

FORT BEND COUNTY FY 2010
DRAINAGE DISTRICT AGENDA REQUEST FORM

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

Date Submitted: January 6, 2010	Submitted By: Mark Vogler
Court Agenda Date: January 12, 2010	Department: Drainage District
	Phone Number: 281/342-2863

SUMMARY OF ITEM:
Take all appropriate action to approve a Primary Interlocal Agreement between Fort Bend County Drainage District and City of Arcola to assist with certain governmental functions and services on a "project by project" basis.

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

List Supporting Documents Attached: Primary Interlocal Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

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

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE RECEIVED
 JAN 07 2010

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 If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action to approve a Primary Interlocal Agreement between Fort Bend County Drainage District and City of Arcola to assist with certain governmental functions and services on a "project by project" basis.

Special Handling Requested (specify): Return original agreements to Rose Ann Vargas, Drainage

RAV. 2 origs 1-25-10

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND X

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

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 Drainage District ("FDCDD"), a body corporate and politic, acting by and through its governing body, which is the Commissioners Court of Fort Bend County, Texas, and City of Arcola acting by and through its City Council.

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

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

Whereas, FDCDD desires the City of Arcola's assistance in performing certain governmental functions and services;

Whereas, FDCDD desires to assist the City of Arcola in performing certain governmental functions and services;

Whereas, City of Arcola desires FDCDD's assistance in performing certain governmental functions and services; and

Whereas, City of Arcola desires to assist FDCDD 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**

FDCDD agrees to assist City of Arcola with certain governmental functions and services on a "project by project" basis (the "Project").

City of Arcola agrees to assist FDCDD with certain governmental functions and services on a "project by project" basis (the "Project").

The parties agree that FDCDD 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 of Arcola 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, restore or repair a building, road, drainage facility or other facility, the Fort Bend County Commissioners Court 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 will begin August 1, 2009 and continue until terminated. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

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 FDCDD:

Fort Bend County Drainage District
301 Jackson, Suite 719 Richmond, Texas 77469
Attn: County Judge

If to City of Arcola:

City of Arcola
13222 Highway 6
Arcola, Texas 77583
Attention: Mayor


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

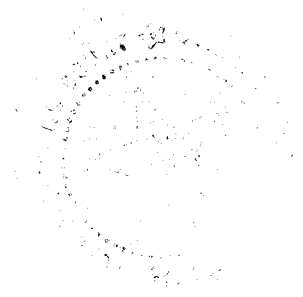
FORT BEND COUNTY DRAINAGE DISTRICT

By: 
Robert E. Hebert, County Judge

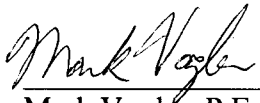
Date: 1-12-10

Attest:


~~Dianne County Clerk~~ Wilson, County Clerk



REVIEWED:


Mark Vogler, P.E.
Drainage District Manager/Chief Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$ 217 to accomplish and pay the obligation of Fort Bend County Drainage District under this Project Agreement.


Fort Bend County Auditor

CITY OF ARCOLA

By: Mary Etta Anderson
Mary Etta Anderson, Mayor

Date: July 14, 2009

Attest:

Arlene Connor
City Secretary

