

INTERLOCAL AGREEMENT FOR COUNTY MANAGED PROJECT

(South Post Oak Blvd - Project No. 13112, and
West Sycamore Segments 1(17121x), 2(17122x), and 3(17123x))

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Interlocal Agreement (“Agreement”) is made and entered into by and between FORT BEND COUNTY, TEXAS (the “County”), a political subdivision of the state of Texas, and FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 23 (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, 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 desire to cooperate to fund, design, and construct certain road improvements utilizing funds from the Fort Bend County Mobility Bonds as provided in this Agreement, which funds may only be expended on streets that are an integral part of or connecting link with county roads or state highways pursuant to Article III, Section 52 (b) and (c) of the Texas Constitution and Section 251.012 of the Texas Transportation Code; and

WHEREAS, the Parties assert that the portion of roads to be improved under this Agreement are part of streets that are an integral part of or a connecting link with a County road or state highway; and

WHEREAS, the Parties have determined that this Agreement serves a public purpose and is in the best interest of County and District, and to the inhabitants thereof.

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

1. **Purpose.** The purpose of this Agreement is to outline the funding and Project management obligations for the Project (as hereinafter defined).

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

3. **Definitions.**

- (a) "Project" means the improvements that are the subject of this Agreement including the design and construction of a left turn lane to access the Boys and Girls Club property and 10-acre park as part of the South Post Oak Mobility Bond Project No. 13112 and as further depicted on "Exhibit A" attached hereto and incorporated by reference herein. The Project also includes the construction of a temporary asphalt roadway (the "Asphalt Roadway") to access the Boys and Girls Club property and 10-acre park as provided in Section 12(a) and "Exhibit A" of this Agreement.
- (b) "Project Costs" means the costs, as determined by County in its sole discretion, for construction of the Project including: engineering design and services related to the completion of any Plans, Specifications, and Estimates ("PS&E") for the Project; Project related drainage facilities; utility and pipeline conflicts; approved traffic control devices; sidewalks up to five feet (5') wide consistent with current County Infrastructure Standards; and construction related services for such roadway improvements. Project Costs shall further include resolution of utility conflicts created by construction of Project elements and similar facilities proposed to be part of the Project.
- (c) "Effective Date" means the date this Agreement is executed by the last signing Party hereto.

3. **Project Funding and Management.** The Project shall be funded, facilitated, managed, and administered by County. County shall take all reasonable actions to ensure that the Project is constructed in a good and workmanlike manner with all reasonable diligence.

4. **Right-of-Way Conveyances.** As consideration for this Agreement, the District shall, within thirty (30) days of the Effective Date, convey the following parcels of land (collectively, the "Parcels") to the County in fee simple. This conveyance will be by donation deed, in a form agreed to by both Parties, and is for right-of-way purposes necessary for the County's improvements to West Sycamore Road (Segments 1, 2, and 3), under Mobility Bond Project Nos. 17121x, 17122x, and 17123x.

- (a) Parcel No. R148819 for the West Sycamore right-of-way, Seg. 1, being a 0.0149 acre tract of land (650 s.f.), more or less, situated in the Moses Shipman Survey, Abstract No. 86, Fort Bend County, Texas.
- (b) Parcel No. R78956 for the West Sycamore right-of-way, Seg. 3, being a 0.4286 acre tract of land (18,669 s.f.), more or less, situated in the Manuel Escalera Survey, Abstract No. 170, Fort Bend County, Texas.

- (c) Parcel No. R242645 for the West Sycamore right-of-way, Seg. 2, being a 0.0218 acre tract of land (948 s.f.), more or less, situated in the Manuel Escalera Survey, Abstract No. 170, Fort Bend County, Texas.
 - (d) Parcel No. R238165 for the West Sycamore right-of-way, Seg. 2, being a 0.0740 acre tract of land (3,233 s.f.), more or less, situated in the Manuel Escalera Survey, Abstract No. 170, Fort Bend County, Texas.
 - (e) Parcel No. R148820 West Sycamore right-of-way, Seg. 1, being a 0.2601 acre tract of land (11,331 s.f.), more or less, situated in the Moses Shipman Survey, Abstract No. 86, Fort Bend County, Texas.
 - (f) Parcel No. R235513 West Sycamore right-of-way, Seg. 2, being a 0.2156 acre tract of land (9,391 s.f.), more or less, situated in the Manuel Escalera Survey, Abstract No. 170, Fort Bend County, Texas.
5. **Design and Specifications.** County shall select the design engineer and design all aspects of the Project in accordance with County standards and regulations. The plans and specifications shall be reviewed and approved by the Fort Bend County Engineer. District, upon reasonable notice to County, shall have the right and opportunity to review all documents pertaining to the design of the Project including any maps, records, photographs, reports, and drawings. District may provide any comments or feedback regarding the design of the Project to the County Engineer no later than thirty (30) calendar days after its review. District acknowledges and agrees that the comments and feedback provided to County shall not be binding upon County, and the County Engineer, in his sole discretion, shall have the final determination regarding any comments or feedback received from the District for the design of the Project
6. **Competitive Bid and Award.** Upon completion of final plans and specifications, County will advertise for competitive bids for construction of the Project (together or in separate contracts) in accordance with requirements applicable to County. Upon receipt of bids for the Project, County will notify the District of the amount of the recommended bid ("Notice of Bid"). If the District desires to object to the award of the contract, it must provide written notice to County within fifteen (15) days of District's receipt of the Notice of Bid. Otherwise, the District will be deemed to have approved the award of the contract to the lowest responsible bidder, in County's judgment, who would be most advantageous to the Parties and would result in the best and most economical completion of the Project. County will enter into a contract with the qualified bidder ("Construction Contract"), for the Project. If County constructs the Project in multiple contracts, the provisions of this Agreement shall apply to each Construction Contract.

7. **Insurance Requirements.** County will require its Contractor's insurance policies to name District, in addition to County, as additional insured on all policies except for Worker's Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (c) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
8. **Construction of the Project.** After awarding the Construction Contract, County shall administer the Construction Contract for the benefit of the Parties. County shall provide on-site inspection of the construction of the Project in accordance with the terms of the Construction Contract(s). County shall approve or deny all applications for payment and requests for extensions of time and shall pay all valid pay applications issued under the Construction Contract(s). County shall approve or deny all change orders submitted under the Construction Contract(s). County shall have the right to terminate the Construction Contract(s) and to enforce its remedies thereunder, as determined by County to be necessary. In the event of any such termination, County shall have the right to complete and/or cause the completion of the Project itself and/or through such other contractor(s) as County determines to be appropriate; provided that all work done in connection with such completion shall be in compliance with County's standards for road work.
9. **Appropriation of Funds.** Fort Bend County represents and warrants to the District, as of the Effective Date of this Agreement, the governing body of the County has identified, appropriated, and set aside sufficient monies to fund the costs of the Project pursuant to the terms of this Agreement. The County shall fund the Project from its current revenues, defined as funds available for current expenditures including taxes, fines and fees, charges for services, grants and contributions, investment earnings, and bond proceeds.
10. **Completion of the Project; Maintenance/ Ownership of Improvements.** Completion of the Project shall occur upon the County's final inspection of the Project and certified as complete by the County Engineer. Upon Completion of the Project, County, at its sole cost and expense, shall be responsible for the perpetual maintenance and repair of any portion of the Project, and any related improvements thereof.

11. **Inspection and Deficiencies.** District shall have the right to enter the Project Site and inspect the work performed by County for the Project. Within ten (10) business days of completion of the Project, District shall notify County in writing of any complaints regarding any deficiencies and the quality of workmanship by County for the Project. County shall address and correct such deficiencies within a reasonable time, if the County Engineer determines that such deficiencies are actionable under the terms of the County's Construction Contract(s). Notwithstanding the foregoing, all final decisions regarding the correction of any deficiencies shall be at the County's sole discretion.

12. **Time for Performance and Termination.**
 - (a) Notwithstanding anything to the contrary contained in this Agreement, District understands and agrees that County shall design and/or construct the Project only after and subject to County timely fulfilling its commitments and priorities on the Project. In the event that the Project is delayed and County is unable to commence construction of the Project within two (2) months of awarding the Construction Contract as provided in this Agreement, the County shall construct the Asphalt Roadway for access to District's Property as provided in "Exhibit A" and such roadway shall be in place until County, in its sole discretion, commences construction on the Project.

 - (b) The County, in its sole discretion, may elect to forego the Project at any time prior to the award of the Construction Contract(s). If the County exercises this right, it shall provide written notice of its decision to the District. In such an event, the County shall either:
 - (1) convey the parcels listed in Section 5 back to the District by donation deed;
or

 - (2) retain the parcels for an alternative public purpose, subject to District's approval.

13. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

14. **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 County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson St., 4th Floor
Richmond, Texas 77469

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

If to District: Fort Bend County Municipal Utility District No. 23
c/o Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway
Suite 2600
Houston, Texas 77027
Attn: Adisa Harrington

15. **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.**

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
24. **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.
25. **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.

FORT BEND COUNTY, TEXAS


KP George, County Judge

Date

ATTEST:

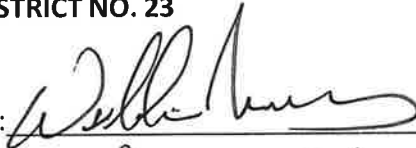
Laura Richard, County Clerk

APPROVED:



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

**FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 23**

By: 

Name: Williams Thomas

Title: President

Date: 5/22/25

ATTEST:


By: _____

Name: Brian Cokes

Title: Asst. Secretary

Date: 5/22/2025

AUDITOR'S CERTIFICATE

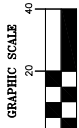
I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

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EXHIBIT A

(Follows Behind)



(IN FEET)
 FULL SIZE: H. 1"=40', V. 1"=4'
 HALF SIZE: H. 1"=80', V. 1"=8'

TO AVOID FOR USE TO BE TURNED OFF OR MOVED.
 CALL CONSENT ENERGY AT 713-207-2222.

NOTICE:
 For your safety, you are urged to call 811 at least 48 hours before you dig, so that we can mark underground utilities. This does not fulfill your obligation to call 811 for utility location verification.

VERIFICATION OF PRIVATE UTILITY LINES
 Date: _____
 Consultant: Energy/Utility data facilities verification ONLY
 This study is not to be used for utility relocation. For utility relocation, please contact the utility owner.
 This study is not to be used for utility relocation. For utility relocation, please contact the utility owner.

DATE: _____
 Consultant: Energy/UNDERGROUND Electrical Facilities Verification ONLY
 This study is not to be used for utility relocation. For utility relocation, please contact the utility owner.
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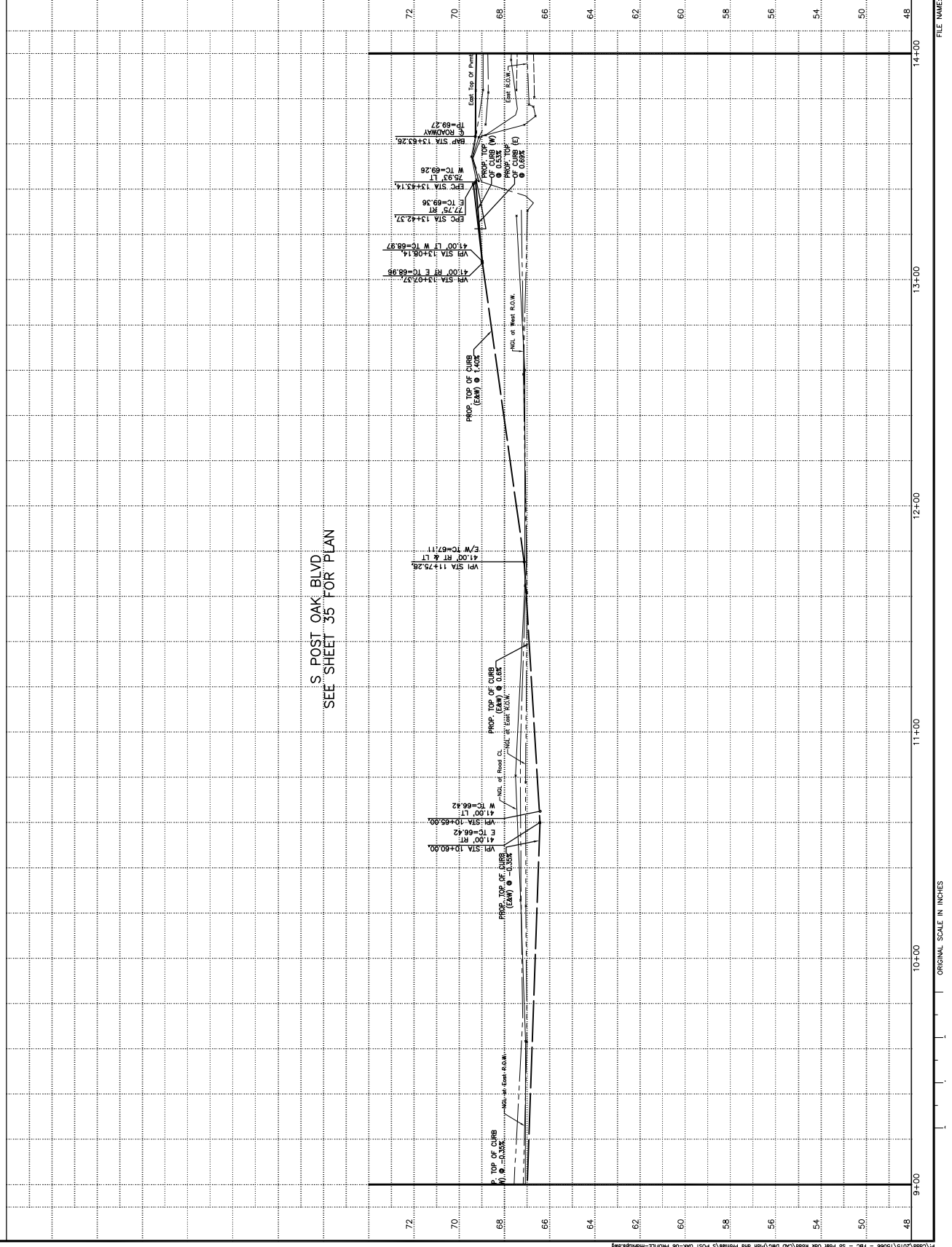
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S POST OAK BLVD
 SEE SHEET 35 FOR PLAN



ALMAN ENGINEERING, INC.
 10000 WESTCOTE DRIVE, SUITE 100
 HOUSTON, TEXAS 77036
 TEL: 281-416-1111
 FAX: 281-416-1112
 WWW: WWW.ALMANENGINEERING.COM

INTERIM REVIEW ONLY
 FOR PRELIMINARY DESIGN AND CONSTRUCTION
 NOT TO BE USED FOR PERMITS OR RECORDS

MAHESH B. DUTTA, P.E.
 License No. 103422
 State of Texas

**SOUTH POST OAK BOULEVARD
 PAVING AND DRAINAGE
 IMPROVEMENTS**

PROFILE
 STA 9+00 TO STA 14+00

SCALE: H. 1"=80', V. 1"=2'
 DESIGNED BY: MD
 SURVEY BY: CIVILCORP
 DRAWN BY: BK
 CHECK BY: BK

FB NO.: _____
 DATE: 10/31/2023
 SHEET: 36 OF 86

FILE NAME: _____ ORIGINAL SCALE IN INCHES

