

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

**PRIMARY INTERLOCAL AGREEMENT BETWEEN THE
FORT BEND COUNTY DRAINAGE DISTRICT AND CITY OF SUGAR LAND**

This Interlocal Agreement, is made and entered into pursuant to the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, between the **Fort Bend County Drainage District**, ("District") a body corporate and politic, acting by and through its Commissioners Court and **City of Sugar Land** acting by and through its City Council.

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

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

Whereas, District desires the City of Sugar Land's assistance in performing certain governmental functions and services;

Whereas, District desires to assist the City of Sugar Land in performing certain governmental functions and services;

Whereas, City of Sugar Land desires District's assistance in performing certain governmental functions and services; and

Whereas, City of Sugar Land desires to assist District 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**

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

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

The parties agree that District 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 Sugar Land 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 or repair a building, road or other facility, the District 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 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 be from the effective date of this agreement until **September 30, 2013**. However, 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.

Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed as follows:

If to **District**:

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

If to **City of Sugar Land**:

City of Sugar Land
Attn: City Secretary Department
2700 Town Center Blvd. North
Sugar Land, Texas 77479

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated. This Agreement shall become effective upon execution of District.

FORT BEND COUNTY DRAINAGE DISTRICT

Robert E. Hebert

Robert E. Hebert, County Judge

10-2-2012

Date

Attest:

Dianne Wilson

Dianne Wilson, County Clerk

CITY OF SUGAR LAND

By:

James W. Ryan

Title:

Mayor

Date:

09-04-2012

Attest:

Glenn R. Anderson
City Secretary

