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ARF-824

DRAINAGE DISTRICT AGENDA

Date: 07/06/2010

Primary Interlocal Agreement City of Weston Lakes

Submitted For: Mark Vogler, Director **Submitted By:** RoseAnn Vargas,
Drainage District

Department: Drainage District

**Renewal Agreement/
Appointment:** No

Reviewed by County Yes

Attorney's Office:

Multiple Originals No

Y/N?:

Information

SUMMARY OF ITEM

Take all appropriate action on a Primary Interlocal Agreement between Fort Bend County Drainage District and City of Weston Lakes to assist with certain governmental functions and services on a project-by-project basis, Fort Bend County Precinct 3

SPECIAL HANDLING

Return original to Rose Ann Vargas, Drainage District Ret. 7-8-10

Attachments

Link: Primary Interlocal Agreement City of Weston Lakes

COUNTY JUDGE
RECEIVED
JUL 02 2010

facility, the Drainage District's Board of Directors 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, if any, between the parties and the terms and provisions of this Agreement shall supersede the terms and provisions of all prior Primary Interlocal Agreements between the parties. The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010 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:**

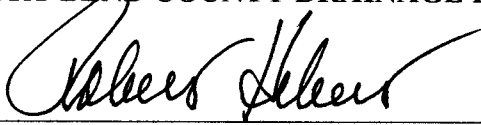
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: Robert E. Hebert, County Judge

If to **City of Weston Lakes:**

PO Box 1082
Fulshear, Texas 77441
Attn: Mary Rose Zdunkewicz, Mayor

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

FORT BEND COUNTY DRAINAGE DISTRICT



Robert E. Hebert, County Judge

7-6-2010

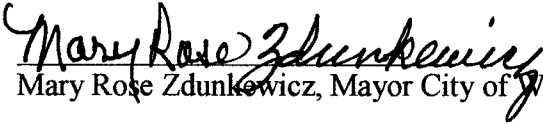
Date

Attest:



Dianne Wilson, District Clerk
County *RB*

THE CITY OF WESTON LAKES:



Mary Rose Zduke, Mayor City of Weston Lakes

May 26, 2010

Date

Attest:



Kathy Nida, City Secretary