

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR CONTRIBUTION TO
DESIGN AND CONSTRUCTION OF A PAVILION**

This Interlocal Agreement for Contribution for Design and Construction of a pavilion (this "Agreement") is made and entered into pursuant to Texas Government Code Chapter 791, by and between Fort Bend County Assistance District No. 11 (the "CAD"), a body corporate and politic under the laws of the State of Texas acting by and through its Board of Directors, and Fort Bend County Municipal Utility District No. 143 (the "MUD"), an entity created by an Order of the Texas Water Commission acting by and through its Board of Directors. The CAD and the MUD may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS:

WHEREAS, the CAD is a local government as defined by the Act with authority to maintain or improve parks or other recreational facilities within its boundaries, and as such is lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, the MUD 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 as such, is lawfully permitted to enter an Interlocal Agreement; and

WHEREAS, the MUD desires to design and construct a pavilion at a certain location to be determined within the mutual boundaries of the CAD and the MUD for an estimated cost of two hundred eighty-seven thousand two hundred ten and no/100 dollars (\$287,210.00); and

WHEREAS, the CAD finds the design and construction of a pavilion within its boundaries, and its contribution to such 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 the MUD will design and construct the pavilion and the CAD 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 a pavilion at a certain location within the mutual boundaries of the CAD and the MUD deemed mutually acceptable by the Parties (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. MUD's Rights and Obligations.
 - A. The MUD is responsible for the design and construction of the Project pursuant to all applicable state and federal laws.
 - B. The MUD shall submit reports to the CAD describing in sufficient detail the progress of the Project. These reports shall be submitted to the CAD at increments agreed to between the Parties as appropriate for the various phases of the Project. Reports received by the MUD from its contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the MUD has reviewed and confirmed the accuracy of such reports.
 - C. Within fifteen (15) days of completion of the Project, the MUD will furnish the CAD a request for payment with a full accounting of the actual costs of the Project.
4. CAD's Rights and Obligations.
 - A. During the work on the Project, the CAD 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 CAD shall not interfere with the work in progress. Any deficiencies brought to the attention of the MUD by the CAD shall be promptly addressed by the MUD.
 - B. The CAD shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by the CAD shall be promptly addressed by the MUD. Upon completion of the final inspection, and resolution of noted deficiencies, if any, the CAD shall notify the MUD in writing verifying its satisfaction of the work performed.
 - C. The CAD's sole obligation under this Agreement is to provide seventy-five percent (75%) of the estimated costs of the Project, up to an amount not to exceed two hundred sixteen thousand and no/100 dollars (\$216,000.00) for design and construction. The CAD shall have available the total maximum amount available of two hundred sixteen thousand and no/100 dollars (\$216,000.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the MUD for the Project.

D. Within thirty (30) days of the MUD's issuance of a request for payment, and the CAD's receipt and acceptance of the full accounting of the funds expended on the Project, the CAD shall forward seventy-five percent (75%) of the total estimated cost for design and construction of the Project to the MUD, subject to the CAD's maximum amount available in accordance with Section 3. C. above.

5. Liability. The CAD and the MUD 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 CAD 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. The MUD may terminate this Agreement at any time prior to design of the pavilion, and at no cost to the CAD, by providing written notice of same to the CAD.

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: Fort Bend County Assistance District No. 11
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

MUD: Fort Bend County Municipal Utility District No. 143
c/o Allen Boone Humphries Robinson LLP
Attention: Hannah Brook
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

- 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. 11

 KP George, Fort Bend County Judge

Date: _____

Attest:

 Laura Richard, County Clerk

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 143



President, Board of Directors

Date: 1-10-2022

Attest:



Secretary, Board of Director