

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

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement (“Project Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, (“County”) a body corporate and politic, acting by and through its Commissioners Court and the Pecan Grove Municipal Utility District (“District”) a county, municipality, special district, or other political subdivision (including a corporate or political District organized under State law), acting by and through its Board.

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**

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement (“Primary Agreement”) previously agreed to by the parties on July 5, 2011. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.

County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

District, by and through its Board, hereby affirmatively finds that District is specifically authorized by law to individually and independently construct 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.

District agrees that County is relying upon District for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and District understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of District.

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II. PURPOSE

The purpose of this Project is to construct a sidewalk along Plantation Drive, as more specifically stated in section IV, Project Description.

TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2011 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as constructing a sidewalk along Plantation Drive from Pecan Grove levee to Fort Bend ISD Middle School #14("Project").

V. PROJECT LOCATION

The location for the Project is on Plantation Drive ("Project Site").

VI. SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to reimburse Pecan Grove Municipal Utility District an amount not to exceed \$8,505.12 for material costs.

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by District to be moved, onto trucks provided by District.

DISTRICT'S RESPONSIBILITIES:

District agrees to assume all material costs, but County shall reimburse District for material costs that do not exceed \$8,505.12, inclusive.

At District's sole expense, District will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. District will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and District personnel. District will direct and be solely responsible for the overall Project. District will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, District will provide sufficient labor and equipment to haul any materials excavated and loaded onto District trucks by County. The number of trucks furnished by District will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. District will schedule its labor and equipment to correspond to County's schedules.

If necessary, District will, at its sole cost and expense, be responsible for the design of the Project. If necessary, District will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, District will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

District will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

District agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

District will notify County within ten (10) days of the completion of the Project of any complaints that District may have regarding the Project. Upon completion of the Project, District will, at its sole expense, be responsible 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.

District agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; District and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of 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 Pecan Grove Municipal Utility District:

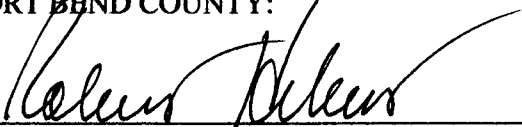
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027
Attn: Lynne Humphries

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[execution page to follow]


IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:

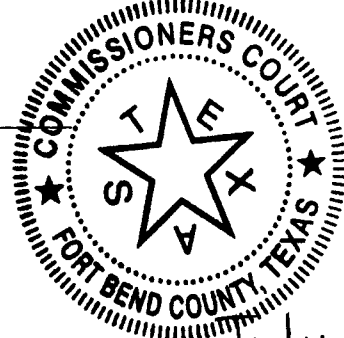


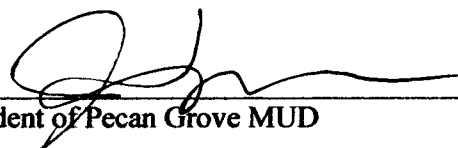
Robert Hebert, Fort Bend County Judge

Date August 2, 2011

Attest: 

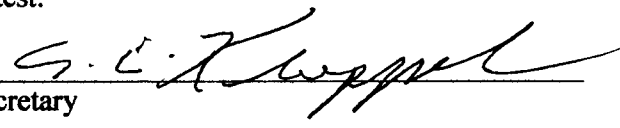
Dianne Wilson, Fort Bend County Clerk



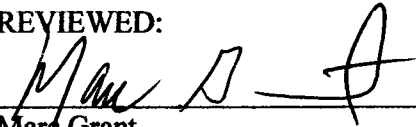
Pecan Grove MUD


President of Pecan Grove MUD

Date July 20, 2011

Attest: 

Secretary

REVIEWED: 

Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$8,505.12 to accomplish and pay the obligation of Fort Bends County under this Project Agreement.



Ed Sturdivant, Fort Bend County Auditor