

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR CONTRIBUTION OF FUNDS
PEDESTRIAN SAFETY IMPROVEMENTS

This Interlocal Agreement for Contribution of Funds for Pedestrian Safety Improvements (“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, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court (the “County”), and Fort Bend County Municipal Utility District No. 131, a political subdivision under the laws of the State of Texas, acting by and through its Board of Directors (the “District”). The County and the District may be individually referred to as a “Party” or collectively as the “Parties.”

WHEREAS, pursuant to Chapters 49 and 54 of the Texas Water Code, the District has the authority to finance, develop, and maintain recreational facilities for the people in the District, including pedestrian safety improvements; and

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

WHEREAS, the Parties desire to participate in the design and construction of pedestrian safety improvements along Southern Colony Avenue to improve access to the public park located south of Southern Colony Avenue, as illustrated and estimated on Exhibit “A” attached hereto and incorporated herein for all purposes, (the “Project”); and

WHEREAS, the County has determined in good faith that the expenditure of funds for the Project serves a public purpose, in that it addresses the need for pedestrians to safely cross a public roadway maintained by the County; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and benefits to the parties hereto, County and District agree as follows:

AGREEMENT

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.

2. Purpose

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

3. Period of the Agreement

This Agreement becomes effective on the date signed by the last Party hereto and shall remain in effect until construction of the Project is complete and the Parties' obligations pursuant to Sections 4 and 5 of this Agreement are complete.

4. District's Rights and Responsibilities

- A. The District is responsible for managing the design, construction and completion of the Project, including construction management, inspection, and construction materials testing in compliance with the applicable state and federal laws.
- B. The District shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award the construction contract:
 - (1) Upon receipt of bids for the Project, the District will notify the County of its evaluation of the lowest and best bid, and the amount of the recommended bid (the "Notice of Intent to Award");
 - (2) Following receipt of the County's payment, the District shall award the construction contract to the qualified bidder.
- C. The District shall submit reports to the County describing in sufficient detail the progress of the Project. These reports shall be submitted at increments agreed to between the Parties as appropriate for the various phases of the Project. Reports received by the District from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the District has reviewed such reports and confirmed accuracy of the contractor's report.
- D. Upon completion of the Project, but no later than ninety (90) days after, the District will issue to the County:
 - (1) a "Notification of Completion," acknowledging that the Project has been completed; and

(2) a full accounting of the funds expended on the Project.

- E. If, after completion of the Project and mutual acceptance of the full accounting of the funds expended on the Project, there are funds remaining and/or savings from the Project, the District shall return such funds to the County within thirty (30) days of the County's acceptance of the full accounting.

5. County's Rights and Responsibilities

- A. If there are no objections to the award of the construction contract, the County will forward payment of fifty percent (50%) of all estimated costs related to the Project up to an amount not to exceed \$87,000.00 (the "County Contribution") within thirty (30) days of County's receipt of District's Notice of Intent to Award. If the County objects to the recommended bid, the District will not award the construction contract for the Project, and the District shall work with the County to re-advertise bids.
- B. During the work on the Project, the County shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction, review and approve all change orders resulting in a total increase to the costs of the Project over five percent (5%) (which shall be deemed approved if not disapproved or approved within seven (7) business days of the County's receipt thereof), and to inspect the work in progress, provided however, that in conducting such inspections, the County shall not interfere with the work in progress. Any deficiencies noted by the County shall be brought to the attention of the District and the deficiencies shall be promptly addressed by the District.
- C. The County shall have the right to participate in the final inspection of the Project.
- D. If, after completion of the Project and mutual acceptance of the full accounting of the funds expended on the Project, the County's Contribution is determined to be in excess of fifty percent (50%) of the total of all actual costs related to the Project, the District will return such excess amount to the County within thirty (30) days of the mutual acceptance of the full accounting. If the County's Contribution is determined to be less than fifty percent (50%) of the total of all actual costs related to the Project, the County shall forward payment of remaining amount to the District within thirty (30) days of the mutual acceptance of the full accounting.

6. Insurance and Liability

- A. 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.
- B. 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.

7. Termination of this Agreement

- A. Prior to awarding the Project for construction, either Party may terminate this Agreement, without cause, by written notice to the other Party.
- B. After the award of the construction contract, this Agreement is not subject to termination.

8. Dispute Resolution

- A. In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, the Parties agree to submit the dispute to mediation.
- B. In the event either Party desires to mediate any dispute, that Party shall notify the other in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
- C. All expenses associated with mediation shall be shared 50 percent (50%) by each Party.
- D. The requirement to seek mediation shall be a condition required before filing an action at law or in equity. Any such action shall be filed in a court of competent jurisdiction in Fort Bend County, Texas, and the laws of Texas shall apply.

9. Amendments

Amendments and changes to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project, may be enacted through a mutually agreed upon, written amendment between County and District.

10. Remedies

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

11. Notices

- A. All notices to either Party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such Party at the following addresses:

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

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

District: Fort Bend County Municipal Utility District No. 131
c/o Attorney Reginald Wilson
Norton Rose Fulbright US LLP
1301 McKinney, Suite 5100
Houston, Texas 77010-3095

- B. All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either Party may change the above address by sending written notice of the change to the other Party. Either Party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other Party.

12. Legal Construction

In case one or more of the provisions 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 provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

13. Responsibilities of the Parties

The Parties agree that neither Party is an agent, servant, or employee of the other Party and each Party agrees it is responsible for its individual acts and deeds as well as

the acts and deeds of its contractors, employees, representatives, and agents. Each party shall make payments only from current revenues available to such Party.

14. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the County shall remain the property of the County. All data prepared under this Agreement shall be made available to the District without restriction or limitation on their further use.

15. Compliance with Laws

The Parties shall comply with all federal, county, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement.

16. Sole Agreement

This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

17. Inspection of Books and Records

The Parties shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to County and District, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, County and District and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

18. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the Party represented.

IN TESTIMONY HEREOF, the Parties hereto have caused these presents to be executed in duplicate counterparts.

FORT BEND COUNTY, TEXAS:

KP George, County Judge

Date

Attest:

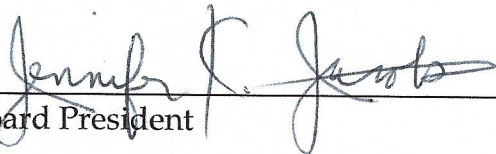
Laura Richard, County Clerk

Approved:

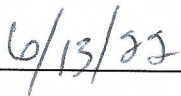
J. Stacy Slawinski, P.E., County Engineer

Date

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 131

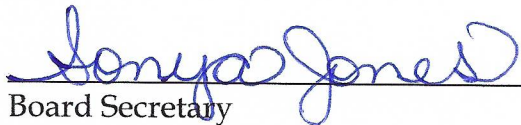


Board President



Date

Attest:



Board Secretary

(SEAL)

EXHIBIT A



1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380
Tel: 281.363.4039
www.quiddity.com

May 25, 2022

Commissioner James Prestage
Fort Bend County Precinct No. 2 Commissioner
303 Texas Parkway, Suite No. 213
Missouri City, Texas 77489

Attn: Ms. Felecia Evans-Smith

Re: Fort Bend County Municipal Utility District No. 131 (the "District") – Southern Colony Avenue Pedestrian Safety Improvements


Dear Ms. Evans-Smith:

As a follow up to the original letter dated January 31, 2022 regarding the referenced project, we have completed design of certain proposed pedestrian safety improvements along Southern Colony Avenue to improve access to the public park located south of Southern Colony Avenue, as illustrated on the enclosed exhibit. The design has been approved by Fort Bend County Engineering Department. Additionally, the District has publicly advertised and received bids for the project. The District is working to review the bids and award the project to a qualified contractor, which will be subject to Fort Bend County's approval as well. The District understands Fort Bend County Precinct No. 2 intends to contribute 50% of all project costs up to a total contribution of \$87,000. Enclosed is a bid summary and updated estimate of project costs to reflect the bids received.

As mentioned in the prior letter, The District is interested in proceeding with the construction of safety improvements as soon as possible. As such, we are available to meet at your convenience with you and the Commissioner to walk through the process and opportunities for a partnership.

Should you have any questions or require additional information, please call or email me at jbishop@quiddity.com.

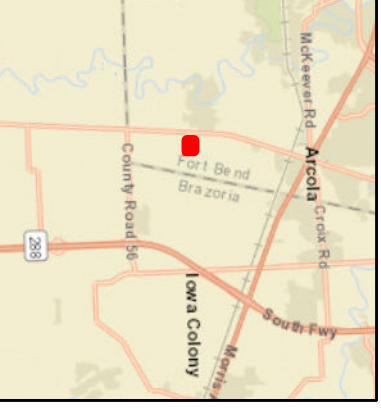
Sincerely,


Jeffrey M. Bishop, PE
Engineer for the District

JB2

K:\17448\17448-0900-21 General Consultation (FBCMUD No. 131)\Correspondence\Cost Estimates\Pedestrian Safety Improvements Letter to Pct 2 - Revised.doc

cc: Mr. Reginald Wilson – Norton Rose Fulbright US LLP

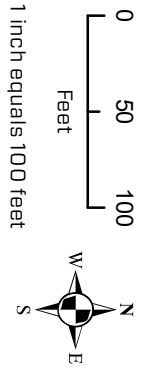


VICINITY MAP
 Scale: 1 inch equals 5 miles

- LEGEND**
- District Boundary
 - FBCAD Parcels
 - Striping
 - Sidewalk Ramp
 - Traffic Channel Device

**SOUTHERN COLONY AVE
 PEDESTRIAN
 CROSSINGS**

F.B.C.M.U.D. No. 131
 FORT BEND COUNTY, TEXAS



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 JonesCarter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.



JONES CARTER
 Texas Board of Professional Engineers, Registration No. 1-439

**FORT BEND COUNTY PRECINCT 2 PARTNERSHIP OPTIONS
FOR CONSTRUCTION OF
SOUTHERN COLONY PEDESTRIAN SAFETY IMPROVEMENTS
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 131**

May 25, 2022

<u>LAC Services, LLC - Bid Project Cost Summary - 50% up to \$87k Participation by FBC</u>	<u>FBC MUD No. 131</u>		
	<u>FBC Share</u>	<u>Share</u>	<u>Total</u>
Construction Bid Amount	\$ 63,795.50	\$ 63,795.50	\$ 127,591.00
Engineering	\$ 23,204.50	\$ 41,795.50	\$ 65,000.00
Total	\$ 87,000.00	\$ 105,591.00	\$ 192,591.00
<u>Jerson's Concrete, LLC - Bid Project Cost Summary - 50% up to \$87k Participation by FBC</u>			
Construction Bid Amount	\$ 81,625.00	\$ 81,625.00	\$ 163,250.00
Engineering	\$ 5,375.00	\$ 59,625.00	\$ 65,000.00
Total	\$ 87,000.00	\$ 141,250.00	\$ 228,250.00