

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR ANNEXATION FEASIBILITY REPORT REGARDING
ALTA VISTA SENIOR CENTER**

This Interlocal Agreement (the "Agreement") is made and entered into by and between FORT BEND COUNTY, TEXAS (the "County"), a political subdivision of the state of Texas, and the FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 152 (the "District"), a political subdivision of the state of Texas. County and District may be collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, 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 Parties are each a local governmental entity and are authorized under the Act to provide certain governmental functions, including, but not limited to other governmental functions in which the Parties are mutually interested; and

WHEREAS, County desires an analysis of the feasibility of the provision of utility services by the District to the proposed Alta Vista Senior Center (the "Tract") located adjacent to the District on the west side of the intersection of Benton Road and Sunrise Valley Drive, City of Rosenberg, Fort Bend County, Texas; and

WHEREAS, County and District have determined it would be in the best interest of County and District, and to the inhabitants thereof, that provisions be made for the improvement of Benton Road in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and mutual benefits, the Parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Scope of Project.** The project includes the preparation of a Feasibility Report to determine if the feasibility of the provision of utility services to the proposed Alta Vista Senior Center by District which will include, at a minimum, the scope of services as described in Exhibit "A" attached hereto and made a part hereof for all purposes ("Project" or "Feasibility Report").

3. **County Responsibilities.** The Parties agree that the following:

- (a) County will provide District with information as to the requirements of land use, including any special services needed, and to make available any information necessary for the preparation of the Feasibility Report; and
- (b) County will cover professional fees associated with the preparation of the Feasibility Report and related documents.

4. **District Responsibilities.**

- (a) District's engineer will prepare the Feasibility Report after County makes an initial deposit of \$10,000 to cover professional fees associated with the preparation of the Feasibility Report and related documents.

5. **Allocation of Project Costs.** The initial deposit for preparation of the Feasibility Report ("Initial Deposit") is Ten Thousand and no/100 dollars (\$10,000.00) in accordance with Exhibit A. The Parties hereby agree to participate in the cost of the Project, including but not limited to the scope of services described in Exhibit "A", and all related costs as follows:

County	Ten Thousand and no/100 dollars (\$10,000)
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The initial deposit shall not exceed Ten Thousand and no/100 dollars (\$10,000.00) (hereinafter "County's Participation" or "County Participation").

- 6. **Termination before Completion.** In the event that the Project is not completed, District shall refund to County the County's Participation after providing an itemized invoice as to the work completed.
- 7. **Administration of County Funds for the Project.** The County's sole financial obligation under this Agreement is to provide the County Participation funding specified in Section 5.
- 8. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to District: Fort Bend County Municipal Utility District No. 152
 c/o Smith, Murdaugh, Little & Bonham, LLP
 2727 Allen Parkway, Suite 1100
 Houston, Texas 77019

If to County: Fort Bend County
Attn: County Judge
401 Jackson St.
Richmond, Texas 77469

With copy to: Fort Bend County Parks and Recreation
Attn: Director
301 Jackson St.
Richmond, Texas 77469

9. **Time for Performance and Termination.** This Agreement is subject to termination by any Party if the Project does not begin within six (6) months from the date of the execution by the last party to execute this Agreement (the "Effective Date") hereof. In the event this Agreement is terminated prior to completion of the Project any financial contribution County has provided to District may be subject to recoupment if Project is not completed. Otherwise, this Agreement is to remain in full force until completion of Project.
10. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes any and all previous agreements, written or oral, pertaining to the subject matter of this Agreement. This Agreement may only be amended or modified by written agreement executed by both Parties. **IT IS ACKNOWLEDGED BY DISTRICT THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
11. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
12. **Benefit.** This Agreement shall be for the sole and exclusive benefit of County and District and shall not be construed to confer any benefit or right upon any other party.
13. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
14. **Assignment.** Neither Party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.

15. **Severability.** In case any one or more of the provisions contained in this 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
16. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
17. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
18. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
19. **Human Trafficking.** **BY ACCEPTANCE OF THIS AGREEMENT, DISTRICT ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.**
20. **Authorization.** This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each Party further represents that, by execution of this Agreement, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.

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[EXECUTION PAGE FOLLOWS]

FORT BEND COUNTY, TEXAS

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 152**

KP George, County Judge

Scott Nohavitzka, President

Date

Date

Scott Nohavitzka
Aug. 21 2025

ATTEST:

ATTEST:

Laura Richard, County Clerk

Patricia Somers
Patricia Somers, Secretary

APPROVED:

Darren McCartney

Darren McCartney, Director
Parks and Recreation Department

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

i:\agreements\2025 agreements\parks\ila mud no. 152 alta vista sr ctr (25-parks-100882)\ila for annexation feasibility report.alta vista sr ctr (kcj - 7.22.2025)

EXHIBIT A

(Follows Behind)

SMITH, MURDAUGH, LITTLE & BONHAM, L.L.P.

JAMES D. BONHAM
LORI G. AYLETT
WM. SCOTT SMITH
G. TAYLOR GOODALL, JR.
J. DAVIS BONHAM, JR.
JENNIFER B. SEIPEL
MELISSA J. PARKS
DOUGLAS C. McNIEL
AUSTIN T. REED
NICOLE E. PIERCE

ATTORNEYS AT LAW
2727 ALLEN PARKWAY
SUITE 1100
HOUSTON, TEXAS 77019
713/652-6500
TELECOPIER 713/652-6515

CYRIL J. SMITH
(1904-1982)
HERMAN I. LITTLE, JR.
(1944-2012)
W. JAMES MURDAUGH, JR.
(Retired)

June 2, 2025

SENT VIA CERTIFIED MAIL

Ms. Gwendolyn F. Climmons, J.D.
Assistant Parks Director
Administration & Projects
Fort Bend County Parks & Recreation Department
Sienna Annex - Suite 149
5855 Sienna Springs Way
Missouri City, TX 77459

RE: Annexation Feasibility Report Deposit Invoice for Fort Bend County Alta Vista Senior Center 16-acre site, Benton Road, City of Rosenberg, Fort Bend County, Texas

Dear Ms. Climmons:

Fort Bend County has requested an analysis of the feasibility of the provision of utility service to the proposed Alta Vista Senior Center (the "Tract") by Fort Bend County Municipal Utility District No. 152 (the "District"). The Tract is adjacent to the District on the west side of the intersection of Benton Road and Sunrise Village Drive, and it is the District's understanding that should the provision of service be feasible that Fort Bend County intends to pursue annexation of the Tract into the District.

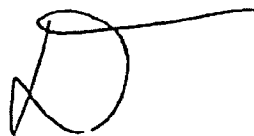
The District's Board of Directors considered the request from Fort Bend County for provision of utility service at the District's meeting on May 15, 2025. The Board determined that a Feasibility Report should be prepared in order for both parties to make an informed decision on whether it is feasible to annex and provide service to the Tract. The District will require an initial deposit of \$10,000 to cover professional fees associated with preparation of the Feasibility Report and related documents. The District's engineer will begin the work when the deposit has been received.

It is the District's understanding that Fort Bend County will provide the District with information as to the requirements for land use, including any special services needed, and to make available any information necessary for the preparation of the Feasibility Report. Fort Bend County will be responsible for all costs associated with the proposed annexation of the Tract and the provision of service to the Tract including the extension of utility service or modification of

District facilities needed.

The payment should be paid to **Fort Bend County Municipal Utility District No. 152** and sent to the following address: c/o Smith, Murdaugh, Little & Bonham, LLP, 2727 Allen Parkway, Suite 1100, Houston, Texas 77019. Our office will arrange for deposit with the District.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Douglas McNeil', with a long horizontal line extending to the right from the top of the signature.

Douglas McNeil
Attorney for the District

cc: Mr. Roy Ward, IDS Engineering Group, Inc.
Mr. J. Davis Bonham Jr., Smith, Murdaugh, Little & Bonham, L.L.P.