

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR CONTRIBUTION FOR
ROADWAY IMPROVEMENTS**

This Interlocal Agreement for Contribution for Roadway Improvements (this "Agreement") is made and entered into pursuant to Texas Government Code Chapter 791, by and between Fort Bend County, acting by and through its Commissioners Court, (the "County") and Fort Bend County Municipal Utility District No. 24, acting by and through its Board of Directors, (the "District"), both body corporates and politics under the laws of the State of Texas. The County and the District may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS:

WHEREAS, the County and the District are governmental entities with authority to enter into an Interlocal Agreement under Chapter 791, Texas Government Code; and

WHEREAS, the County desires to make improvements to certain public roadways that will benefit residents of the County and the District; and

WHEREAS, the Parties believe it is in their respective best interests and benefit to enter into this Agreement setting forth the terms and conditions pursuant to which the County will design and construct certain public roadways and the District will contribute to a portion of the costs of such design and construction.

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

AGREEMENT:

1. Purpose of the Agreement. The purpose of this Agreement is to outline funding obligations related the design and construction of certain County Mobility Bond Projects: Chimney Rock Road (Project No. 17202), Lake Olympia Parkway, Segment 1 (Project No. 13207) and Lake Olympia Parkway, Segment 2 (Project No. 17201), (collectively referred to herein as the "Projects").
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.

3. The Project.
- A. The District's sole obligation under this Agreement is to contribute one hundred fifty thousand and no/100 dollars (\$150,000.00) per year for twenty (20) years for the costs of the Projects allocated as follows.
 - I. Chimney Road Rock (17202) for a total contribution of \$1,900,000;
 - II. Lake Olympia Parkway Segment 1 (13207) for a total contribution of \$400,000;
 - III. Lake Olympia Parkway Segment 2 (17201) for a total contribution of \$700,000.
 - B. The District shall have a total maximum of three million and no/100 dollars (\$3,000,000) available and specifically allocated to fully discharge any and all of its obligations under this Agreement.
 - C. Within thirty (30) calendar day of the final execution of this Agreement, the District shall make its initial payment of one hundred fifty thousand and no/100 dollars (\$150,000.00). Each subsequent annual payment of one hundred fifty thousand and no/100 dollars (\$150,000.00) shall be paid to County by September 30th each year.
 - D. The County is responsible for managing the design and overseeing the construction and completion of the Projects pursuant to all applicable state and federal laws.
4. Liability. Other than a waiver of immunity to suit under Local Government Code Chapter 271, the County and the District are entitled to the immunities and defenses of the Texas Tort Claims Act and nothing in the Agreement shall be construed to waive either party's sovereign immunity. Each Party 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.
- Each Party is solely responsible for the actions and omissions of its employees and officers. Other than a waiver of immunity to suit under Local Government Code Chapter 271, 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.
5. Maintenance. Upon completion of the Project, the County will be solely responsible for maintenance of the Project.
6. Period of the Agreement and Termination. This Agreement becomes effective on the date signed by the last Party and shall remain in effect until completion of the Projects and contributions payable under this Agreement unless terminated earlier

pursuant to the terms hereof. Notwithstanding the foregoing, the County's maintenance obligations described in the preceding Section shall survive the termination or expiration of this Agreement, unless the roads are annexed within the boundaries of a municipality accepting such maintenance responsibilities.

7. Miscellaneous.

- A. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement.
- B. 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 Engineering
Attention: County Engineer
301 Jackson Street
Richmond, Texas 77469
 - With a copy to: Fort Bend County
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469
 - District: Fort Bend County Municipal Utility District No. 24
c/o Allen Boone Humphries Robinson
Attention: Adisa Harrington
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
- C. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. This Agreement may only be amended by a written instrument signed by both Parties.
- D. If any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.
- E. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any resident of any Party.

- F. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.
- G. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.
- H. The governing body of each Party has authorized its execution and the Agreement has been approved at a duly called and posted meeting, as applicable.

IN TESTIMONY HEREOF, the Parties have executed this Agreement in multiple counterparts.

FORT BEND COUNTY:



County Judge KP George

KP George, County Judge

4.6.2021

Date

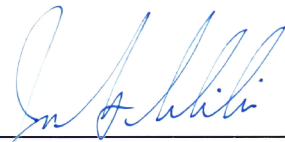
Attest:



Laura Richard, County Clerk

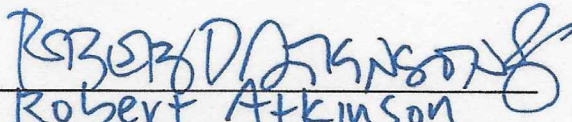


Approved:




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

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 24

By: 
Name: Robert Atkinson
Title: President FBCMUD 24
Date: 03.22.2021

Attest:

By: 
Name: Brandyn C. Cottingham
Title: Secretary FBCMUD 24