

STATE OF TEXAS                    §  
   §  
COUNTY OF FORT BEND         §

**INTERLOCAL AGREEMENT FOR CONTRIBUTION TO  
DESIGN AND CONSTRUCTION OF  
TRAFFIC SIGNALS**

This Interlocal Agreement for Contribution for Design and Construction of the Traffic Signals at Mason Road at Canyon Gate (this "Agreement") is made and entered into pursuant to Texas Government Code Chapter 791, by and between Fort Bend County Assistance District No. 9 ("CAD 9"), a body corporate and politic under the laws of the State of Texas acting by and through its Board of Directors, and the Cinco Municipal Utility District No. 8 (the "District"), an entity created by an Order of the Texas Water Commission acting by and through its Board of Directors. CAD 9 and the District may be referred to herein individually as a "Party" or collectively as the "Parties".

**RECITALS:**

WHEREAS, the District has been created and organized for the purposes, among others, of protecting, preserving, and restoring the purity and sanitary condition of water within the State, and has the authority pursuant to Chapters 49 and 54 of the Texas Water Code, as amended, to finance, develop and maintain roads, parkways, greenbelts, sidewalks, trails and other recreational facilities for its residents; and

WHEREAS, CAD 9 has been created to fund, among other things, the construction, maintenance or improvement of certain roads or highways within its boundaries; and

WHEREAS, CAD 9 desires to design and construct traffic signals for installation at Mason Road and Canyon Gate for estimated cost of \$350,000.00; and

WHEREAS, the District finds the intersection identified by CAD 9 for improvement is also located within the boundaries of the District, and the construction, maintenance of or improvements to such streets by the District is within its powers; and

WHEREAS, the Parties believe it is in their respective best interests to enter into this Agreement setting forth the terms and conditions pursuant to which CAD 9 will design and construct the improvements and the District will contribute to the costs of same; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the Parties, it is agreed as follows:

## AGREEMENT:

1. Purpose of the Agreement. The purpose of this Agreement is to outline the funding and other obligations related to the design and construction of traffic signals to be installed at the intersection of Mason Road and Canyon Gate (the "Project").
2. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into this Agreement.
3. CAD 9's Rights and Obligations.
  - A. CAD 9 is responsible for the design and construction of the Project pursuant to all applicable state and federal laws. CAD 9 shall not commence design until sufficient funds are appropriated for and committed to the construction of the Project.
  - B. CAD 9 shall submit reports to the District describing in sufficient detail the progress of the Project. These reports shall be submitted to the District at increments agreed to between the Parties as appropriate for the various phases of the Project. Reports received by CAD 9 from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as CAD 9 has reviewed and confirmed the accuracy of such reports.
  - C. Within fifteen (15) days of completion of the design of the Project, CAD 9 will furnish the District a request for payment with a full accounting of the actual costs of the design of the Project.
  - D. Within fifteen (15) days of completion of the construction of the Project, including completion of the final inspection thereof, CAD 9 will furnish the District a request for payment with a full accounting of the actual costs of the construction of the Project.
  - E. CAD 9 shall be responsible for construction of crosswalk improvements at the intersection of Mason Road and Canyon Gate without contribution or reimbursement from the District.
4. District's Rights and Obligations.
  - A. During the work on the Project, the District shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, the District shall not interfere with the work in progress. Any deficiencies brought to the attention of CAD 9 by the District shall be promptly addressed by CAD 9.
  - B. The District shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by the District shall be promptly

addressed by CAD 9. Upon completion of the final inspection, and resolution of noted deficiencies, if any, the District shall notify the District in writing verifying its satisfaction of the work performed.

- C. The District's sole obligation under this Agreement is to provide fifty percent (50%) of actual costs of the Project, up to an amount not to exceed one hundred seventy-five thousand and no/100 dollars (\$175,000.00) for design and construction. The District shall have available the total maximum amount available of one hundred seventy-five thousand and no/100 dollars (\$175,000.00) specifically allocated to fully discharge any and all liabilities that may be incurred by CAD 9 for the Project.
  - D. Within thirty (30) days of CAD 9's issuance of a request for payment of the design of the Project, and the District's receipt and acceptance of District's full accounting of the funds expended on design, the District shall forward fifty percent (50%) of the total amount of design to CAD 9, subject to the District's maximum amount available in accordance with Section 4. C. above.
  - E. Within thirty (30) days of CAD 9's issuance of a request for payment of the construction of the Project, and the District's receipt and acceptance of District's full accounting of the funds expended on construction, the District shall forward fifty percent (50%) of the total amount of construction to CAD 9, subject to the District's maximum amount available in accordance with Section 4. C. above.
5. Liability. CAD 9 and the District are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity. Each Party 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.
- Each Party is solely responsible for the actions and omissions of its employees and officers. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
6. Maintenance. Upon completion of the Project, the District shall not be required to maintain any portions of the Project.
7. Period of the Agreement and Termination. This Agreement becomes effective on the date signed by the last Party and shall remain in effect until completion of the Project and reimbursement payable under this Agreement unless terminated earlier pursuant to the terms hereof. CAD 9 may terminate this Agreement at any time prior to design of the traffic signals, and at no cost to the District, by providing written notice of same to the District. Upon CAD 9's receipt of District's payment of fifty percent (50%) of the total amount of design, CAD 9 shall be obligated to complete construction of the Project.

8. Miscellaneous.

A. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement.

B. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

CAD 9: Fort Bend County Assistance District No. 9  
Attention: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

With a copy to: Fort Bend County Engineering Department  
Attention: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

District: Cinco Municipal Utility District No. 8  
c/o Coats Rose, P.C.  
Attention: Cole Konopka  
9 Greenway Plaza, Suite 1100  
Houston, Texas 77046

C. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. This Agreement may only be amended by a written instrument signed by both Parties.

D. If any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

E. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any resident of any Party.

F. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.

G. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any

such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.

- H. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
- I. The governing body of each Party has authorized its execution and the Agreement has been approved at a duly called and posted meeting, as applicable.

IN TESTIMONY HEREOF, the Parties have executed this Agreement in multiple counterparts.

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 9

\_\_\_\_\_  
KP George, Fort Bend County Judge

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Laura Richard, County Clerk

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available to accomplish and pay the obligations of Fort Bend County Assistance District No. 9 herein.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

CINCO MUNICIPAL UTILITY DISTRICT NO. 8

  
\_\_\_\_\_  
President, Board of Directors

Date: \_\_\_\_\_

Attest:

  
\_\_\_\_\_  
Secretary, Board of Director