

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT**

This Agreement (“Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (“Act”), by and between FORT BEND COUNTY, TEXAS (“County”), a body corporate and politic, acting by and through its Commissioners Court, and Fort Bend County Municipal Utility District No. 151 (“District”), a political subdivision of the State of Texas, acting by and through its Board of Directors. The County and the District may be referred to collectively herein as the “Parties” or individually as a “Party.”

WHEREAS, the District 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 Chapter 49 of the Texas Water Code, as amended to finance, develop and maintain, among other facilities, landscaping, parkways, greenbelts, sidewalks, trails and public right-of-way projects in the District; and

WHEREAS, District is a local government as defined by the Act, and as such is lawfully permitted to enter into an Agreement; and

WHEREAS, County is a local government as defined by the Act with authority to maintain public right-of-way and install traffic control devices, and as such is lawfully permitted to enter into an Agreement; and

WHEREAS, County maintains and holds public road rights-of-way (the “County Right-of-Way”) within the boundaries of the District; and

WHEREAS, the District desires to install certain street lighting (the “Lighting”) within the public road rights-of-way (the “County Right-of-Way”) in an effort to provide roadway illumination on streets within its boundaries; and

WHEREAS, the District recognizes the Lighting is not typically installed or maintained by the County on all public roads and is therefore, willing to fund all installation, operation and maintenance costs associated with the installation of the Lighting in the County Right-of-Way within the boundaries of the District; and

WHEREAS, County and District believe it is in their best interests, and to the inhabitants thereof, to enter into this Agreement to install, operate, and maintain the Lighting to provide roadway illumination within the boundaries of the District.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

**SECTION 1**  
**PURPOSE**

- 1.1 The purpose of this Agreement is to outline the obligations related to the installation, operation, and maintenance of the Lighting within the boundaries of the District (the “Project”).

**SECTION 2**  
**OBLIGATIONS**

- 2.1 District agrees to purchase and install the Lighting within the County Right-of-Way at locations within the boundaries of the District, upon consultation and approval of the Fort Bend County Engineer (“County Engineer”) with such approval not to be unreasonably withheld or delayed. The Lighting shall comply with all County standards and requirements for lighting to be used in the County Right-of-Way.
- 2.2 District shall be responsible for all costs to maintain the Lighting in a properly operating manner for as long as such Lighting remains in place within the boundaries of the District and this Agreement remains in full force and effect. Such costs shall include but are not limited to the costs of repair, replacement, relocation and other modifications, as needed (collectively, the “Maintenance and Repair Work”). District warrants, covenants, and agrees that County shall have no responsibility for the Maintenance and Repair Work for the Lighting, unless County elects to assume such responsibility pursuant to Section 3.2 of this Agreement. In the event County determines District has failed to perform Maintenance and Repair Work as required under this Agreement, County shall notify District of this failure in writing. District shall have sixty (60) days from receipt of such notice to perform such Maintenance and Repair Work unless County determines that a shorter timeframe is necessary due to public safety concerns. In such cases, District shall perform the Maintenance and Repair Work within the time prescribed by County.
- 2.3 Before installing any Lighting in the County Right-of-Way or performing any Maintenance and Repair Work, District shall obtain all necessary approvals and permits (if any) from the County Engineer and shall comply with all applicable conditions and requirements established by the County Engineer in connection with such activities.
- 2.4 In the event County determines to make roadway improvements within the County Right-of-Way, or determines, based upon generally accepted traffic engineering principals, that any Lighting located within the County Right-of-Way poses an unusual threat to public road traffic, the County shall provide written notice to District. Upon receiving such notice, the District shall, at its sole cost and expense, remove or relocate the affected Lighting within the timeframe specified by County.

- 2.5 The District acknowledges that the installation of any Lighting within the County Right-of-Way is undertaken at the District's sole risk. If the District fails to perform Maintenance and Repair Work as required under this Agreement, or fails to remove or relocate the Lighting as provided in Section 2.4, the County shall have the right, at its sole discretion and expense, and upon providing prior written notice to the District, to remove the affected Lighting from the County Right-of-Way. The County may, but is not obligated to, replace any such removed Lighting with its standard lighting improvements. In either case, the District shall not be entitled to any reimbursement from the County for the removal or replacement of the Lighting.

### **SECTION 3**

#### **TERM**

- 3.1 This Agreement shall be in effect from the date of execution of the last Party hereto and shall continue in full force and effect for one (1) year. This Agreement shall automatically renew for consecutive period of one (1) year each thereafter as long as one (1) or more Lighting are in place and functional within the boundaries of the District.
- 3.2 Either Party may terminate this Agreement, with or without cause, by providing thirty (30) days' written notice to the other Party. Upon termination, the County shall determine, in its sole discretion, whether the Lighting shall remain installed within the County Right-of-Way. If the County determines that the Lighting must be removed from the County Right-of-Way, the District shall, at its sole cost and expense, remove the Lighting within the timeframe specified by the County. If the County determines that the Lighting may remain in place, the District shall have no further obligation to perform Maintenance and Repair Work related to the Lighting, and the County shall assume all responsibility for the Lighting thereafter.

### **SECTION 4**

#### **INSURANCE AND LIABILITY**

- 4.1 At all times during which the Lighting is installed within the County Right-of-Way, District shall procure and maintain liability insurance with coverage for personal injuries and property damage with limits of liability not less than the following:
- (a) \$100,000.00 for property damage;
  - (b) \$100,000.00 for one person; and
  - (c) \$300,000.00 for one accident for personal injury.

- 4.2 County and members of Commissioners Court shall be named as additional insured on such insurance coverage procured and maintained by District and shall furnish County with a certificate of insurance for the same upon County's request.
- 4.3 Prior to installing the Lighting in the County Right-of-Way or any Maintenance and Repair Work, District will require its contractors' insurance policies to name County, in addition to District, 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.
  - (d) District may require insurance in excess of the amount of coverage set out above, as it deems necessary. In such cases, County shall remain an additional insured.
  - (e) District shall provide County with proof of insurance required under this section.
- 4.4 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.

## **SECTION 5**

### **NOTICES**

- 5.1 Each Party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

5.2 Each Party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a Party in a Notice pursuant to this Section:

County: Fort Bend County Engineering  
Attn: County Engineer  
301 Jackson Street, 4<sup>th</sup> Floor  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1st Floor  
Richmond, Texas 77469

District: Fort Bend County Municipal Utility District No.151  
c/o Allen Boone Humphries Robinson LLP  
Attn: Audrey Briscoe  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

5.3 A Notice is effective only if the Party giving or making the Notice has complied with subsections 5.1 and 5.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

- (a) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- (b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**SECTION 6**  
**MISCELLANEOUS**

6.1 The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.

- 6.2 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.
- 6.3 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement shall continue to be binding on the Parties.
- 6.4 This Agreement supersedes any and all other agreements, either oral or in writing between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 6.5 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 or delayed.
- 6.6 This Agreement does not confer any enforceable rights or remedies upon any person other than the Parties. No provision of this Agreement constitutes consent to suit.
- 6.7 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
- 6.8 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.
- 6.9 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.
- 6.10 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.

**{Execution Pages Follow}**

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

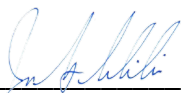
**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
KP George, County Judge

**ATTEST:**

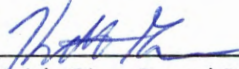
\_\_\_\_\_  
Laura Richard, County Clerk

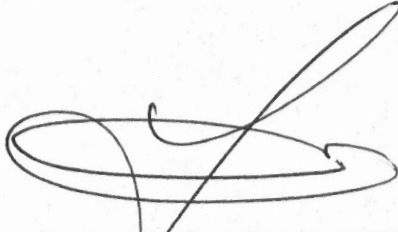
**APPROVED:**

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

EXECUTED on this the 27<sup>th</sup> day of October, 2025.

**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 151**

  
\_\_\_\_\_  
Keith Gier, Board President

**ATTEST:**   
\_\_\_\_\_  
District Representative