

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR CONTRIBUTION TO
CONSTRUCTION OF FRY ROAD ESPLANADE IMPROVEMENTS**

This Interlocal Agreement for Contribution to Construction of Fry Road Esplanade Improvements (this "Agreement") is made and entered into pursuant to Texas Government Code Chapter 791 (the "Act"), by and between Fort Bend County (the "County"), a body corporate and politic under the laws of the State of Texas acting by and through its Commissioners Court, and Cinco Municipal Utility District No. 5 (the "District"), a body corporate and politic under the laws of the State of Texas acting by and through its Board of Directors. The County and the District may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS:

WHEREAS, the County and District local governments as defined by the Act and as such are lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, The District has entered into binding contracts (the "Contracts") with Texscape Services (the "Contractor") for the installation of Celebration Bermuda grass and replacement of the irrigation system in nine (9) esplanades on Fry Road south of Westheimer Parkway and north of Carriage Bend at a combined cost of \$115,425 (the "Improvements"); 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 the County will contribute to the costs of the Improvements; and

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

AGREEMENT:

- A. The District shall be solely responsible for all obligations under the Contracts. The County shall have no obligation to make payment to the Contractor and shall have no obligation to maintain the Improvements following construction.
- B. Upon receipt of a final invoice from the Contractor, the District shall notify the County of completion of the Improvements and the County shall make payment to the District in the amount of ten percent (10%) of the cost of the agreed upon

Improvements, to only include irrigation and sod/soil/fertilization work, not to exceed \$11,000.

- C. The District agrees to maintain general liability insurance in the amount of \$1,000,000 per claim and \$3,000,000 aggregate and to confirm the Contractor maintains insurance acceptable to the District.
- D. This Agreement represents the entire agreement between the parties and there are no other terms or agreements not contained herein.

IN TESTIMONY HEREOF, the Parties have executed this Agreement as of the latest date below.

FORT BEND COUNTY


KP George, Fort Bend County Judge

Date: _____

Attest:

Laura Richard, County Clerk

CINCO MUNICIPAL UTILITY DISTRICT NO. 5



President, Board of Directors

Date: 2/1/2021

Attest:



Secretary, Board of Director