

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 19**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Interlocal Agreement ("Agreement"), is made and entered into between the FORT BEND COUNTY DRAINAGE DISTRICT, ("District") a body corporate and politic, acting by and through its Board of Directors and Fort Bend County Municipal Utility District No. 19, hereinafter referred to as "No. 19."

WHEREAS, No. 19 desires that the District assist with certain maintenance of the drainage improvements located in No. 19 (the "Drainage Improvements");

WHEREAS, the District desires to assist No. 19 with certain maintenance of the Drainage Improvements;

WHEREAS, significant damage has been done to the Drainage Improvements by individuals driving through the Drainage Improvements in automobiles and recreational vehicles;

WHEREAS, No. 19 and the District have agreed to the installation of a concrete barricade to be installed adjacent to Drainage Improvements to prevent additional damage to the Drainage Improvements;

WHEREAS, this Agreement is made pursuant to and under the provisions of the Texas Interlocal Cooperation Act, Section 791, *et seq.*, Texas Government Code.

NOW, THEREFORE, the District and No. 19 mutually agree as follows:

1. The District hereby agrees, subject to the conditions stated herein, to assist No. 19 with certain maintenance of the Drainage Improvements upon written request by the Board of Directors of No. 19 to the County Commissioner within whose precinct said Drainage Improvements are located.

2. The written request from the Board of Directors of No. 19 shall set forth the following:
 - a. A detailed description of the Drainage Improvements with which No. 19 desires the Drainage District's assistance in maintaining and a detailed description of the work No. 19 desires the Drainage District to perform.
 - b. A request for a date range upon which No. 19 desires the District to commence such maintenance and a request for the approximate duration of time that No. 19 desires the District to continue such maintenance.
 - c. The construction materials that are anticipated by No. 19 to be used by the District in performing such maintenance, if any.
 - d. The initial request shall include a request for the installation of a concrete barricade adjacent to the Drainage Improvements at a location to be mutually determined. The District agrees to provide and install the barricade and all other necessary materials.
 - e. That No. 19 agrees to pay, from current revenues available to No. 19, for any and all such materials as may be used by the District pertaining to the request, and for any specialized equipment necessary for maintenance work.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said Drainage Improvements are located will review and consider the request and review same with the Chief Engineer of the District. If equipment and man-power are available, and the use of same will not interfere with or interrupt scheduled work and activities of the District, the District will make arrangements to perform the requested maintenance on the Drainage Improvements.
4. Once the District has determined that equipment and man-power are available to perform the requested maintenance as provided in Paragraph 3 above, the District agrees to furnish all necessary equipment and labor necessary for the maintenance of the Drainage Improvements, subject to the conditions herein stated. The District shall provide a written estimate to No. 19, containing the amount and cost of services and materials necessary to provide the requested Drainage Improvements. The District will not commence any Drainage Improvements until No. 19 has provide written accepted the District's estimate and payment terms.
5. No. 19 agrees to pay an amount that fairly compensates the District for the services or materials provided under this Agreement from current revenues.
6. To the extent permitted by law, No. 19 agrees to indemnify and hold the District harmless with the respect to any claim, demand or suit arising out of the District's performance of the maintenance of said Drainage Improvements. District shall not be liable to No. 19 by reason of inconvenience, annoyance or injury to the Drainage Improvements, or activities conducted by No. 19 or any third party

arising from the repairing of any portion of the Drainage Improvements, or from the making of any necessary alteration or improvements in or to any portion of the Drainage Improvements and/or property owned by No. 19 or in or to its fixtures or appurtenances. If the Drainage Improvements or the means of access thereto is damaged by casualty, fire, flood, hurricane or other action of the elements, the damage shall be repaired by No. 19.

7. It is expressly understood and agreed that this Agreement may be terminated at any time by either party upon thirty (30) days written notice.
8. It is expressly understood and agreed that this Agreement shall be in place for a term of twenty (20) years commencing upon the date listed below.
9. It is expressly understood and agreed by the parties hereto that said Agreement will have no force or effect until duly executed by all parties as provided herein below.
10. This Agreement is for specified, short-term maintenance on the Drainage Improvements, and does not impose long-term maintenance obligations on the part of the District.
11. Any notice required or permitted by this Agreement shall be in writing, delivered in person or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, as follows:

To No. 19:

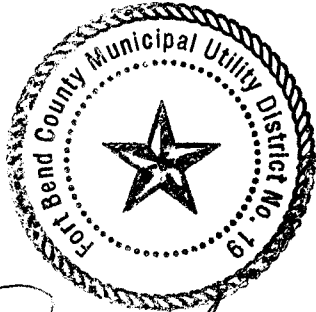
Fort Bend County Municipal Utility District No. 19
c/o William Scott Smith
Smith, Murdaugh, Little & Bonham
1100 Louisiana, Suite 400
Houston, Texas 77002

To Drainage District:

Fort Bend County Drainage District
P. O. Box 1028
Rosenberg, Texas 77471

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

SIGNED this 15th day of June, 2011.



FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 19

By: Terry Roy
Vice President

ATTEST:

[Signature]
Secretary

SIGNED this 14 day of June, 2011.

FORT BEND COUNTY
DRAINAGE DISTRICT

By: [Signature]
Robert Hebert,
County Judge

ATTEST:

[Signature]
Dianne Wilson
County Clerk

Approved:

[Signature]
Mark Vogler, Chief Engineer
Drainage District

