

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT
WATER DISTRIBUTION LINE AND WELL COLLECTION LINE RELOCATIONS
GASTON ROAD – MOBILITY BOND PROJECT NO. 13311**

This Interlocal Agreement (the "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and the FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 130 ("District"), acting by and through its Board of Directors. The County and District may be referred to collectively herein as the "Parties."

RECITALS:

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

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

WHEREAS, County and District believe it is in their best interests to enter into this Agreement to facilitate the provision of certain governmental functions to the citizens of Fort Bend County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**SECTION 1
PURPOSE**

The purpose of this Agreement is to outline funding obligations for the design and construction related to the relocations of District water lines in the Gaston Road right-of-way that are in conflict with the proposed roadway improvements ("Project").

**SECTION 2
PROJECT FUNDING**

2.1 County shall be responsible for causing the construction of the Project as a part of its improvements to Gaston Road in Fort Bend County, Texas.

2.2 District agrees to pay to the County, within thirty (30) days of final execution of this Agreement, all construction costs currently estimated in the amount of two hundred thirty-two thousand three hundred ten and 00/100 Dollars (\$232,310.00), as shown on Exhibit A attached hereto and incorporated herein for all purposes.

2.3 Upon completion of the Project and District's receipt of notification from County of such completion, County and District shall be responsible for reviewing and comparing the estimated cost to the actual cost of constructing the Project. In connection with this review, County will make available to the District all records regarding the Project.

2.3.1 If District's payment submitted in accordance with Section 2.2 is less than the actual cost of constructing the Project resulting in a shortage to the County, District shall submit the shortage amount to County within thirty (30) days of District's receipt of a notice of such shortage from the County.

2.3.2 If District's payment submitted in accordance with Section 2.2 is more than the actual cost of the constructing the Project resulting in an overpayment to the County, County shall reimburse the District the amount of the overpayment within thirty (30) days of County's receipt of a notice of such overpayment from the District.

SECTION 3

TERM

This Agreement shall continue in force and effect from the date of execution of the last party hereto until the expiration of twenty-four (24) months from such date, except that Section 2.3 will survive the expiration of this Agreement. Prior to County commencing construction on the Project as provided in Section 2.1 above, either party may terminate this Agreement at any time upon thirty (30) days written notice. However, upon County commencing such work, neither party can terminate this Agreement.

SECTION 4

INSURANCE AND LIABILITY

4.1 County and District are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.

4.2 Each party is solely responsible for the actions and omissions of its employees and officers. No party hereto waives or relinquishes any immunity or

Interlocal Agreement

Water Distribution Line and Well Collection Line Relocations for Gaston Road
2013 Mobility Bond Project No. 13311

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defense on behalf of itself, its trustees, its officers, directors, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

SECTION 5
NOTICES

5.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

5.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Engineering Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
District:	Fort Bend County Municipal District No. 130 Attn: Alex Garcia 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027

5.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 5.1 and 5.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

5.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

5.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

SECTION 6
MISCELLANEOUS

6.1 Each party shall make payments only from current revenues available to the party.

6.2 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.3 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

6.4 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

6.5 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.6 This Agreement cannot be assigned by either party.

6.7 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties. No provision of this Agreement constitutes consent to suit.

6.8 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

6.9 Since the Project involves District water lines, County will:

6.9.1 Allow the District's Engineer to review and approve the design plans for the relocation of the water lines, and

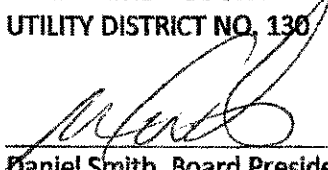
6.9.2 Coordinate with the District to have the District's engineer and operator present for the disconnection and re-connection of the District water lines.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2016.

FORT BEND COUNTY

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 130

Robert E. Hebert, County Judge



Daniel Smith, Board President

Date



Date

ATTEST:

Laura Richard, County Clerk

APPROVED:


FOR Richard W. Stollers, County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

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EXHIBIT A

Gaston Road Segment 2 from Greenbusch to Katy Flewellen
MUD 130 8" Water Line and 12" Well Collection Line Relocation
Preliminary Construction Cost Estimate October 2016

SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY.	Estimated District Cost	
				UNIT PRICE	TOTAL
WATER ITEMS					
COH 02511	8-inch Diameter PVC Water Line	LF	660	\$90	\$59,400.00
COH 02511	12-inch Diameter PVC Water Line	LF	580	\$120	\$69,600.00
COH 02513	Well connection	EA	16	\$2,000	\$32,000.00
COH 02516	Remove existing waterline	EA	960	\$10	\$9,600.00
COH 02520	Remove and relocate Fire Hydrant, including fire hydrant branch	EA	4	\$4,500	\$18,000.00
SUBTOTAL WATER ITEMS					\$188,600.00
15% CONTINGENCY					\$28,290.00
TOTAL CONSTRUCTION COST					\$216,890.00
Engineering Design Services					\$15,420.00
TOTAL PROJECT COST					\$232,310.00