

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 23**

This Interlocal Agreement, hereinafter referred to as the “Agreement”, is entered into between the County of Fort Bend, a body corporate and politic acting herein by and through its Commissioners Court, hereinafter referred to as “County”, and Fort Bend County Municipal District No. 23, hereinafter referred to as “District”.

WHEREAS, District desires that the area within the boundaries of the District comply with the requirements of the National Flood Insurance Program; and

WHEREAS, County, has appointed the County Engineer as Floodplain Coordinator to monitor the National Flood Insurance Program in certain unincorporated areas of the County; and

WHEREAS, District desires that County administer the Flood Damage Prevention Regulations for the area within the boundaries of the District; and

WHEREAS, District and County find the unification of floodplain administration would simplify the permitting process for the District and provide for consistency of administration of local, state and federal floodplain regulations throughout the County; and

WHEREAS, District agrees to adopt Flood Damage Prevention Regulations consistent with and substantially the same as those adopted by County, which are necessary to comply with the National Flood Insurance Program; and

WHEREAS, this Agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code.

NOW THEREFORE, the County and District mutually agree as follows:

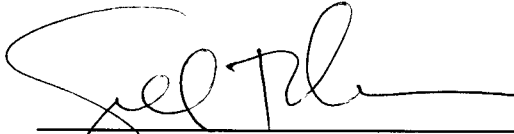
1. The District shall adopt Flood Damage Prevention Order (“Regulations”) consistent with and substantially the same as the Regulations adopted by the County. Further, District shall update its Regulations from time to time, consistent with any updates to the Regulations of the County, within a reasonable time of the District's receipt from the County of a form of Addendum to the District's Regulations. The District shall also take any and all actions necessary to remain in compliance with the National Flood Insurance Program during the entire term of this Agreement.
2. The Floodplain Administrator of District, under those certain Regulations adopted by the District (a copy of which is attached hereto as Exhibit “A”) hereby designates as its agent to perform all duties of the Floodplain Administrator under said Regulations, the County Engineer or his successor as the County's Floodplain Coordinator.
3. The County Engineer will perform all duties of the Floodplain Administrator and the Floodplain Coordinator as provided in said Regulations, but the County Engineer shall not be considered during the term of this Agreement as an employee of District.
4. Any and all fees for inspections and/or licensing performed by the County relative to the Regulations shall be paid directly to the County, and, no funds received by the County in payment for fees for such inspections and/or licensing shall be paid to District. All such funds shall be retained to pay for services rendered by the County. The compensation for such services shall be paid by the licensee/inspectee, and the District shall have no obligation to pay the County for such services.
5. District shall, within a reasonable time of its receipt thereof, forward all correspondences relating to the subject matter of the Regulations and shall promptly refer all inquiries to the County with attention to the County Engineer. District, by and through its governing body, shall perform all duties required of District and/or the governing body under the Regulations, which shall not be interpreted as including any duties transferred hereunder.
6. To the extent permitted by law, District shall indemnify and hold harmless the County from any and all liability for damages, costs, or expenses, including attorney's fees, arising out of any inspections, permitting or licensing performed by District prior to the execution of this Agreement.
7. It is expressly understood and agreed that this Agreement may be terminated for any reason at any time by either party upon thirty (30) days written notice.
8. It is expressly understood and agreed by the parties hereto that this Agreement will have no force or effect until duly executed by both parties. This Agreement shall continue for successive one (1) year terms unless and until terminated in accordance with Section 7 above.

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SIGNED on this 27th day of February, 2014.

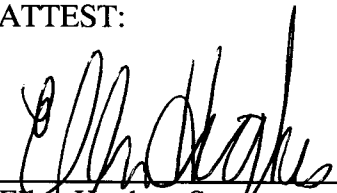
**FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT NO. 23**

By:



Anzilla Gilmore, Vice President

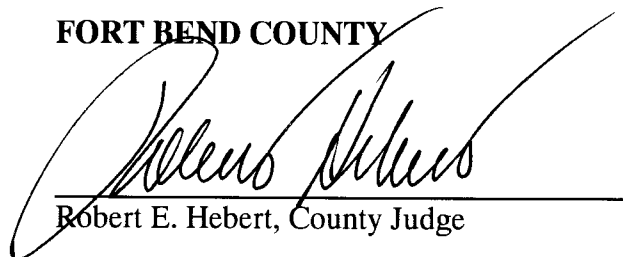
ATTEST:



Ellen Hughes, Secretary

SIGNED on this 1 day of April, 2014.

FORT BEND COUNTY


Robert E. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk

