

ARF-1633

DRAINAGE DISTRICT AGENDA

Date: 09/28/2010

Pecan Grove MUD Interlocal Agreement

Submitted For:

Mark Vogler, Director

Submitted By:

RoseAnn Vargas,
Drainage District

Department:

Drainage District

Renewal Agreement/

Yes

Appointment:

Reviewed by County

Yes

Attorney's Office:

Multiple Originals

(2) originals

Y/N?:

Information

SUMMARY OF ITEM

Take all appropriate action to approve Interlocal Agreement between Fort Bend County Drainage District and Pecan Grove Municipal Utility District for maintenance of drainage channels.

SPECIAL HANDLING

→ Return originals to Rose Ann Vargas, Drainage District. 10-5-10 2 originals.

Attachments

Link: Pecan Grove MUD Agreement

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
THE PECAN GROVE MUNICIPAL UTILITY DISTRICT

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the Pecan Grove Municipal Utility District, hereinafter referred to as "MUD"

WHEREAS, the MUD desires that the Drainage District assist in the maintenance of drainage channels dedicated by instrument to the MUD; and

WHEREAS, the governing body of the MUD has duly authorized this agreement; and

WHEREAS, the Drainage District desires to assist the MUD in the maintenance of drainage channels dedicated by instrument to the MUD; and

WHEREAS, the governing body of said Drainage District has duly authorized this agreement; and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code.

NOW, THEREFORE, the Drainage District and the MUD mutually agree as follows:

1. The Drainage District may maintain drainage channels dedicated by instrument to the MUD upon written notice by the President of the Board of Directors of the MUD to the County Commissioner within whose precinct said drainage is located. Said maintenance shall be limited to control of vegetation by use of herbicides.

2. The letter from the President of the Board of Directors of the MUD shall set forth the following:

- a. Describe in detail the drainage maintenance the MUD desires the Drainage District's assistance on and describe in detail the work the MUD desires the Drainage District to perform. The work to be performed shall be limited to the application of herbicides within channel banks. The targeted specimen must be identified by the MUD

- b. The approximate time the MUD desires the Drainage District to commence and the approximate time the MUD desires the Drainage District to complete the work.
- c. That the MUD has current revenue funds available to pay the Drainage District its cost for any and all materials used pursuant to the request.
- d. The MUD agrees to pay any and all materials used by the Drainage District pertaining to the request within thirty (30) days after receipt of invoice.
- e. The MUD agrees to provide at no cost to the Drainage District all water required for the maintenance activity.

3. Upon receipt of such written request, the County Commissioner, within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and manpower is available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District may make arrangements to assist the MUD, provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County and/or Drainage District.

4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and equipment operators necessary for the maintenance of drainage channels made the subject of such conditions.

5. It is expressly understood and agreed that this agreement may be terminated by either party upon thirty (30) days written notice.

6. It is expressly understood and agreed that this agreement is automatically terminated on the 30th day of September, 2011, and must be renewed annually thereafter.

7. It is expressly understood and agreed by the parties hereto that this agreement shall be effective October 1, 2010.

[EXECUTION PAGE FOLLOWS]

SIGNED this 31st day of August, 2010.

PECAN GROVE MUNICIPAL UTILITY
DISTRICT

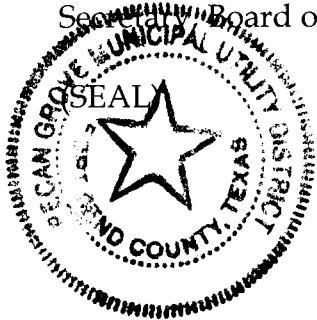


Joe Taylor
President, Board of Directors

ATTEST:

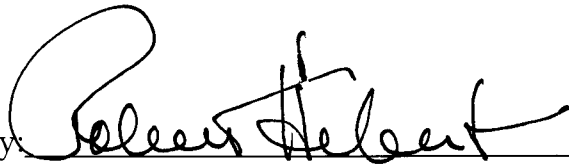


G. E. Kluppel
Secretary, Board of Directors



SIGNED this 28 day of September, 2010.

FORT BEND COUNTY DRAINAGE DISTRICT



By: Robert Hebert
Name: Robert Hebert

Title: County Judge, Chairman of Drainage District

ATTEST:



By: Dianne Wilson
Name: Dianne Wilson
Title: County Clerk