STATE OF TEXAS	§ 8	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND	§	

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and the **WEST FORT BEND MANAGEMENT DISTRICT** ("District") a special district created in 2005 by the Texas Legislature, acting by and through its Board of Directors.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I. BASIC TERMS

County and District have been involved in discussions and planning with the Texas Department of Transportation ("TxDOT") for development of landscaping and other scenic beautification at the intersection of US 59 and FM 762. County submitted a nomination form for the 2009 Statewide Transportation Enhancement Program, which was approved and has culminated in an Advance Funding Agreement with TxDOT, CSJ# 0027-12-137.

County and District, by and through their governing bodies, hereby affirmatively find that Fort Bend County will receive a benefit as the result of the Project.

County and District hereby affirmatively find that the Project serves a public purpose.

County and District hereby affirmatively find that County and District are specifically authorized by law to individually and independently maintain the Project on its own.

County and District agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and District affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor District intends for any third party to obtain a right by virtue of this Agreement.

County agrees that District is relying upon County for notice to proceed with this Project.

County and District understand and agree that each party is an Independent Contractor of the other party and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of District, and Districts employees, agents or assignees shall not be deemed for any purpose to be employees or agents of County.

II. <u>PURPOSE</u>

The purpose of this Agreement is to provide the required maintenance for public use for the US 59/FM 762 Landscaping Project, a 44-acre project that will enhance the roadside scenery at a major interchange to the cities of Richmond and Rosenberg, hereinafter referred to as "the Project."

III. TERM

The term of this Agreement will be from the date of final completion of the construction of the Project for a period of twenty (20) years. The term of this Agreement is dictated by the Advance Funding Agreement between County and TxDOT, which provides that the landscaping and other scenic beautification of the Project must be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment.

IV. DISTRICT'S RESPONSIBILITIES

District agrees to provide the required maintenance of the Project, as provided in this Agreement, the Advance Funding Agreement between County and TxDOT - CSJ# 0027-12-137, and in TxDOT's Landscaping Maintenance Guidelines. For purposes of this Agreement, maintenance of the Project also includes providing water. District shall not be required to provide any services hereunder until District receives written notice from County, of completion of construction of the Project.

V. COUNTY'S RESPONSIBILITIES

County agrees to provide assistance, as available, to District in performing maintenance of the Project. Such assistance shall be in the form of seeking alternative resources for the provision of labor of the Project, such as inmate labor and/or labor in the form of individuals ordered to complete a term of community supervision (probation).

VI. DONATIONS

Either party may solicit and seek donations of materials and services required for the maintenance of the Project.

VII. MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

Fort Bend County 301 Jackson, Suite 719 Richmond, Texas 77469 Attn: County Judge

If to District:

West Fort Bend Management District c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027

VIII. EXECUTION

IN WITNESS WHEREOF, the parties have executed	uns Agreement on the dates indicated.
FORT BEND COUNTY:	June 28, 2011
Robert Hebert, Fort Bend County Judge	Date 0
Attest: Acanne Hilson	SIONERS COLLEGE
Dianne Wilson, Fort Bend County Clerk	* STX S
WEST FORT BEND MANAGEMENT DISTRICT:	END COUNT MINING
President, Board of Directors	Date 6 14 2011
Tresident, Bourdor Directors	Build
Attest:	
MM Dense	
Secretary Board of Directors	