

THE STATE OF TEXAS       §  
   §  
 COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND  
 FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 66  
 BRYAN ROAD MOBILITY BOND PROJECT NO. 17118 - IRRIGATION SLEEVES**

This Interlocal Agreement (the "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (the "County"), a body corporate and politic, acting by and through its Commissioners Court, and the FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 66 (the "District"), acting by and through its Board of Directors. The County and District may be referred to individually as a "Party" and collectively herein as the "Parties."

**RECITALS:**

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

WHEREAS, District is a local government as defined by the Act, and as such is lawfully permitted to enter into and 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.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

**AGREEMENT**

Section 1. Purpose of the Agreement. The purpose of this Agreement is to outline funding obligations related to the addition of Irrigation Sleeves as a part of the County's improvements to Bryan Road Mobility Bond Project No. 17118, pursuant to attached Exhibit A, incorporated herein for all purposes, for use of the District ("Project").

Section 2. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into this Agreement.

Section 3. The Project.

A. The County is responsible for the design and construction of the Project as a part of its improvements to Bryan Road pursuant to all applicable state and federal laws.

B. Promptly after bids are received and prior to the award of the construction contract, the County shall provide any pertinent information in writing to the District related to the award of the construction contract for the Project and a request for payment.

C. Within fifteen (15) days of the County's issuance of the information related to the award of the construction contract and request for payment, the District shall forward the full amount requested, currently estimated at \$2,772.

D. Upon completion of the Project and the District's receipt of notification from the County of such completion, the County and the District shall be responsible for reviewing and comparing the estimated cost to the actual cost of constructing the Project.

- I. If the District's payment submitted in accordance with Section 3.C is less than the actual cost of constructing the Project resulting in a shortage to the County, the District shall submit the shortage amount to the County within thirty (30) days of District's receipt of a notice of such shortage from the County.
- II. If the District's payment submitted in accordance with Section 3.C is more than the actual cost of the constructing the Project resulting in an overpayment to the County, the County shall reimburse the District the amount of the overpayment within thirty (30) days of the County's receipt of a notice of such overpayment from the District.

Section 3. Term of Agreement. This Agreement shall continue in force and effect from the date of execution of the last Party hereto until either of the actions contemplated in Section 3.D above is consummated. Prior to the County commencing construction on the Project as provided in Section 3.A above, either Party may terminate this Agreement at any time upon thirty (30) days written notice. However, upon the County commencing such work, neither Party can terminate this Agreement.

Section 4. Insurance and Liability.

A. 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.

B. 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.

A. Each Party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

B. Each Party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a Party in a Notice pursuant to this Section:

County:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 <sup>st</sup> Floor Richmond, Texas 77469
With a copy to:	Fort Bend County Engineering Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
District:	Fort Bend County Municipal Utility District No. 66 c/o The Muller Law Group, LLC 202 Century Square Boulevard Sugar Land, Texas 77478

C. A Notice is effective only if the Party giving or making the Notice has complied with subsections 5.A and 5.B and if the addressee has received the Notice. A Notice is deemed received as follows:

- I. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- II. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 6. Miscellaneous.

A. Each Party shall make payments only from current revenues available to the Party.

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

C. 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.

D. 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.

E. 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.

F. No Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.

G. 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.

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

I. This Agreement has been executed by the County and the District upon and by the authority of their respective governing bodies.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date of the last Party signed hereto.

FORT BEND COUNTY



\_\_\_\_\_  
KP George, County Judge

FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 66



\_\_\_\_\_  
[Alex Hemleb \(Aug 24, 2020 11:29 CDT\)](#)

Alex Hemleb, Board President

9-8-2020

\_\_\_\_\_  
Date



Aug 24, 2020

\_\_\_\_\_  
Date

ATTEST:



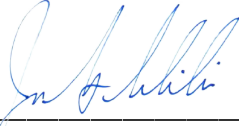
\_\_\_\_\_  
Laura Richard, County Clerk



\_\_\_\_\_  
[Robert Woodhouse \(Aug 24, 2020 14:51 CDT\)](#)

Board Secretary

APPROVED:



\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:



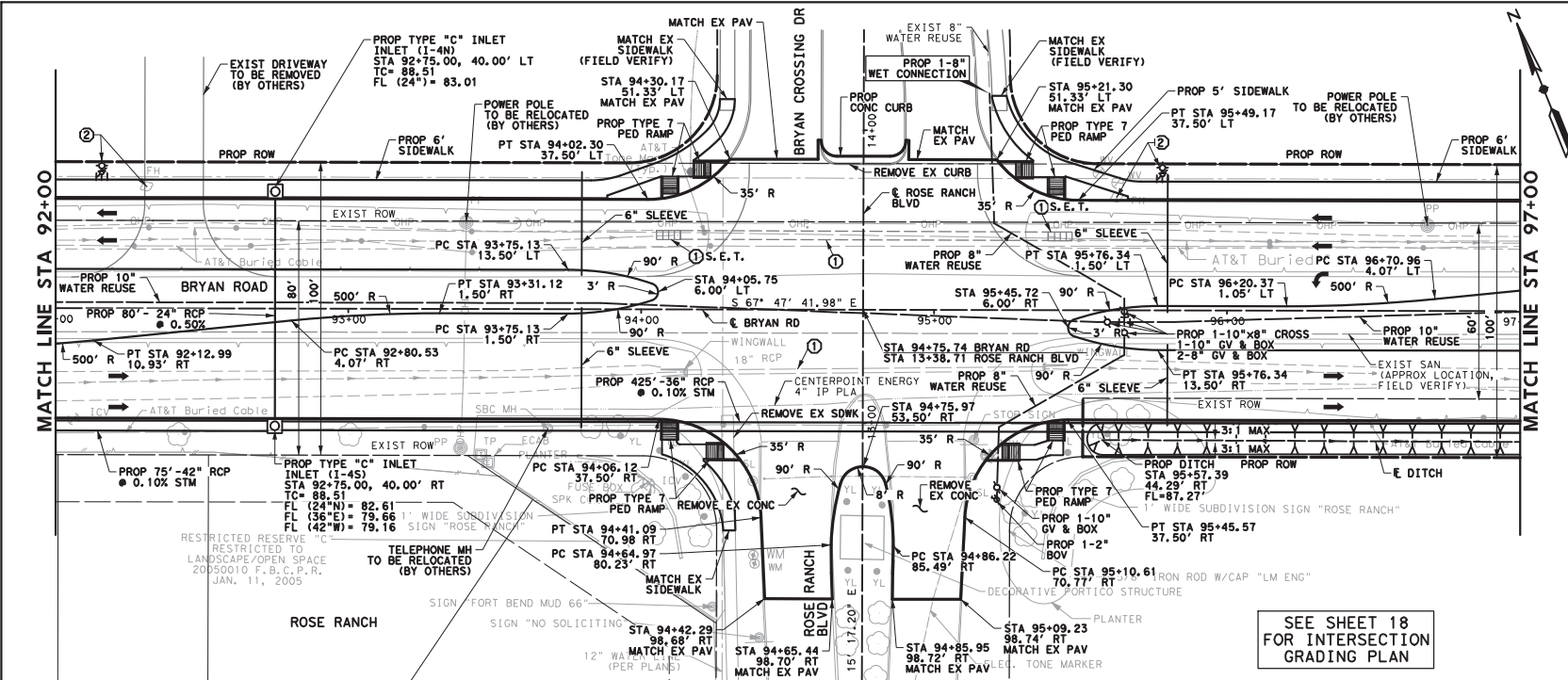
\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

# EXHIBIT A

W2700

7/23/2020

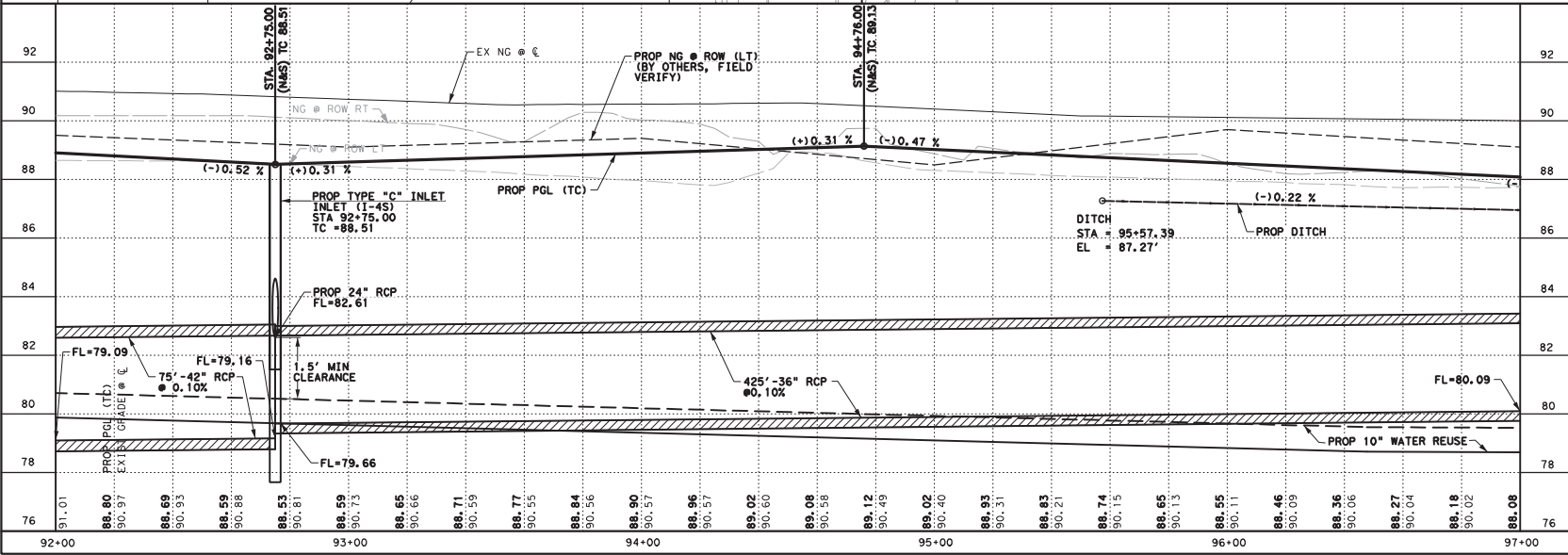
FILE: L:\2019\4-000  
PEN TABLE: FORT BEND  
PLOT DRIVER: BPLDVL5



- LEGEND:**
- EXISTING ELECTRIC LINE
  - EXISTING GAS LINE
  - EXISTING TEL LINE
  - EXISTING WATER LINE
  - EXISTING SAN SWR
  - EXISTING RIGHT-OF-WAY
  - EXISTING UTILITY EASEMENT
  - PROPOSED DRAINAGE
  - PROPOSED RIGHT-OF-WAY
  - ① TO BE REMOVED
  - ② REMOVE EXIST FIRE HYDRANT SALVAGE TO CITY OF ROSENBERG AND REPLACE WITH NEW FIRE HYDRANT ASSEMBLY

- NOTES:**
1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES AND POSSIBLE UTILITY CONFLICTS.
  2. DISCREPANCIES FOUND IN ELEVATIONS, COORDINATES, AND DIMENSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
  3. SEE SHEET 17 FOR INTERSECTION GRADING PLAN.
  4. CROSS SLOPES THROUGH CROWLWALKS SHALL NOT EXCEED 2% IN ACCORDANCE TO ADA.
  5. INTERSECTION USE HIGH EARLY STRENGTH CONCRETE PAVEMENT

SEE SHEET 18  
FOR INTERSECTION  
GRADING PLAN



0 10 20 40 60  
SCALE: 1"=40' (H) 1"=4' (V)

NO.	DATE	REVISION	APPROV.

**FORT BEND COUNTY**

**KCI**  
KCI CONSULTANTS, INC.  
10311 Katy Freeway, Suite 200  
Houston, TX 77055  
Phone: 281.271.1555  
www.kci.com  
TSPS Registration No. 1-100123

**BRYAN ROAD  
PLAN & PROFILE  
STA 92+00 TO STA 97+00**

SHEET 4 OF 7

DATE	DWG	CNTY	ST	PKT
SCALE:	1"=40' (H) 1"=4' (V)	FORT BEND	TEXAS	171118
				SHEET NO 14/82









# Interlocal Agreement Between the District and FBC - Bryan Road Mobility Bond Project

Final Audit Report

2020-08-24

Created:	2020-08-24
By:	Amy Love (amy@mullerlawgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASv52GuQIFNrBcykMA2ImEcIKI5DnQP8R

## "Interlocal Agreement Between the District and FBC - Bryan Road Mobility Bond Project" History

-  Document created by Amy Love (amy@mullerlawgroup.com)  
2020-08-24 - 2:13:10 PM GMT- IP address: 184.80.241.146
-  Document emailed to Alex Hemleb (freefallin@live.com) for signature  
2020-08-24 - 2:15:32 PM GMT
-  Email viewed by Alex Hemleb (freefallin@live.com)  
2020-08-24 - 4:27:20 PM GMT- IP address: 12.31.215.98
-  Document e-signed by Alex Hemleb (freefallin@live.com)  
Signature Date: 2020-08-24 - 4:29:18 PM GMT - Time Source: server- IP address: 12.31.215.98
-  Document emailed to Robert Woodhouse (rwoodho567@aol.com) for signature  
2020-08-24 - 4:29:20 PM GMT
-  Email viewed by Robert Woodhouse (rwoodho567@aol.com)  
2020-08-24 - 7:08:15 PM GMT- IP address: 107.77.220.139
-  Document e-signed by Robert Woodhouse (rwoodho567@aol.com)  
Signature Date: 2020-08-24 - 7:51:40 PM GMT - Time Source: server- IP address: 45.18.1.236
-  Signed document emailed to Amy Love (amy@mullerlawgroup.com), Robert Woodhouse (rwoodho567@aol.com) and Alex Hemleb (freefallin@live.com)  
2020-08-24 - 7:51:40 PM GMT