUD 187 agrees to only mow and maintain the 14.697 acres as shown on Exhibit A to this Agreement.

X.

Either party may terminate this Agreement, without cause, by giving thirty (30) days' written notice to the other party.

XI.

This Agreement shall begin on October 1, 2009, and has a five (5) year term. This Agreement will automatically renew for a one-year term unless either party gives notice of termination by September 1, or unless earlier terminated pursuant to Article X. above.

XII.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, addressed as follows:

If to FBCDD, to:

Fort Bend County Drainage District  
1004 Blume Road  
Rosenberg, TX 77471  
Attn: Director

If to MUD 187, to:

Fort Bend County Municipal Utility District No. 187  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Mr. Joe B. Allen

XIII.

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 shall be of no force or effect, excepting a subsequent modification in writing signed by all parties hereto.

EXECUTED in <sup>duplicate</sup>~~triplicate~~ originals on October 6, 2009

APPROVED AS TO FORM:

County Attorney

FORT BEND COUNTY DRAINAGE DISTRICT

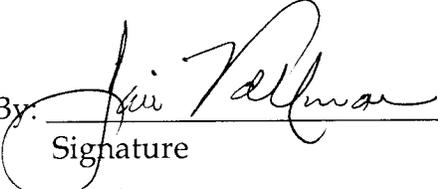
By: *Mary E. Rander*  
Roy Cordes, Jr.  
County Attorney  
*First Assistant*

By: *Robert Hebert*  
Robert Hebert  
County Judge

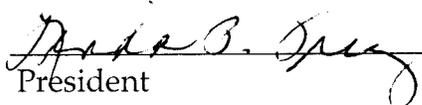
ATTEST: *Dianne Wilson*  
Dianne Wilson, County Clerk

ATTEST:

FORT BEND COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 187

By:   
Signature

Assistant Secretary  
Title

By:   
President



CALL 23.987 ACRES  
CW RICHMOND, L.P.  
F.B.C.C.F. NO. 2006070370

CALL 290.38 ACRES  
THE GEORGE FOUNDATION  
VOL. F.B.C.D.R. 280.

145' DRAINAGE EASEMENT  
VOL. 2015, PG. 2289,  
F.B.C.C.F.

RAGGS BAYOU  
(WIDTH MARKS)

170' DRAINAGE EASEMENT  
VOL. 314, PG. 87, F.B.C.D.R.

250' DRAINAGE EASEMENT  
RAGGS BAYOU

14.697 ACRES  
(640,190 SQ. FT.)

170' DRAINAGE EASEMENT  
VOL. 314, PG. 87, F.B.C.D.R.

250' DRAINAGE EASEMENT  
RAGGS BAYOU

COUNTRY CLUB  
CEMETERY 329,  
VOL. F.B.C.D.R.

PORT BEND COUNTRY CLUB  
VOL. 278, PG. 328, F.B.C.D.R.

RESERVE OF CALL 41.3845 ACRES  
LOWE PARTNERSHIP INTERESTS, L.P.  
F.B.C.C.F. NO. 1999070538

CALL 465.538 ACRES  
CW RICHMOND, L.P.  
NO. 2006070308

# EXHIBIT A

LOCATED IN THE  
JANE H. LLOYD SURVEY, ABSTRACT 55  
FORT BEND COUNTY, TEXAS

SCALE: 1" = 250' JULY 31, 2009