

INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF MISSOURI CITY AND FORT BEND COUNTY  
FOR THE PROVISION OF WATER AND WASTEWATER SERVICES

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between the City of Missouri City, a home-rule municipality, (hereinafter referred to as "City") acting by and through the City Council of the City of Missouri City, Fort Bend County, a political subdivision of the State of Texas (hereinafter referred to as "County"), acting through the Fort Bend County Commissioners Court.

SECTION 1  
RECITALS

Whereas the City and the County are allowed to enter into this agreement as an interlocal contract pursuant to Chapter 791 of the Texas Government Code; and

Whereas the County desires to install certain facilities in Kitty Hollow Park that require water and wastewater services; and

Whereas the County desires the City to assist the County by providing water and wastewater services to Kitty Hollow Park; and

Whereas the City desires to assist the County by providing water and wastewater services to Kitty Hollow Park; and

Whereas the County desires to construct water and wastewater facilities to connect to the existing City water system and existing City sewer system; and

Whereas the City and the County believe it is in the best interest of the residents of the City and the County to enter into this Agreement; and

Whereas the governing body of the City has duly authorized this agreement; and

Whereas the governing body of the County has duly authorized this agreement; and

Now therefore, for and in consideration of the mutual covenants, agreements and benefits to the parties, it is mutually agreed by and between the City and the County as follows:

## SECTION 2 PURPOSE

The purpose of this Agreement is to provide for the construction of water and wastewater facilities and ongoing water and wastewater service to serve Kitty Hollow Park at 9555 Hwy 6 South, Missouri City, Texas 77459.

## SECTION 3 TERMS

3.01 This Agreement will be effective on the latest date that either party executes this Agreement and will terminate on July 31, 2014.

3.02 This Agreement will renew for successive one-year terms each year unless it is terminated by either party.

3.03 Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party. In the event that the County terminates this Agreement prior to completion of the water and wastewater facilities that are to be built by the County, the County will remove any facilities constructed by the County that are on City property.

## SECTION 4 RIGHTS AND DUTIES OF THE CITY

4.01 **Rights.** The City has the right to bill the County as provided in this section.

4.02 **Duties.**

4.02.01 The City will bill the County for any costs incurred by the City to connect the new water and wastewater facilities constructed by the County to the existing City water system and existing City sewer system. The estimate for such costs is \$15,555.00, however the City will bill the County for the actual costs incurred.

4.02.02 The City will provide water and wastewater service for the County facilities constructed at Kitty Hollow Park.

4.02.03 The City will bill the County for providing water and wastewater services to the County at the then-applicable rate for water and wastewater (or sewer) service as set forth in the City Code of Ordinances for the Mustang Bayou Utility Service Area.

## SECTION 5 RIGHTS AND DUTIES OF THE COUNTY

5.01 **Rights.** The County has the right to receive water and wastewater service from the City.

5.02 **Duties.**

5.02.01 The County will design and construct water and wastewater facilities connecting the County's new facilities in Kitty Hollow Park that require water and wastewater services to the existing City water system and existing City sewer system. The City has no duty to construct any water or wastewater facilities inside of Kitty Hollow Park. The water and wastewater facilities will be constructed substantially as shown in Exhibit "A".

5.02.02 The County will construct all water and wastewater facilities located within Kitty Hollow Park. In addition to complying with the then-current version of Chapter 86, Utilities, or any other relevant provision of the Missouri City Code as required below by Section 12, the County will comply with any reasonable requirements of the City regarding the design of its water and wastewater facilities located within Kitty Hollow Park.

5.02.03 The County will pay the City all amounts billed as provided above in Section 4.

## SECTION 6 PAYMENTS FROM CURRENT REVENUES

All payments by a party for the performance of governmental functions or services must be made from current revenues available to such party.

## SECTION 7 INDEMNITY; IMMUNITY

7.01 Each party will be responsible for its own negligent actions, regardless of the geographical location. Each party will procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers compensation, and if applicable, emergency medical service professional liability insurance, with such limits of coverage and deductibles as are prudent and reasonable for the protection of itself, its personnel and its equipment. No party hereto has any obligation to provide or extend insurance coverage for any of the services, events resulting

from services or physical equipment required to provide services, as enumerated herein, to any other party or its personnel. Each party hereto may require any other party hereto to provide it with certificates of insurance, copies of policies or other evidence of compliance with the provisions of this Section.

7.02 Neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution and laws of the State of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein. Each party to this Agreement agrees that it will have no liability whatsoever for the actions or omissions of an individual employed by the other party, regardless of where the individual's actions occurred.

## SECTION 8 NO SPECIAL RELATIONSHIP

8.01 It is agreed that nothing herein contained is intended or should be construed as creating or establishing a relationship of partners between the parties, or as creating or establishing the relationship by either party as agent, representative, or employee of the other party for any purpose, or in any manner, whatsoever.

8.02 The City is and will remain an independent contractor with respect to all services performed under this Agreement.

## SECTION 9 SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it will not affect, impair, or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

## SECTION 10 ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

10.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as

any previous Agreement presently in effect between the parties relating to the subject matter hereof.

10.02 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties.

10.03 No party hereto may make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party hereto.

## SECTION 11 APPLICABLE LAW

11.01 It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas, except with regard to choice of law provisions.

11.02 Venue for the litigation of any dispute arising this Agreement is only in Fort Bend County, Texas.

## SECTION 12 COMPLIANCE WITH LAWS AND REGULATIONS

12.01 Both parties will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the respective obligations of each party herein, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations constitutes a material breach of this contract, and entitles either party to terminate this contract immediately upon delivery of written notice to the other party.

12.02 To the extent of any conflict between a provision of this Agreement and a provision of any other law, including Chapter 86, Utilities, of the City Code.

## SECTION 13 NOTICES

13.01 All notices required or permitted hereunder must be in writing and will be deemed delivered on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address below or at such other address as the other party may have theretofore prescribed by notice to the sending party.

13.02 Either party may change its respective addresses by providing at least fifteen (15) days written notice to the other party.

13.03 Notice to the City shall be sent to:

City of Missouri City  
Attn: City Manager  
1522 Texas Parkway  
Missouri City, Texas 77459

With a copy to:

City of Missouri City  
Attn: Utilities Manager  
1522 Texas Parkway  
Missouri City, Texas 77459

13.04 Notice to the County shall be sent to:

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

13.05 The parties may change their respective addresses and each may specify as its address any other address by providing at least fifteen (15) days written notice to the other party.

## SECTION 14 EXECUTION

14.01 The undersigned officers are properly authorized to execute this Agreement on behalf of the parties hereto, and each hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

14.02 This Agreement, in duplicate counterparts, each having equal force and effect of an original, has been executed on behalf of the parties hereto as follows:

14.03 This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, on behalf of the City by the Mayor and attested by the City Secretary of the City of Missouri City, pursuant to an authorization item by the City Council of the City of Missouri City authorizing such execution.

**CITY OF MISSOURI CITY**

\_\_\_\_\_  
Allen Owen, Mayor

\_\_\_\_\_  
Date

Attest:

Approved as to Form:

\_\_\_\_\_  
Maria Gonzales, City Secretary

\_\_\_\_\_  
Caroline Kelley, City Attorney

14.04 This Agreement is executed on this 22 day of October, 2013, on behalf of the County by the County Judge of Fort Bend County, Texas, pursuant to an order of the Commissioners Court of Fort Bend County authorizing such execution.


**FORT BEND COUNTY**

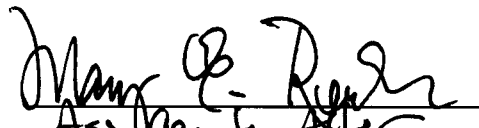
  
\_\_\_\_\_  
Robert E. Hebert, County Judge

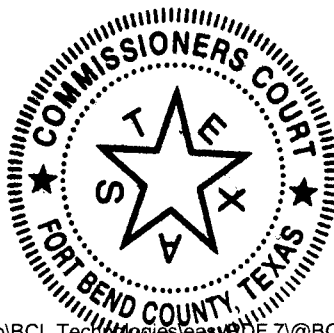
10-22-13  
\_\_\_\_\_  
Date

Attest:

Approved as to Form:

  
\_\_\_\_\_  
Dianne Wilson, County Clerk

  
\_\_\_\_\_  
Ass. County Clerk



Engineering drawing of a site plan for Ritty Hollow Park, Missouri City, TX. The plan shows water and wastewater lines, including a 48-inch water main and a 36-inch wastewater main. A north arrow is located in the upper left corner. The drawing is titled 'SITE PLAN 7 OF 7'.

[illegible]