

THE STATE OF TEXAS  
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT FOR CONTRIBUTION OF FUNDS  
FOR CONSTRUCTION OF SIDEWALK PROJECTS LOCATED AT  
HERITAGE BLUFF DRIVE AND CANYON FIELDS DRIVE**

This Interlocal Agreement for Contribution of Funds for Construction of Sidewalk Projects Located at Heritage Bluff Drive and Canyon Fields Drive (this "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 Municipal Utility District No. 142, a body corporate and politic under the laws of the State of Texas, acting by and through its Board of Directors (the "District"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court (the "County"). The District and the County are referred to in this Agreement each individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, pursuant to Chapter 49 of the Texas Water Code, the District has the authority to finance, develop, and maintain recreational facilities for the people in the District, including sidewalks; and

WHEREAS, the County's authority to construct and maintain public roads under Chapter 251 of the Texas Transportation Code extends to sidewalks within the public right of way; and

WHEREAS, the Parties desire to participate in the construction of: (i) approximately four hundred thirty (430) linear feet of five-foot sidewalk along the east side of Heritage Bluff Drive and the north side of Canyon Fields Drive as shown on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "East Project"), and (ii) approximately one thousand one hundred forty (1,140) linear feet of five-foot sidewalk along the west side of Heritage Bluff Drive and the north side of Canyon Fields Drive as shown on **Exhibit "B"** attached hereto and incorporated herein for all purposes (the "West Project," and together with the East Project, collectively, the "Projects"); and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Projects serve a County purpose; and

WHEREAS, the District and the County believe it is in their respective best interests to enter into this Agreement to facilitate the provision of certain governmental functions to the citizens of the County and the District, and agree to participate in the Projects according to the terms of this Agreement; and

WHEREAS, the governing bodies of the District and the County have authorized this Agreement;

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

## **AGREEMENT**

### **Section 1. Incorporation of Recitals**

The representations, covenants, and recitations set forth in the foregoing recitals are: (i) true, (ii) material to this Agreement, and (iii) incorporated into this Agreement for all purposes.

### **Section 2. Purpose**

The purpose of this Agreement is to outline the funding obligations related to the design and construction of the Projects located within the jurisdictional boundaries of both the District and the County.

### **Section 3. East Project Construction and Funding**

3.1 The District is responsible for managing and constructing the East Project in accordance with approved specifications and compliance with the applicable state and federal laws related to the East Project.

3.2 The District shall initially fund the total cost of the East Project. However, the District shall only be obligated to fund fifty percent (50%) of the total actual cost of the East Project.

3.3 The County agrees to reimburse the District for fifty percent (50%) of the total actual cost of the East Project (the "County Contribution"). The actual amount of the County Contribution shall be determined by the full accounting pursuant to subsection 3.4 below.

3.4 Upon completion of construction of the East Project, but no later than ninety (90) calendar days after final payments to all vendors for the East Project, the District will furnish the County with a full accounting of the funds expended on the East Project and an electronic copy of the record drawings showing the East Project. The County may review the District's records regarding the East Project to confirm the accuracy of such full accounting.

3.5 Within thirty (30) calendar days of the County's acceptance of the full accounting, the County shall pay the County Contribution to the District as required pursuant to this Agreement.

3.6 The County shall be responsible for the maintenance of the East Project upon its completion.

#### **Section 4. West Project Construction and Funding**

4.1 The County is responsible for managing and constructing the West Project in accordance with approved specifications and compliance with the applicable state and federal laws related to the West Project.

4.2 The County shall initially fund the total cost of the West Project. However, the County shall only be obligated to fund fifty percent (50%) of the total actual cost of the West Project.

4.3 The District agrees to reimburse the County for fifty percent (50%) of the total actual cost of the West Project (the "District Contribution"). The actual amount of the District Contribution shall be determined by the full accounting pursuant to subsection 4.4 below.

4.4 Upon completion of construction of the West Project, but no later than ninety (90) calendar days after final payments to all vendors for the West Project, the County will furnish the District with a full accounting of the funds expended on the West Project and an electronic copy of the record drawings showing the West Project. The District may review the County's records regarding the West Project to confirm the accuracy of such full accounting.

4.5 Within thirty (30) calendar days of the District's acceptance of the full accounting, the District shall pay the District Contribution to the County as required pursuant to this Agreement.

4.6 The County shall be responsible for the maintenance of the West Project upon completion.

#### **Section 5. Insurance and Liability**

5.1 The County and the District are both governed by the Texas Tort Claims Act, as amended, 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.

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

#### **Section 6. Notices**

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

County: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1st Floor  
Richmond, Texas 77469

With copy to: Fort Bend County  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

District: Fort Bend County Municipal Utility District No. 142  
c/o Schwartz, Page & Harding, L.L.P.  
Attention: John H. Eichelberger III  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056

## **Section 7. Miscellaneous**

7.1 Each Party shall make payments only from current revenues available to such Party.

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

7.3 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties 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.

7.4 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.

7.5 This Agreement supersedes any and all other agreements, either oral or in writing between the Parties with respect to the subject matter of this Agreement, 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.

7.6 This Agreement may not be assigned by either Party.

7.7 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.

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



## **Section 8. Execution**

This Agreement has been executed by the District and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final Party and shall remain in effect until the earliest of: (i) April 30, 2026, or (ii) the Projects are complete and the Parties' obligations pursuant to Section 3.5 and Section 4.5 of this Agreement are completed. The County's obligations pursuant to Section 3.6 and Section 4.6 of this Agreement shall survive the termination of this Agreement.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2021

FORT BEND COUNTY

\_\_\_\_\_  
KP George, County Judge

ATTEST:

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

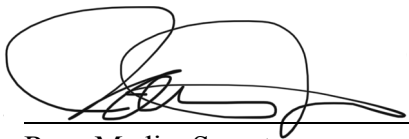
EXECUTED this the 29th day of April, 2021

FORT BEND COUNTY  
MUNICIPAL UTILITY DISTRICT  
NO. 142



Randal L. Carter, President

ATTEST:

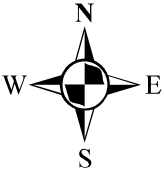
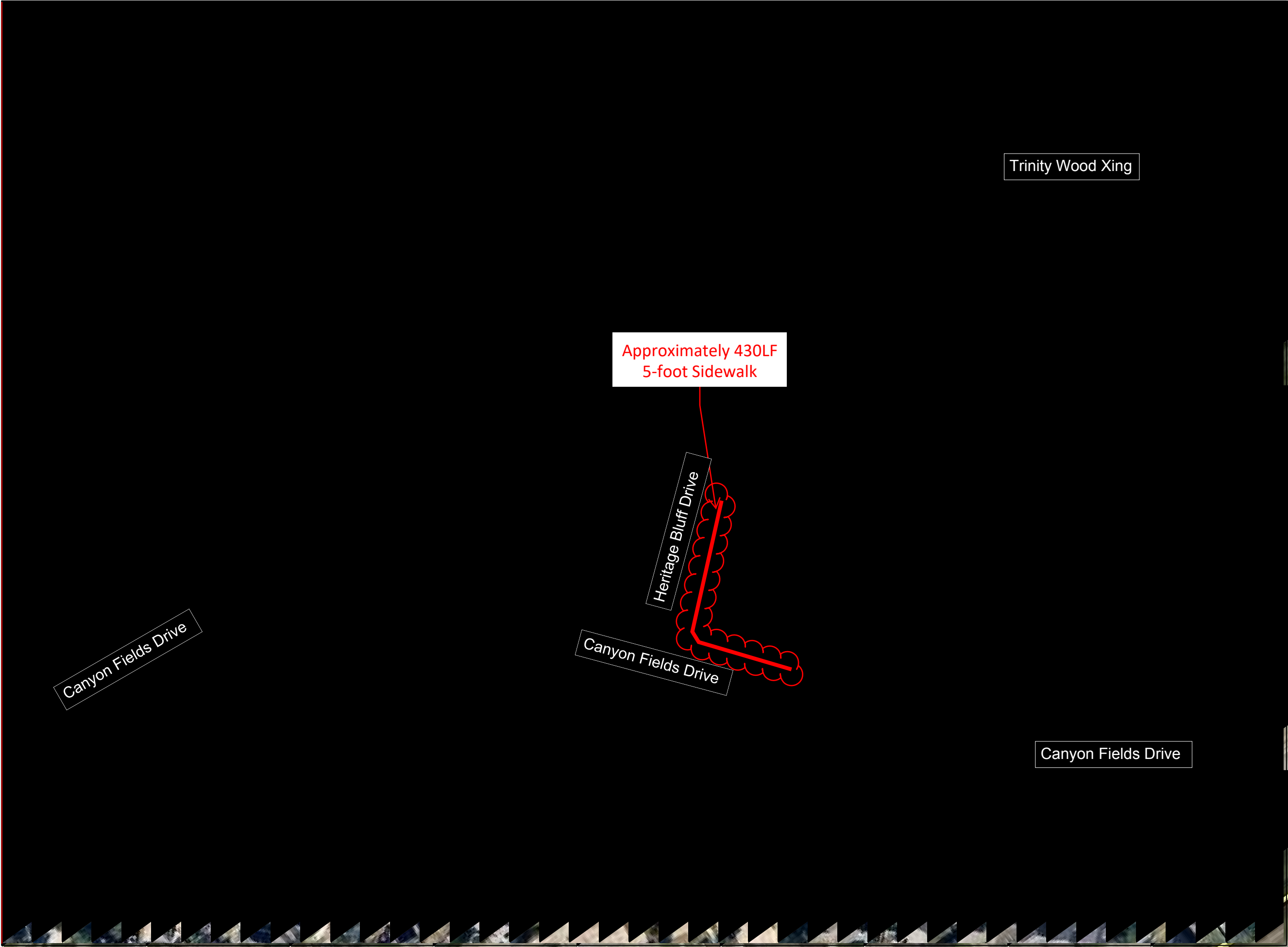


Ross Madia, Secretary

**Exhibit "A"**

East Project

Proposed Sidewalk Extension - East of Heritage Bluff



**LEGEND**

- District Boundary
- Section Boundary

Date: 2/10/2021

NOT TO SCALE

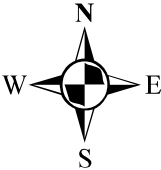
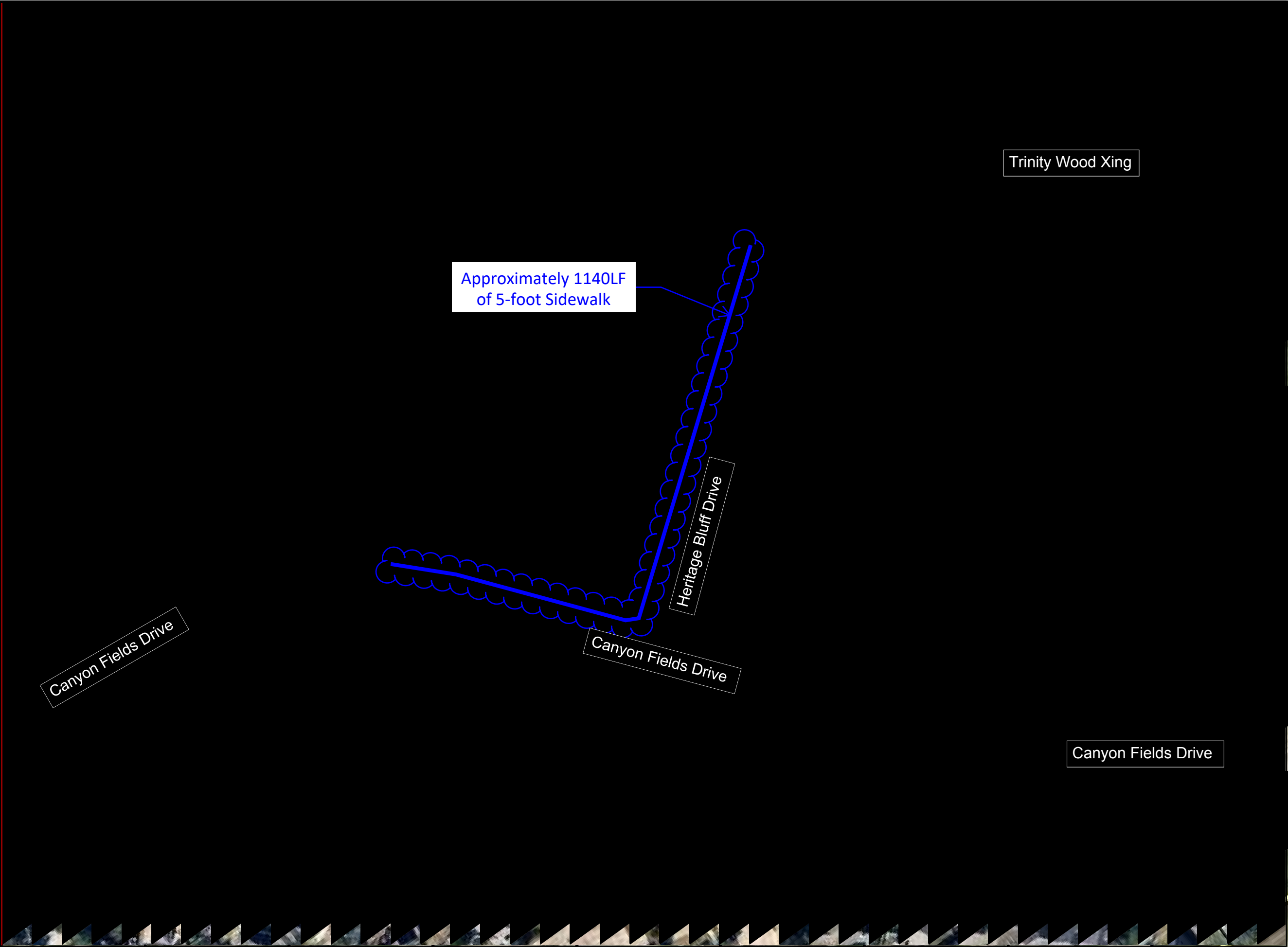
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**Exhibit "B"**

West Project

Proposed Sidewalk Extension - West of Heritage Bluff



**LEGEND**

- District Boundary
- Section Boundary

Date: 2/10/2021

NOT TO SCALE

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones & Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.