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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 **Fort Bend County Municipal Utility District No. 134C** ("Local Government") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its Board of Directors.

I. BASIC TERMS

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 County is specifically authorized by law to individually and independently construct the Project on its own.

County and Local Government 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.

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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 Local Government intends for any third party to obtain a right by virtue of this Agreement.

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

County and Local Government 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 Local Government.

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II.

PURPOSE

The purpose of this Project is to provide assistance with repairing public roads.

III.

TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2013 or until the Project is completed, whichever is later. 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 the repair of public roads located inside the boundaries of the District which District and County mutually agree need immediate repair. ("Project").

V.

PROJECT LOCATION

The location for the Project is various roads located within Aliana, Sections 2, 3, 5, 7, 9, 10 and 15, all of which subdivisions are located within the District ("Project Site").

VI.
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County will solicit a quote from its Contractor for Project. Upon Local Government's approval of the quote, County shall instruct Contractor to perform the services described in Section VI of this Agreement. County shall pay Contractor an amount not to exceed \$100,000.00 for the cost of services described in Section IV and V of this Agreement. County shall invoice Local Government who shall reimburse County for 50% of the cost of services.

LOCAL GOVERNMENT 'S RESPONSIBILITIES:

Local Government shall identify requested road repairs to County for County's use in soliciting the work quote. Local government shall reimburse County for 50% of the cost of services described in Section IV and V of this Agreement. Local Government shall remit payment to County within 30 days of Local Government's receipt of invoice. Upon completion of the Project, Local Government 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.

Local Government 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 Attorneys Office was offered solely to benefit its client; Local Government 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 Fort Bend County Municipal Utility District No. 134C:

Fort Bend County Municipal Utility District No. 134C
c/o Coats, Rose, Yale, Ryman & Lee, P.C.
3 Greenway Plaza, Suite 2000
Houston, Texas 77046
Attention: Timothy G. Green

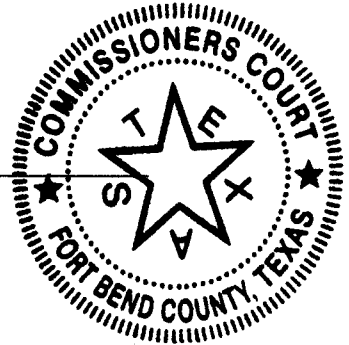
IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:



Grady Prestage, Commissioner, Precinct 2
Presiding Officer of Commissioners Court, August 6, 2013

8-6-13
Date



Attest:



Dianne Wilson, Fort Bend County Clerk

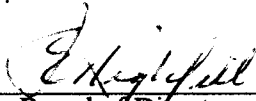
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 134C:



President, Board of Directors
Fort Bend County Municipal Utility District No. 134C


7/22/2013
Date

ATTEST:



Secretary, Board of Directors
Fort Bend County Municipal Utility District No. 134C

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 \$100,000.00 to accomplish and pay the obligation of Fort Bends County under this Project Agreement.



Ed Sturdivant, Fort Bend County Auditor

I/mtr/agreements/r&b/2012