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April 27, 2018

VIA FEDERAL EXPRESS

Mr. Robert Pechukas
Fort Bend County Commissioner, Andy Meyers
22333 Grand Corner Drive, Suite 105
Katy, Texas 77494

Re: Fort Bend County Municipal Utility District No. 34, of Fort Bend County, Texas
("District") – Interlocal Agreement for Contribution of Funds for Sidewalk Construction:
Katy Gaston Road at Summerset Ridge Lane("Agreement")

Dear Mr. Pechukas:

Enclosed please find two (2) original Agreements executed by the referenced District to be presented to Fort Bend County Commissioner's Court for approval. Please return one (1) fully-executed Agreement to the undersigned upon approval by all parties for the District's files.

If you have any questions regarding the enclosed, please do not hesitate to contact me.

Very truly yours,

SCHWARTZ, PAGE & HARDING, L.L.P.

By



Katie Turk
Paralegal

Enclosures
488397_1

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT FOR CONTRIBUTION OF FUNDS FOR SIDEWALK CONSTRUCTION
KATY GASTON ROAD AT SUMMERSET RIDGE LANE**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, by and between the Fort Bend County Municipal Utility District No. 34, of Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Board of Directors, ("District"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County"). The District and the County may be referred to collectively herein as the "Parties".

RECITALS

WHEREAS, pursuant to Chapter 49 of the Texas Water Code, the District has the authority to finance, develop and maintain recreational facilities for the people in the District, including sidewalks; and

WHEREAS, County's authority to construct and maintain public roads under Chapter 251 of the Texas Transportation Code extends to sidewalks within the public right of way; and

WHEREAS, the Parties desire to participate in the construction of the extension of a sidewalk along Katy Gaston Road from the intersection at SummerSet Ridge Lane for approximately 200 linear feet, as shown on Exhibit A attached hereto and incorporated herein for all purposes ("Project"); and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the District and the County believe it is in their respective best interests to enter into this Agreement to facilitate the provision of certain governmental functions to the citizens of Fort Bend County and the District, and agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the District and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

AGREEMENT

Section 1. Incorporation of Recitals

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

Section 2. Purpose

The purpose of this Agreement is to outline the funding obligations related to the construction of a sidewalk along Katy Gaston Road located within boundaries of the District and the County.

Section 3. Project Construction and Funding

3.1 The County is responsible for managing and constructing the Project in accordance with approved specifications and compliance with the applicable state and federal laws related to the Project. This responsibility shall include the management of the relocation of utilities, including gas, overhead power and telecommunications.

3.2 The County shall initially fund the total cost of the Project currently estimated at \$26,000.00. However, the County shall only be obligated to fund eighty percent (80%) of the total actual cost of the Project.

3.3 The District agrees to reimburse the County for twenty percent (20%) of the total actual cost of the Project up to an amount not to exceed \$5,200.00 ("District Contribution"). The actual amount of the District Contribution shall be determined by the full accounting pursuant to subsection 3.5 below.

3.4 The County may elect to forego construction of the Project at any time. The County shall provide written notice to the District of its decision to forego construction and refund all amounts advanced by the District, if any, upon sixty (60) days of said notice to the District.

3.5 Upon completion of construction of the Project, but no later than ninety (90) calendar days after final payments to all vendors, the County will furnish the District with a full accounting of the funds expended on the Project and an electronic copy of the record drawings showing the Project. The District may review the County's records regarding this Project to confirm the accuracy of the full accounting.

3.6 Within thirty (30) calendar days of District's acceptance of the full accounting, District shall pay the District Contribution to the County as required under this Agreement.

3.7 The County shall be responsible for the maintenance of the Project upon completion.

Section 4. Insurance and Liability

4.1 County and District are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.

4.2 Each party is solely responsible for the actions and omissions of its employees and officers. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

Section 5. Notices

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County:	Fort Bend County Attn: Robert E. Hebert, County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
With a copy to:	Fort Bend County Engineering Department Attn: Richard Stolleis, P.E., County Engineer 301 Jackson Street Richmond, Texas 77469
District:	Fort Bend County Municipal Utility District No. 34, of Fort Bend County, Texas Attn: Bryan Yeates, Legal Counsel 1300 Post Oak Boulevard, Suite 1400 Schwartz Page & Harding, LLP Houston, Texas 77056-3078

Section 6. Miscellaneous

6.1 Each party shall make payments only from current revenues available to the party.

6.2 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.3 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

6.4 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

6.5 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.6 This Agreement cannot be assigned by either party.

6.7 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties. No provision of this Agreement constitutes consent to suit.

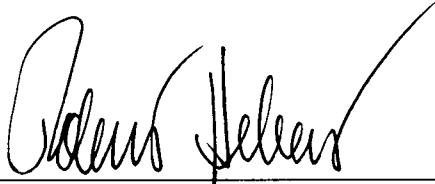
6.8 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 7. Execution

This Agreement has been executed by the District and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party, and remain in effect until (i.) September 30, 2022, (ii.) the Project is complete, (iii.) the Agreement is terminated otherwise as provided herein; and the obligation under subsection 3.6 of this Agreement is fulfilled, whichever is sooner.

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FORT BEND COUNTY, TEXAS



Robert E. Hebert, County Judge

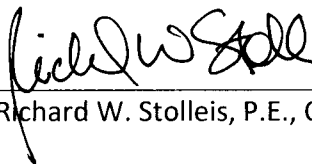
Date: 5-8-2018

ATTEST:

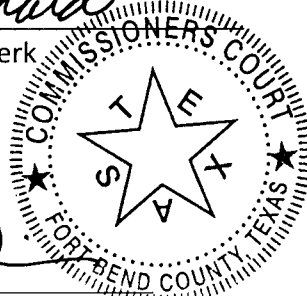


Laura Richard, County Clerk

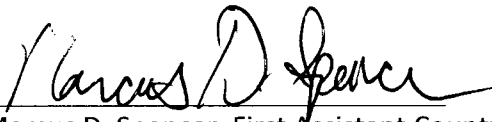
APPROVED:



Richard W. Stolleis, P.E., County Engineer



APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

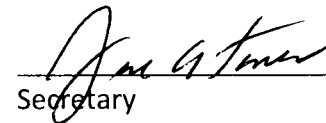
FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT NO. 34,
OF FORT BEND COUNTY, TEXAS



Billy Haehnel, President

Date: April 24, 2018

ATTEST:



Secretary

ATTACHMENT:

Exhibit A – Description of Project

EXHIBIT A

