

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

INTERLOCAL AGREEMENT FOR ROADWAY IMPROVEMENTS
FORT BEND MUNICIPAL UTILITY DISTRICT NO. 206

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE ("Act"), by and between Fort Bend County Municipal Utility District No. 206 ("District"), acting by and through its Board of Directors, 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").

RECITALS

WHEREAS, Clodine Road is a public road maintained by the County that adjoins land within the boundaries of the District; and

WHEREAS, the District constructed Bissonnet Street west of Clodine Road and made additional improvements to the intersection during the development of Camellia, Sections Three and Four, a subdivision within the boundaries of the District, as reflected in Attachment A; and

WHEREAS, the continued improvements to Clodine Road, Bissonnet Street and other streets within or adjacent to Camellia, Section Three and Camellia, Section Four (the "Project") contemplated in this Agreement will enhance the traffic flow/circulation, and such improvements are desired by the County and the District; and

WHEREAS, the continued improvements to Clodine Road, Bissonnet Street and other streets contemplated in this Agreement will be conveyed to the County for maintenance following the completion of the one year maintenance period; and

WHEREAS, County is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, District is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement; and

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

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; 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 obligations related to the construction of the Project.

Section 3. County's Rights and Obligations

A. The County's sole obligation under this Agreement is to provide funding to the District for costs of the Project in the amount of \$239,137.97. The County is not obligated to expend any further funds above \$239,127.97 (the "Contribution") for the Project. The County will forward its Contribution within fifteen (15) business days of County's receipt of the District's notice to the County of its intent to award the construction contract(s) for Camellia, Section 3 and/or Section 4. The County shall await the notice from the District before submitting payment for the Contribution.

B. During the work on the Project, the County shall have the right to review all drawings, maps, plats, records and drawings affecting the construction and to inspect the work in progress, provided however, that the work is being inspected by the Design Engineer. Upon the District issuing a final letter of acceptance for the construction of the Project, the District will provide to the County a final accounting of the actual costs of the Project.

C. Following the completion of the one year maintenance period of the Project, all streets constructed as part of the Project shall be conveyed to Fort Bend County for acceptance by Fort Bend County for all future maintenance.

Section 4. District's Rights and Obligations

A. The District shall be responsible for all right-of-way acquisition, design, construction management, and utility costs in excess of the County's contribution.

B. The District is responsible, in its sole discretion, for managing the design and overseeing the construction and completion of the Project and complying with the applicable state and federal laws.

C. The District shall advertise for construction bids, receive and tabulate bids, and award the construction contract in accordance with all laws and regulations regarding the bidding and construction of public improvements applicable to similar facilities constructed by the County, including without limitation any applicable requirement relating to payment, performance and maintenance bonds.

D. The District shall administer the construction contract, which shall include the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract

E. All permits, inspection, and final acceptance for the Project shall be in accordance with Fort Bend County criteria.

Section 5. Term

This Agreement shall continue in force and effect from the date of execution of the last party hereto until (i.) September 30, 2022, (ii.) the Project is substantially complete, or (iii.) the Agreement is terminated otherwise as provided herein; and the obligations under Sections 3 and 4 of this Agreement are fulfilled, whichever is sooner.

Section 6. Termination of this Agreement

A. County or District may terminate this Agreement, without cause, until the date the District awards the construction contract for the Project, by written notice to the other party.

B. After the award of the construction contract for the Project, this Agreement is not subject to termination.

Section 7. Liability

The parties agree that neither party is an agent, servant, or employee of the other party, and each party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents. The District and County are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

Section 8. Amendments

Amendments and changes to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project, may be enacted through a mutually agreed upon, written amendment between County and District.

Section 9. Remedies

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

Section 10. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any aspect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

Section 11. Notices

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

County: Fort Bend County Engineering Department
Attn: Richard W. Stolleis, P.E., County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: Robert E. Hebert, County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

District: Fort Bend County Municipal Utility District No. 206
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

B. All notices shall be deemed given on the date delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Section 12. Entire Agreement

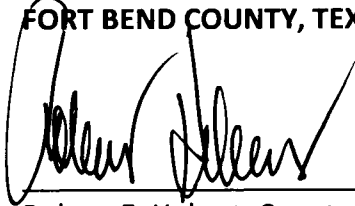
This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

Section 13. Execution

This Agreement has been executed by the County and the District upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party.

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FORT BEND COUNTY, TEXAS



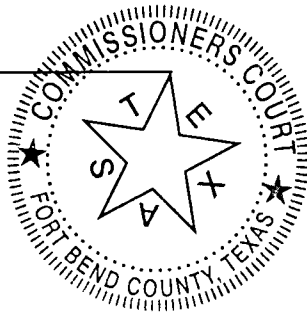
Robert E. Hebert, County Judge

Date 7.24.2018

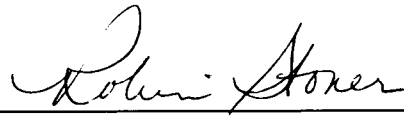
ATTEST:



Laura Richard, County Clerk



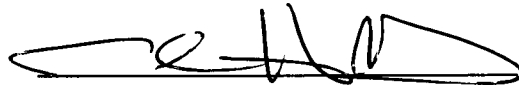
**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 206**



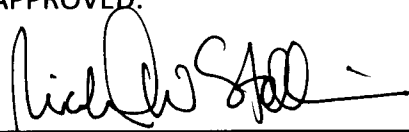
Robin Stoner, President

Date: May 8, 2018

ATTEST:



APPROVED:



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

APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney