

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDED INTERLOCAL AGREEMENT FOR CONSTRUCTION AND
 MAINTENANCE OF SIDEWALK BY AND BETWEEN FORT BEND COUNTY AND
 HARRIS-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 5**

This Amended Interlocal Agreement ("Amended Agreement") is made by and between Fort Bend County, Texas (the "County"), a political subdivision of the state of Texas, and Harris-Fort Bend Counties Municipal Utility District No. 5, a body politic and corporate and a political subdivision of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended (the "District"), (collectively referred to herein as "the Parties"), effective upon execution by the last party to the Amended Agreement. The District and the County are sometimes referred to in this Amended Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, this Amended Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, as amended, the Interlocal Cooperation Act (the "Act"), which authorizes local governments to contract with one another to provide governmental functions, mutual, aid, and services under the terms of the Act; 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, 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 maintains and holds a public road right-of-way known as Falcon Landing Boulevard (the "County Right-Of-Way") located in Commissioner Precinct 1 of Fort Bend County, Texas; and

WHEREAS, the County has decided to design and construct a sidewalk along Falcon Landing Boulevard, (the "Sidewalk"), as part of the Falcon Landing Improvements Project under the 2020 Mobility Bond Project Number 20308, all as depicted on that certain site plan attached hereto as Exhibit "A" (the "Project"); and

WHEREAS, the District agrees to maintain and perform reasonable repairs to the Sidewalk after the Sidewalk has been constructed; and

WHEREAS, it is to the mutual benefit of the County and the District to construct and maintain the Sidewalk within the County Right-of-Way to allow for the safe passage of pedestrians and serves a public purpose; and

WHEREAS, by execution of this Amended Agreement, the Parties desire to clearly establish the terms and responsibilities for the construction, maintenance, and repair of the Sidewalk.

The District and the County have determined that it is in the best interest of their respective residents for the Parties to jointly participate in the Project and the Parties desire to enter into a definitive interlocal government agreement pursuant to the Act to specify the terms and conditions under which the District will receive participation from the County and the County will receive participation from the District.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits, the Parties agree as follows:

TERMS:

1. **Purpose of the Amended Agreement.** The purpose of this Amended Agreement is to outline the funding and other obligations related to the design, construction, repair, and maintenance of the Sidewalk either wholly or partially within the H-FBMUD 5 drainage channel easement, and outside or partially within the County Right-of-Way.
2. **Incorporation of Recitals.** The representations, covenants, and recitations set forth in the foregoing recitals are material to this Amended Agreement and are hereby incorporated into this Amended Agreement.
3. **Responsibilities of the County.** The County shall design and construct the Sidewalk either wholly or partially within the H-FBMUD 5 drainage channel easement, and outside or partially within the County Right-of-Way, in accordance with all applicable State and Federal laws. The County shall be responsible for all costs related to the construction and installation of the Sidewalk including costs for engineering, design, surveying, and geotechnical services. The County does not agree and is not required, under this Amended Agreement, to incur or reimburse any costs or expenses for any subsequent repair or maintenance of the Sidewalk.
4. **Responsibilities of the District.** The District, for itself, and for its successors and assigns, covenants and agrees to repair and maintain, in perpetuity, the Sidewalk, either wholly or partially within the H-FBMUD 5 drainage channel easement, and outside or partially within the County Right-of-Way, as initially designed and constructed in accordance with Section 3 of this Amended Agreement, at the sole cost and expense of the District. If the Sidewalk must be modified and/or relocated for any work or activity undertaken at the request of the County or any third party, the District's obligations under this Amended Agreement shall automatically terminate on the date that any such relocation or modification commences, and the District shall not be responsible for (i) any costs related to such modification and/or relocation, and/or (ii) any costs for repair and maintenance of the relocated or modified Sidewalk, unless otherwise agreed to between the Parties and set forth in a separate written contract or amendment to this Amended Agreement.

(a) Prior to the commencement of any repair or maintenance of the Sidewalk either wholly or partially within the H-FBMUD 5 drainage channel easement, and outside or partially within the County Right-of-Way, the District shall:

- i. Submit for review and approval by the County a summary of the proposed repairs or maintenance to be conducted on the Sidewalk. Such submission shall include design plans, diagrams, and specifications showing the manner of work or construction and the materials to be used therein. The County shall have sixty (60) calendar days to review and comment on such summary submitted by the District. If the County does not provide any comments on such summary within said sixty (60) day period, such summary of proposed repairs or maintenance shall be deemed approved by the County.
- ii. Obtain any and all permits required by federal, state, and local laws and regulations for any repair or maintenance to be conducted on the Sidewalk.
- iii. Provide at least five (5) business days written notice to the County in order to allow a County inspector to be present during any repair or maintenance.
- iv. Make commercially reasonable efforts, if necessary, to restore the surface area of the County Right-of-Way to its condition prior to repair or maintenance, following the completion of such repair or maintenance.

5. **No Authorization of Additional Improvements.** This Amended Agreement is only for the design, construction, repair, and maintenance of the Sidewalk either wholly or partially within the H-FBMUD 5 drainage channel easement, and outside or partially within the County Right-of-Way. Any additional improvements that are not the subject of this Amended Agreement, including landscaping or vegetation, shall not be installed or constructed without the prior written approval of the County.
6. **Effective Date.** This Amended Agreement shall become effective on the date signed by the last Party and shall remain in effect unless earlier terminated pursuant to Section 7 below.
7. **Termination.** Either Party may terminate this Amended Agreement at any time prior to the construction and installation of the Sidewalk by providing written notice to the other Party.
8. **Notice.** Any and all notices required or permitted under this Amended Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

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

and

Copy to: Fort Bend County Commissioner, Precinct 1
Attention: Commissioner
22333 Grand Corner Drive
Katy, Texas 77494

If to the District: Harris-Fort Bend Counties MUD No.5
Attn: President
1300 Post Oak Blvd., Suite 2400
Houston, Texas 77056

9. **Entire Agreement.** This Amended Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Amended Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.
10. **Applicable Law.** This Amended Agreement shall be construed in accordance with the laws of the State of Texas.
11. **Venue.** Exclusive venue of any claim or legal action arising out of or relating to the subject matter of this Amended Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
12. **Severability.** In case any one or more of the provisions contained in this Amended Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Amended Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. **Immunity.** Neither the execution of this Amended Agreement nor any other conduct of either Party relating to this Amended Agreement shall be considered a waiver or surrender by the County and/or the District of their respective governmental powers or Sovereign Immunity under the Texas Constitution or the laws of the state of Texas.
14. **No Partnership.** Nothing in this Amended 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.

15. **No Waiver.** The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Amended 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.
16. **Assignment.** Neither Party may assign this Amended Agreement to another party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
17. **Successors and Assigns Bound.** The County and the District each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Amended Agreement.
18. **Execution.** This Amended Agreement may be executed in multiple counterparts, each having equal force and effect of an original, and shall become binding and effective only after it has been authorized.
19. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Amended Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

EXECUTION FOLLOWS:

IN WITNESS WHEREOF, this Amended Agreement is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives, to be signed in multiple counterparts, each of which shall be deemed to be an original. All Parties hereby acknowledge that they have read and understood this Amended Agreement and the attachments and exhibits hereto. This Amended Agreement to be effective as of the date and year of the last Party to sign hereto.

Signed and entered this _____ day of _____, 2024.

FORT BEND COUNTY, TEXAS

KP GEORGE,
COUNTY JUDGE

ATTEST:

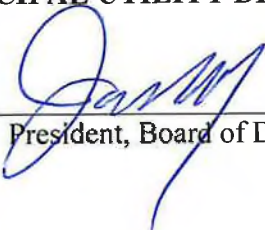
(SEAL)

LAURA RICHARD, COUNTY CLERK

IN WITNESS WHEREOF, this Amended Agreement is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives, to be signed in multiple counterparts, each of which shall be deemed to be an original. All Parties hereby acknowledge that they have read and understood this Amended Agreement and the attachments and exhibits hereto. This Amended Agreement to be effective as of the date and year of the last Party to sign hereto.

Signed and entered this 18th day of December, 2024.

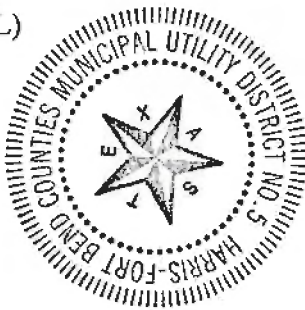
**HARRIS-FORT BEND COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 5**

By: 
President, Board of Directors

ATTEST:


Secretary, Board of Directors

(SEAL)



Attachments:

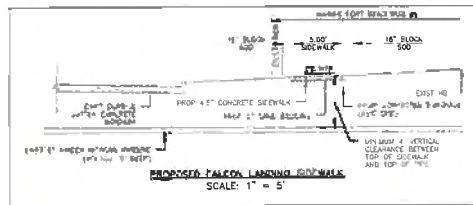
Exhibit A: Falcon Landing Blvd. Site Plan and Cost Estimate

i:\agreements\2024 agreements\commissioner pct #1\harris-fort bend mud 5 (24-com1-100016)\amended sidewalk construction agmt - harris-fort bend mud 5 (lsl rev 4,11.24, 10,21.24).docx

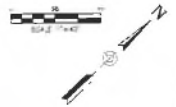
EXHIBIT A

(Falcon Landing Boulevard Site Plan and Cost Estimate)

EXHIBIT A **Falcon Landing Site Plan**



- NOTES:**
1. LANE CLOSURES SHALL BE DURING OFF-PEAK HOURS ONLY (MONDAY) THROUGH FRIDAY 8 AM TO 4 PM.
 2. POSITIVE DRAINAGE TO BE MAINTAINED DURING CONSTRUCTION.
 3. SIDEWALK CROSS SLOPE MUST NOT EXCEED 2% AND LONGITUDINAL SLOPE MUST NOT EXCEED 3%.



NO.	REVISIONS	DATE	BY

**FORT BEND COUNTY
ENGINEERING DIVISION**



THIS PROJECT IS RELEASED
FOR THE PURPOSES OF
CONSTRUCTION ONLY.
NO OTHER REUSE OR
REPRODUCTION IS
AUTHORIZED.
DATE: 11/13/2023
PROJECT: 20308

20308 SIDEWALKS: FALCON LANDING BLVD (WATER TREATMENT PLANT FIB MOD 5 TO BAY HILL BLVD)	
DESIGNED BY:	SAW
CHECKED BY:	MCD
SCALE:	AS SHOWN
DATE:	11/13/2023
SHEET NO.	15 OF 24



DATE	REVISION	BY	CHK

**FORT BEND COUNTY
ENGINEERING DIVISION**



SPI
SCHUMBERG, P.L.L.C.
Schumberg, Jeffrey M. Schumberg
11100 Katy Road, Suite 400
Houston, TX 77054
Tel: 281.466.1111
Fax: 281.466.1112
www.spi-engineers.com

NO. 2020-01-01
DATE: 11/22/2022
PROJECT: 2020-01-01
SHEET: 16 OF 24

PROJECT: 2020-01-01
SHEET: 16 OF 24
DATE: 11/22/2022
PROJECT: 2020-01-01
SHEET: 16 OF 24

Falcon Landing Blvd. Cost Estimate

December 2023

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
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A. Site Preparation and Excavation Items

1	110	Excavation	CY	78	\$25.00	\$1,950.00
SUBTOTAL SITE PREPARATION AND EXCAVATION ITEMS						\$1,950.00

B. PAVEMENT ITEMS

2	530	Reinforced Concrete Sidewalks (4-1/2")	SY	624	\$85.00	\$53,040.00
SUBTOTAL PAVEMENT ITEMS						\$53,040.00

C. TRAFFIC CONTROL ITEMS

3	671	Traffic Control - Barricades, Barries, Barrels, Cones, and Signing	LS	1	\$4,000.00	\$4,000.00
SUBTOTAL PAVEMENT ITEMS						\$4,000.00

D. STORM WATER POLLUTION PREVENTION ITEMS

4	162	Sodding for Erosion Control (16")	LF	2248	\$2.00	\$4,496.00
5	741	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost removal)	EA	2	\$105.00	\$210.00

A. Site Preparation and Excavation Items	\$1,950.00
B. PAVEMENT ITEMS	\$53,040.00
C. TRAFFIC CONTROL ITEMS	\$4,000.00
D. STORM WATER POLLUTION PREVENTION ITEMS	\$4,706.00
SUBTOTAL BID PRICE (ITEM A THROUGH ITEM G)	\$63,696.00
CONTINGENCY (10%)	\$6,370.00
PROJECT TOTAL	\$70,066.00