

ARF-2258

DRAINAGE DISTRICT AGENDA

Date: 12/07/2010

City of Arcola, Interlocal Project Agreement

Submitted For: Mark Vogler, DirectorSubmitted By:RoseAnn Vargas, Drainage
DistrictDepartment: Drainage DistrictRenewal Agreement/ NoAppointment:Reviewed by County YesAttorney's Office:Multiple Originals Y/N?: 2 originals

Information**SUMMARY OF ITEM**

Take all appropriate action to approve an Interlocal Project Agreement between Fort Bend County Drainage District and City of Arcola to provide for cleaning the bed and banks of the West Fork of Chocolate Bayou.

→ SPECIAL HANDLING

Return (2) originals to Adam Wright, Drainage District

Attachments

2 origs ret. 12-16-10

Link: City of Arcola Agreement

COUNTY JUDGE
RECEIVED
DEC 08 2010

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement ("Project Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County Drainage District, ("FBCDD") a body corporate and politic, acting by and through the Commissioners Court of Fort Bend County, and the City of Arcola ("Local Government") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council,

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

L

BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") agreed to by Fort Bend County and the Local Government and signed by the Fort Bend County Judge on 1-12-10. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set for herein word for word.

FBCDD, by and through the Commissioners Court, hereby affirmatively finds that Fort Bend FBCDD will receive a benefit as the result of this Project.

FBCDD, by and through the Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

FBCDD, by and through the Commissioners Court, hereby affirmatively finds that FBCDD is specifically authorized by law to individually and independently undertake the Project on its own, with consent of the City, as provided in this agreement.

Local Government, by and through its City Council, hereby affirmatively finds that Local Government is specifically authorized by law to individually and independently undertake the Project on its own.

FBCDD and Local Government agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

FBCDD and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party

for its services or functions performed under this Agreement.

Neither FBCDD nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that FBCDD is relying upon Local Government for notice to proceed with this Project, but that FBCDD shall not be required to perform this Agreement within any time limit.

FBCDD and Local Government understand and agree that FBCDD is an Independent Contractor and that at no time will FBCDD's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government,

FBCDD and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of FBCDD.

II. PURPOSE

The purpose of this Project is to provide for cleaning the bed and banks of the West Fork of Chocolate Bayou.

III. TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on December 31, 2010, and continuing thereafter until terminated by a party. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as follows: (1) cleaning the bed and banks of the West Fork of Chocolate Bayou ("Bayou"), including excavating and controlling vegetation, (2) spreading excavated soil and material near the Bayou, subject to reasonable control by affected property owners, (3) gaining access to the bed and banks of the Bayou by crossing affected properties, subject to reasonable direction and control by the affected property owners, and (4) activities incidental to the other purposes.

V. PROJECT LOCATION

The location of the Project is within the bed and banks of the West Fork of Chocolate Bayou and nearby areas.

VI.

SCOPE OF WORK

FBCDD'S RESPONSIBILITIES:

FBCDD agrees to furnish labor, equipment, supervision and materials to carry out the Project. Funds for this purpose are subject to annual appropriation and budgeting.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government will be responsible for obtaining appropriate easements or permissions from owners of property where it desires to have work on the Project performed and for obtaining any required permits.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of FBCDD and Local Government personnel.

VII.

MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows: If to Fort Bend FBCDD:

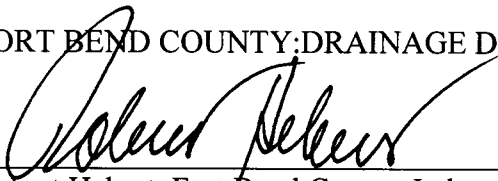
Fort Bend County Drainage District
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to City of Arcola:

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

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

FORT BEND COUNTY: DRAINAGE DISTRICT

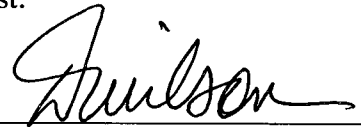


Robert Hebert, Fort Bend County Judge

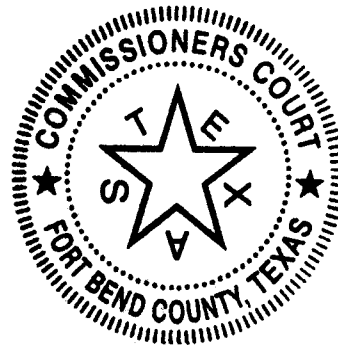
12-7-2010

Date

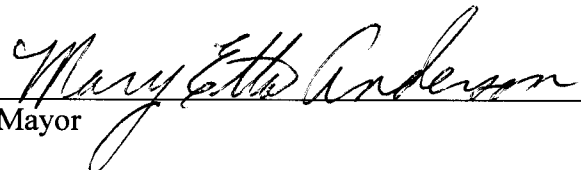
Attest:



Fort Bend County Clerk **DIANNE WILSON**



CITY OF ARCOLA:



Mayor

11-22-2010


Date

Attest:



City Secretary

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 \$ to accomplish and pay the obligation of Fort Bend County Drainage District under this Project Agreement.



Fort Bend County Auditor