JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement ("Agreement") is entered into by and between **Harris County** ("County") and **Nottingham Country Municipal Utility District** ("District"), effective as of this ____ day of _____, 202__ (the "Effective Date"), pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791.001, *et seq*. County and District may each be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the County proposes to add a right-hand turn lane on South Fry Road to Highland Knolls and to acquire additional Fry Road right of way to accommodate the construction of the right-hand turn lane (such construction, the "County Turn Lane"); and

WHEREAS, the District owns a park and greenspace, as shown on Exhibit "A" attached hereto and incorporated herein by reference (collectively, the "Park"), on which the County wishes to expand the South Fry Road right of way for the right-hand turn lane, and in that land the District also owns an 18-inch diameter sanitary sewer trunk line that serves a large part of the District's customers that is located within a recorded sanitary sewer easement; and

WHEREAS, the District is willing to convey the required right of way to the County as shown on Exhibit "B" attached hereto and incorporated herein by reference in exchange for (1) the relocation of a manhole and installation of a cured in place liner to allow the 18-inch sanitary sewer to remain in place as opposed to being relocated, in each case, at the County's expense (collectively, the "Project"), and (2) the County agreeing to include in its construction contract(s) for the County Turn Lane requirements for each contractor (including its subcontractors and its agents) to employ mature tree preservation and protection measures for the specified trees located on its current property listed in Exhibit "C" attached hereto and incorporated herein by reference (collectively, such trees, the "Trees"); and

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Project; and

WHEREAS, both Parties agree that all funds used under this Agreement shall be from current fiscal funds.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. District's Responsibilities

(i) The District will provide or cause to be provided, engineering services and related support services necessary to prepare plans, specifications, and estimates ("PS&E") for the construction of the Project.

(ii) Upon completion of the PS&E the District will submit the PS&E to the County for review and approval.

(iii) The District shall grant the necessary temporary construction licenses for the Project.

(iv) Subject to the terms of this Agreement, the District shall donate the necessary right-of-way as reflected in Exhibit "B" required for the Project to the County. The District shall only be obligated to donate the right-of-way reflected in Exhibit "B" which is currently owned by the District and the District shall have no obligation to donate or obtain any additional property on behalf of the County for completion of the Project.

(v) The District shall be responsible for all utility relocation efforts including pipelines relating to the Project.

(vi) Upon approval by the County of the PS&E, the District will advertise for and receive bids for construction of the Project from qualified bidders. A qualified bidder must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but not limited to, Franchise Account Status with the Texas Comptroller of Public Accounts in good standing. The construction contract shall require the qualified bidder to follow all federal, state, and local laws, rules, codes, ordinances, and regulations including but not limited to Harris County Road Law.

(vii) Upon receipt of bids for the construction of the Project the District shall determine the lowest and best bidder and provide the bids to the County with its recommendation for award of the construction contract to such lowest and best bidder, as determined by the District.

(viii) Upon award of a contract for construction of the Project, the District will:

(a) Manage and inspect the day-to-day construction of the Project, including construction materials testing ("CMT") in a manner similar to that of other County construction projects; and

(b) Through its contractor, construct the Project in accordance with the PS&E approved by the County. The District may make minor changes in the PS&E through change(s) in contract ("CIC") that the District deems to be necessary or desirable during the construction of the Project, so long as the original scope and intent of the Project is maintained.

(ix) Upon completion of the construction of the Project, the District shall:

(a) Provide an opportunity for the County to participate in a final walk-through and preparation of a punch list for the construction of the Project;

(b) Provide a statement of final accounting to the County detailing all construction costs incurred and identify amount(s) to be invoiced or refunded to the County; and

(c) Retain ownership of and is responsible for repairing, operating, and maintaining the District's water line and sewer line located within the District's easement and parcel owned by the District.

B. County's Responsibilities

(i) County will review the PS&E provided by the District and provide its approval within ten (10) business days. Should the County desire to make changes to such PS&E, the Parties agree to meet and resolve all issues within ten (10) business days of the County's receipt of the PS&E in order to finalize an agreed upon PS&E for the Project. If the County does not provide a response on the PS&E within ten (10) business days from its receipt of the PS&E, then the PS&E submitted to the County will be deemed approved.

(ii) County will provide, or cause to be provided, engineering services and related support services necessary to prepare metes and bounds property descriptions for the County's right-of-way road easement.

(iii) County agrees to assist with expediting to obtain any necessary permits and jurisdictional approvals required to complete the Project so long as the District has timely submitted the necessary documentation.

(iv) Upon receipt of the bids and award recommendation from the District for construction of the Project, the County will review the bids and provide concurrence for award of the construction contract to such lowest and best bidder within five (5) business days. If the County does not provide a response on the construction contract award recommendation within five (5) business days from its receipt of the recommendation, then the recommendation submitted to the County will be deemed approved.

(v) In connection with each construction contract required for the installation and construction of the County Turn Lane, the County shall require each party (including each of its contractors, subcontractors and other agents) to such agreements to comply with Harris County Specification Item No. 501 for the Trees, as set forth in Exhibit "D" attached hereto and incorporated herein by reference ("Item 501"):

a. Section 501.1 in Item 501 shall not apply, and, instead, each of the Trees shall be governed by Item 501 for the protection, trimming and preservation of the Trees;

b. Prior to pruning the Trees pursuant to Item 501, including, without limitation, Section 501.6 in Item 501, the County shall obtain the prior written consent of the Board of Directors of the District; and

c. Any action taken pursuant to Item 501 and that requires the direction of, or the approval of, the County's engineer shall also require consultation with and approval of the District's engineer, IDS Engineering Group, Inc.

(vi) Upon completion of the construction of the Project, the County may participate in a final walk-through and inspection of the Project.

Section 2. Funding of the Project

Notwithstanding any provision in this Agreement to the contrary, the following provisions will apply to all payments made under this Agreement:

A. The County agrees to pay all actual costs incurred by the District for completion of the Project (such costs, "Construction Costs") which is currently estimated to be $149,900.00 ("County Funding Share") as generally illustrated in Exhibit "E."

B. The County agrees to provide $29,980.00 of the County Funding Share to the District within thirty (30) business days of the Effective Date (such funds, the "Good Faith Deposit"). The District shall have no obligation to commence the Project until the Good Faith Deposit is received from the County.

C. The District will use the Good Faith Deposit to pay Construction Costs, as evidenced by receipt of invoices or pay applications from the District's engineer (or the District's contractors and/or subcontractors) (the "Construction Invoices"). Once the District exhausts the Good Faith Deposit, the District shall invoice the County for the remaining Construction Costs that were authorized and approved by the County, including Construction Costs in excess of the initial construction contract award, whether due to change orders or otherwise, as evidenced by Construction Invoices, and such invoices shall be due and payable to the District within thirty (30) days of receipt of the invoice. If the District does not award a construction contract for the completion of the Project within two (2) years, the District will return the Good Faith Deposit to the County upon receipt of a written request from the County.

Section 3. Term and Termination

A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of construction of the Project or the District's receipt of all payments due from the County under this Agreement, whichever occurs later ("Term").

B. This Agreement may be terminated by the District before award of the construction contract and at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Miscellaneous

A. Non-Assignability. The County and the District bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the District shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party.

B. Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in an envelope with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the District at the following addresses:

District: Nottingham Country Municipal Utility District
c/o Christina L. Miller
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Email: cmiller@abhr.com

County: Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Attention: Interagency Agreement Coordinator

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the District for any purpose. Neither the District, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

D. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than the District for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of the County with respect to any third party.

E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.

F. No Personal Liability; No Waiver of Immunity.

(1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

(2) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

(3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or

immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

H. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

I. Contract Construction.

(1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

(2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

(3) When terms are used in the singular or plural, the meaning shall apply to both.

(4) When either the male or female gender is used, the meaning shall apply to both.

J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

K. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

O. Warranty. By execution of this Agreement, the District warrants that the duties accorded to the District in this Agreement are within the powers and authority of the District.

[EXECUTION PAGE FOLLOWS]

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

By: An Le
An Le
Assistant County Attorney
CAO File No.: 22GEN3809

NOTTINGHAM COUNTRY MUNICIPAL UTILITY DISTRICT

By: _____
Ron Hudson
President

ATTEST

By: _____
Secretary

EXHIBIT A

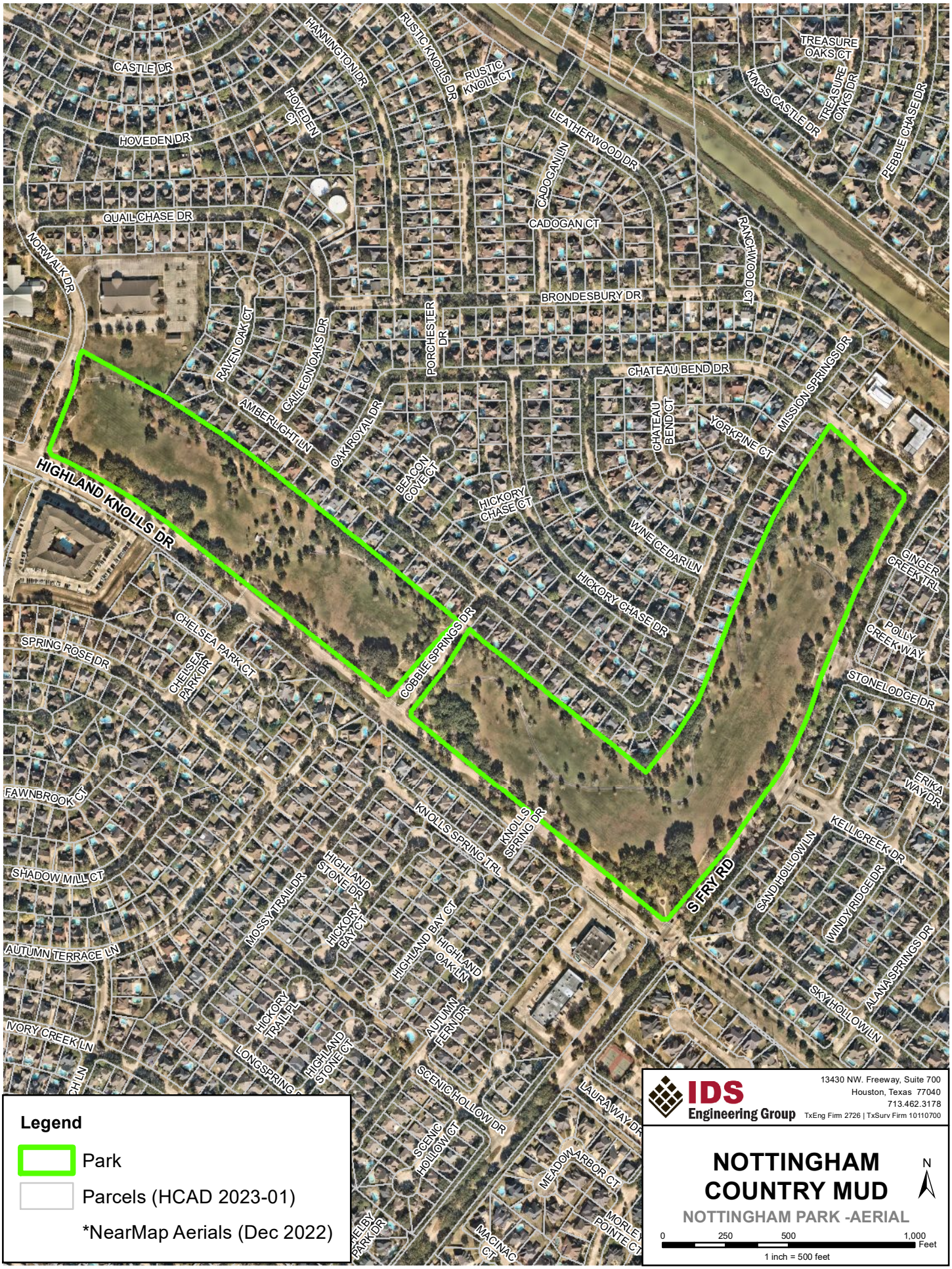

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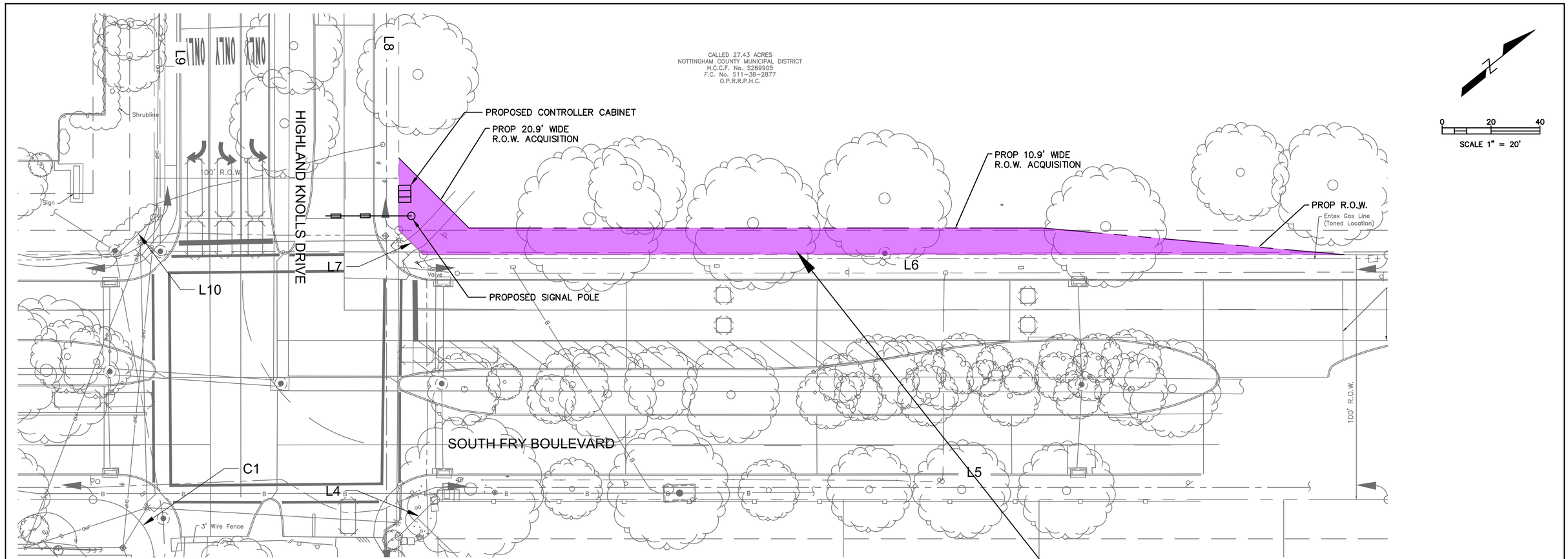
EXHIBIT B



Owner	Nottingham Country MUD
Deed Acreage	27.42 Acres
Required ROW Acreage	00.09 Acres (3,900 SF)
Remainder	27.33 Acres
Required TCE Acreage	0.00 Acres

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NO.	REVISIONS	DATE	NAME
1			
2			
3			
4			
5			

HARRIS COUNTY
ENGINEERING DEPARTMENT

NEEL-SCHAFFER
Solutions you can build upon
FIRM NO. 2697 (713) 783-7117
13430 Northwest Fwy, Suite 650
Houston, TX 77040
www.Neel-Schaffer.com

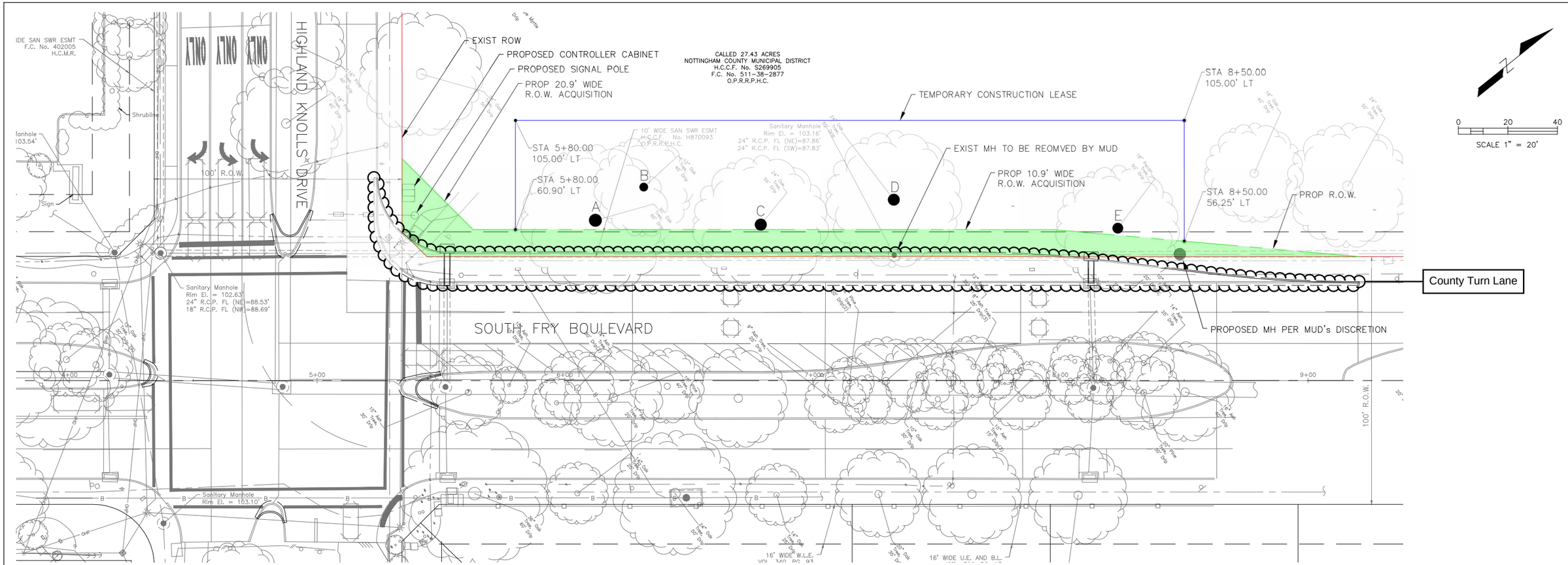
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, DRAFTING UNDER THE AUTHORITY OF

ON 5/8/23

IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

PROJECT TITLE:	INTERSECTION IMPROVEMENTS	
	SOUTH FRY BLVD AT HIGHLAND KNOLLS DRIVE	
SHEET DESCRIPTION:	PROPOSED RIGHT OF WAY EXHIBIT	
DRAWN BY:	SHEET 1 OF 1	DATE: 5/8/2023
CK'D BY:	SCALE: 1" = 40'	SHEET NO:

Exhibit C



LEGEND

- PARK / EXIST ROW BOUNDARY
- PROPOSED DONATION AREA / ROW
- LIMITS OF TEMPORARY CONSTRUCTION LEASE
- TREES TO BE PROTECTED

NO.	REVISIONS	DATE	NAME
1			
2			
3			
4			
5			

HARRIS COUNTY
ENGINEERING DEPARTMENT

NEEL-SCHAFFER
Solutions you can build upon
FIRM NO. 2697 (713) 783-7117
13430 Northwest Fwy, Suite 650
Houston, TX 77040
www.Neel-Schaffer.com

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, DRAFTING UNDER THE AUTHORITY OF WILLIAM C. SHUCKROW, 139064 ON 8/24/23
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

PROJECT TITLE:	INTERSECTION IMPROVEMENTS
	SOUTH FRY BLVD AT HIGHLAND KNOLLS DRIVE
SHEET DESCRIPTION:	NOTTINGHAM MUD AGREEMENT EXHIBIT
DRAWN BY:	SHEET 1 OF 1
DATE:	8/24/2023
CK'D BY:	
SCALE:	1" = 20'
SHEET NO:	

Y:\Projects\0015000\0017000\17071 HCED Int Imp Fry at Westheimer\CAD\reference\1707X ROW exhibit.dwg

Exhibit D

FOR PROJECTS INITIATED
AFTER MAY 1, 2014
REVISION 3

ITEM 501

TREE PROTECTION AND TRIMMING

501.1 Description. This Item shall govern for the protection and trimming of trees indicated to be preserved. Trees located a clear distance of 3 feet or more from the tree's dripline to the proposed face of curb are to be preserved unless field conditions determine otherwise.

501.2 Quality Assurance. All tree removing, trimming and work within the tree's dripline shall be performed by or under the supervision of an arborist certified by the International Society of Arboriculture (ISA). The arborist shall indicate the trees that need to be removed, but no removal will be done without prior approval of the Engineer.

The Latest Edition of reference standards applicable to this Item are:

A. ASTM D2665 "Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste and Vent Pipe and Fittings"

B. AWPA Standard U1 "Use Category System: User Specification for Treated Wood"

501.3 Job Conditions. The Contractor shall protect each tree designated to be preserved with a tree protection fence, installed in accordance with Item 559 "Construction Safety Fence" along the outside edge of the tree's dripline. The fencing shall be continuous between posts, shall be pulled taut prior to securing to posts, and shall be firmly attached to the posts with a minimum of 4 ties.

All tree protection fencing shall be installed prior to site work or construction activity. The fence shall be placed in a continuous alignment as shown on the tree protection plan or as approved by the Engineer.

Tree protection fencing shall be removed by the Contractor unless otherwise directed by the Engineer, at no additional costs, upon completion of all construction activity in each work zone area. Tree protection fencing materials used in the first work zone area(s) shall be removed and utilized in subsequent work zone areas. Materials and labor shall be paid for each linear foot of fencing installed in first two work areas. All fencing installed in subsequent work zone areas shall be paid for labor only.

Contractor shall not allow any vehicular traffic, parking of vehicles or stockpiling of excavated material or construction materials within 3 feet of the dripline of trees indicated to be preserved.

Construction equipment may operate within 3 feet of the dripline of a tree when necessary for the performance of indicated work; such operations shall be conducted with special care to avoid damaging the tree.

Water trees indicated to be preserved, as required to maintain their healthy growth during the course of construction operations (per Arborist recommendation).

501.4 Materials. Tree pruning compound shall be waterproof, antiseptic, elastic, and free of kerosene, coal tar, creosote, and other substances harmful to trees.

Topsoil shall be material free of clay, rock or gravel larger than 2 inches in any dimension, debris, waste, vegetation, and other deleterious matter.

Drainage fill shall be selected stone or gravel, graded to pass a 3 inch sieve and retained on a 1 inch sieve.

Physical barriers, if required, shall be constructed from the following material:

A. Wood Components: Number 2 Pine, pressure treated to prevent decay for 1 year in accordance with the requirements AWPA Standard U1, suitable for Use Category 4B.

B. Fence Material: Fence shall be comprised of extruded, high density polypropylene, 4 foot tall minimum and orange in color. The mesh openings shall be no larger than 3-1/2 inches x 1-1/2 inches. T-posts shall be made of fiberglass or steel and shall be 6 feet long (minimum).

C. Banding: Stainless steel or varnish coated carbon steel, 3/4 inch wide x 26 gauge.

D. PVC pipe shall conform to ASTM D2665 and be 4 inch O.D., nominal.

501.5 Execution. The Contractor shall protect tree root systems from damage due to noxious materials in solution caused by run-off or spillage during mixing and placement of construction materials, or drainage from stored materials.

The Contractor and/or any of the Contractor's workers shall not park vehicles under trees, nor perform vehicle maintenance under trees.

If required, remove branches from trees indicated to be preserved to clear for new construction. All cuts should be made sufficiently close to the parent limb or trunk without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. All lateral cuts shall be made back to a lateral that is at least 1/3 the diameter of the parent limb. Clean cuts shall be made at all times. Where directed by the Engineer, extend the pruning operation to restore the natural shape of the entire tree.

Cut branches and roots with sharp pruning instruments. Do not break or chop branches and roots. Paint cuts over 1/2 inch in size with tree pruning compound. Apply black latex paint to all fresh wounds on Oak (Quercus) species immediately after each cut is made.

501.6 Pruning. Pruning shall be completed by ISA (International Society of Arboriculture) certified arborist who has received training in proper pruning techniques. Prior to construction, all deciduous trees indicated to be preserved shall be pruned of new or recent growth to maintain the basic branching form of the trees. Extent of pruning shall be based upon the proximity of pavement to the trunk and the size of tree blockouts and the requirements for construction adjacent to the tree.

Trees having branches which extend to the ground at their outermost limit shall have such branches pruned to a height equal to the height of all vehicles requiring access below or around such trees. Provide minimum of 14 feet and maximum of 18 feet of vertical clearance over proposed street construction. The Contractor shall notify property owner in writing 48 hours prior to trimming or pruning any trees on private property for privately owned trees extended into County right-of-way.

Pruning shall be limited as much as possible to young branches. Care shall be taken to maintain older branches which provide the basic form of the tree.

501.7 Excavation Around Trees. Excavate within the dripline of trees only where indicated. Where trenching for utilities is required within dripline, tunnel under or around roots by hand digging. Do not cut main lateral roots or tap roots. Smaller roots which interfere with the installation of new work may be cut.

Where excavating for new construction is required within the dripline of trees, hand excavate to minimize damage to the root system. Provide

sheeting at excavations if required. Use narrow spading forks and comb soil to expose roots.

Relocate roots in backfill areas wherever possible. If large main lateral roots are encountered, expose beyond excavating limits as required to bend and relocate without breaking. If roots are immediately adjacent to location of new construction and relocation is not practical, cut roots approximately 3 inches back from new construction.

Do not allow exposed roots to dry before permanent backfill is placed. Provide temporary earth cover, or pack with peat moss and wrap with burlap. Water and maintain exposed roots in moist condition and temporarily support and protect from damage until permanently relocated and covered with earth.

Prune branches to balance loss to root system caused by damage or cutting, per arborist recommendations.

501.8 Grading and Filling Around Trees. Maintain the existing grade within the dripline of trees, unless otherwise indicated.

Where the existing grade is above the new finish grade around trees, carefully hand excavate within the dripline to new finish grade. Cut roots exposed by excavation and provide permanent protection as recommended by the certified arborist.

Where the existing grade is 3 inches or less below new finish grade, use a topsoil fill material. Place the topsoil in a single layer and do not compact. Hand grade to the required elevation.

Where existing grade is more than 6 inches below new finish grade, provide 1 inch, schedule 40 PVC pipe, 6 feet on centers around tree perimeter, at dripline for aeration of the root system.

501.9 Repair of Trees. When trees indicated to be preserved are damaged by construction operations, remove the damaged portions as soon as possible to prevent progressive deterioration. Repair work shall be subject to the approval of the Engineer.

Remove and replace dead or damaged trees designated to be preserved which are determined by the certified arborist to be incapable of restoration to normal growth status.

501.10 Submittal Requirement. The Contractor shall submit the qualifications of ISA certified arborist for Engineer’s approval.

501.11 Measurement and Payment. Measurement and payment for tree protection and trimming shall be by the lump sum or by each in accordance with the bid proposal.

Removal of trees shall be paid for as provided in the bid proposal in accordance with Item 102 “Clearing and Grubbing”.

Tree protection with barrier (orange fence) shall be measured and paid per each or per linear feet in accordance with bid proposal.

There are line code(s), description(s), and unit(s), for this Item.

NOTE: This Item does require other Standard Specifications.

Item 102 “Clearing and Grubbing”
Item 559 “Construction Safety Fence”
Item 725 “General Source Control (SWPPP)”

END OF ITEM 501

EXHIBIT E

Intersection Improvement - South Fry Boulevard at Highland Knolls Drive - 2022

Nottingham Country MUD (County Funding Share)

19-Sep-23

Description	Estimated Harris County Cost (Estimate Used In Agreement)
Total ConstructionCost	$118,500.00
Total Change in Contract (CIC) Line Items	
Subtotal	**$118,500.00**
Contingency 10%	$11,850.00
Subtotal	**$130,350.00**
Engineering Costs - Fixed Fee	$19,550.00
Total City Cost	**$149,900.00**
Previous Payments Received	
Total Due	**$149,900.00**

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND NOTTINGHAM COUNTRY MUNICIPAL UTILITY DISTRICT TO CONSTRUCT INTERSECTION IMPROVEMENTS TO SOUTH FRY BOULEVARD AT HIGHLAND KNOLLS DRIVE AND ALL RELATED APPURTENANCES IN HARRIS COUNTY PRECINCT 4

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and Nottingham Country Municipal Utility District to construct intersection improvements to South Fry Boulevard at Highland Knolls Drive and all related appurtenances in Harris County Precinct 4.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.