

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR CONTRIBUTION TO
DESIGN AND CONSTRUCTION OF KATY GASTON ROAD SIDEWALK**

This Interlocal Agreement for Contribution for Design and Construction of the Katy Gaston Road Sidewalk (this "Agreement") is made and entered into pursuant to Texas Government Code Chapter 791, by and between Fort Bend County (the "County"), a body corporate and politic under the laws of the State of Texas acting by and through its Commissioners Court, and the Cinco Southwest Municipal Utility District No. 4 (the "District"), an entity created by an Order of the Texas Water Commission acting by and through its Board of Directors. The County and the District may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS:

WHEREAS, the County is a local government as defined by the Act with authority to maintain public right of way, and as such is lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, the District has been created and organized for the purposes, among others, of protecting, preserving, and restoring the purity and sanitary condition of water within the State, and has the authority pursuant to Chapters 49 and 54 of the Texas Water Code, as amended, to finance, develop and maintain roads, parkways, greenbelts, sidewalks, trails and other recreational facilities for its residents, and as such, is lawfully permitted to enter an Interlocal Agreement; and

WHEREAS, the County desires to design and construct approximately 665 linear feet of sidewalk along Katy Gaston Road for an estimated cost of \$45,000.00, as shown on the attached Exhibit A; and

WHEREAS, the District finds the portion of Katy Gaston Road identified by the County for the addition of the sidewalk is also located within the boundaries of the District, and the contribution to fund the construction, maintenance of or improvements to such by the District is within its powers; and

WHEREAS, the Parties believe it is in their respective best interests to enter into this Agreement setting forth the terms and conditions pursuant to which the County will design and construct the sidewalk and the District will contribute to the costs of same; and

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 the funding and other obligations related to the design and construction of a sidewalk along Katy Gaston Road extending from Summerset Ridge Lane for approximately 665 linear feet to the south (the "Project"), as shown on the attached Exhibit A.
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. County's Rights and Obligations.
 - A. The County is responsible for the design and construction of the Project pursuant to all applicable state and federal laws.
 - B. The County shall submit reports to the District describing in sufficient detail the progress of the Project. These reports shall be submitted to the District monthly. Reports received by the County from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the County has reviewed and confirmed the accuracy of such reports.
 - C. Within fifteen (15) days of completion of the design of the Project, the County will furnish the District a request for payment of the design costs with a full accounting of the actual costs of the design of the Project.
 - D. Within fifteen (15) days of completion of the construction of the Project, including completion of the District's final inspection thereof, the County will furnish the District a request for payment of the construction costs with a full accounting of the actual costs of the construction of the Project.
 - E. The County will coordinate with the District to schedule the final inspection at a mutually agreeable time and date.
4. District's Rights and Obligations.
 - A. During the work on the Project, the District shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, the District shall not interfere with the work in progress. Any deficiencies brought to the attention of the County by the District shall be promptly addressed by the County.
 - B. The District shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by the District shall be promptly addressed by the County. Upon completion of the final inspection, and

resolution of noted deficiencies, if any, the District shall notify the County in writing verifying its satisfaction of the work performed.

- C. The District's sole obligation under this Agreement is to contribute fifty percent (50%) of actual design and construction costs (the "Project Costs") of the Project, up to an amount not to exceed thirty-four thousand five hundred and no/100 dollars (\$34,500.00).
 - D. Within forty-five (45) days of the County's issuance of a request for payment of the design costs of the Project, and the District's receipt and approval of the full accounting of the funds expended on design, the District shall forward fifty percent (50%) of the total amount of the design costs to the County, subject to the District's maximum contribution to the Project Costs in accordance with Section 3. C. above.
 - E. Within forty-five (45) days of the County's issuance of a request for payment of the construction costs of the Project, and the District's receipt and approval of the full accounting of the funds expended on construction, the District shall forward fifty percent (50%) of the total amount of construction costs to the County, subject to the District's maximum contribution to the Project Costs in accordance with Section 3. C. above.
5. Liability. The District and the District 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. 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. 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.
6. Maintenance. Upon completion of the Project, the County will maintain the Project. In no event shall the District have any obligation for ongoing maintenance or funding for repairs of the Project.
7. 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 Project and reimbursement payable under this Agreement unless terminated earlier pursuant to the terms hereof. The County may terminate this Agreement at any time prior to design of the sidewalks, and at no cost to the District, by providing written notice of same to the District. Notwithstanding the foregoing, the County's maintenance obligations described in the preceding Section shall survive the termination or expiration of this Agreement.
8. 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
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

With a copy to: Fort Bend County Commissioner, Precinct 3
Attention: Commissioner
22333 Grand Corner Drive
Katy, Texas 77494

District: Cinco Southwest Municipal Utility District No. 4
Attention: Heather Trachtenberg
Allen Boone Humphries Robinson LLP
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

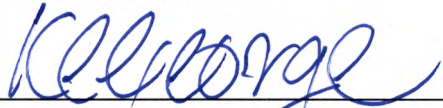
be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.

H. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

I. 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



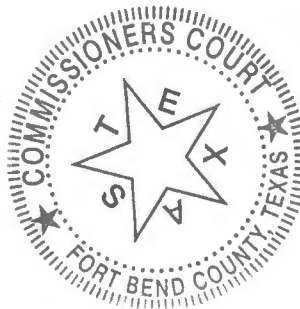
KP George, Fort Bend County Judge

Date: 8/24/2021


Attest:



Laura Richard, County Clerk



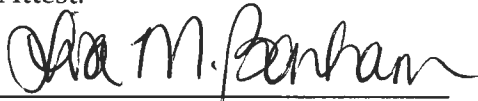
CINCO SOUTHWEST MUNICIPAL UTILITY
DISTRICT NO. 4



President, Board of Directors

Date: July 27, 2021

Attest:



Secretary, Board of Directors

EXHIBIT A



Proposed 700 feet
of sidewalk

Existing TPH
Installed 1,200
Feet of Sidewalk