

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY FLOOD  
CONTROL DISTRICT AND MEMORIAL MUNICIPAL UTILITY**

**THE STATE OF TEXAS   §**  
   **§**  
**COUNTY OF HARRIS    §**

This First Amendment to the above referenced Interlocal Agreement is made and entered into by and between **Harris County Flood Control District** (the "District"), a body corporate and politic under the laws of the state of Texas, and the **Memorial Municipal Utility District**, a conservation and reclamation district created and operating under the provisions of Article XVI, Section 59, of the Constitution of Texas, and Chapters 49 and 54 of the Texas Water Code, hereinafter called the "MUD," pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 – 791.030. The District and the MUD are referred to herein collectively as "Parties" and individually as "Party."

***Recitals***

The Parties previously entered into Interlocal Hike and Bike Trail Agreement No. 1238 (the "Master Agreement"), dated June 12, 2018. The Master Agreement allowed the MUD to construct and maintain, or cause to be constructed and maintained, a public hike and bike trail bridge and related appurtenances on HCFCU Unit T103-00-00, depicted on "Exhibit A" of the Master Agreement, hereinafter called the "Trail."

The MUD desires to construct and maintain, or cause to be constructed and maintained, an additional public hike and bike trail, approximately 4,250 feet, and related appurtenances on HCFCU Units T103-00-00 and T103-01-00, and a pedestrian bridge crossing T103-01-00, approximately 650 feet upstream of the confluence of T103-00-00, depicted on Revised Exhibit "A," hereinafter also called the "Trail."

The District is willing to allow the MUD to use the portions of the property owned in fee by the District or in which the District owns an easement (collectively, hereinafter the "Property") for the purposes stated herein, subject to the conditions hereinafter provided.

The Parties recognize that flood control and drainage is the paramount public purpose of the HCFCU Unit along which the Trail will be constructed and maintained by the MUD.

The Parties desire to replace the map/layout which includes the proposed new alignment of the Trail which has been reviewed by the District personnel as Revised Exhibit "A".

Each Party paying for the performance of governmental functions or services under this Agreement shall make those payments from current fiscal funds.

It is to the mutual benefit of the Parties to enter into this Agreement for the use and benefit of the public.

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



## **Terms**

### **1. Limitation and Disclaimer of Warranty**

Section VIII of the Master Agreement, "Limitation and Disclaimer of Warranty" is hereby deleted and replaced with the following, to read:

The MUD's right to the use and enjoyment of the Trail for the purposes herein stated is expressly limited to the District's right, title, and interest, if any, in and to the Property, and the District makes no warranty or representation as to its right, title, and interest, if any, in and to said Property. If, and in the event that, additional rights, title, or interest in and to the Property are needed for the construction, maintenance, or operation of the Trail, the acquisition of such rights, title, and interest shall be at the sole expense and obligation of the MUD.

The District makes no representation as to the suitability of the soils, condition of existing drainage infrastructure, or the stability of the channel bank for the MUD's intended purposes.

### **2. No Intent to Dedicate**

Section XVI of the Master Agreement, entitled "No Intent to Dedicate," is amended to read as follows:

The Parties understand and agree the Property was originally obtained for public use in floodplain preservation and/or flood control or drainage improvements. The Property is only being allowed to be used temporarily for recreation purposes pending its use by the District for the originally designated purpose. The MUD's use of the District's Property set out herein is intended by the Parties to be temporary in nature. Neither the District nor the MUD intend to designate any part of the Trail as a park, recreation area, scientific area, wildlife refuge, or historic site for any purpose, including Tex. Parks & Wild. Code Ann. Ch. 26, as amended, or to dedicate any part of the Trail as a park for any purpose, including Tex. Loc. Gov't Code Ann. Ch. 317, as amended.

### **3. Titles and Provisions**

Section XIX of the Master Agreement, entitled "Titles and Provisions," is amended to add the following paragraph:

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

### **4. No Allocation of Funds**

The MUD understands and agrees, said understanding and agreement also being of the absolute essence of this First Amendment, that the District is not appropriating any funds under this First Amendment.

### **5. Revised Exhibit "A"**

Exhibit "A" of the Master Agreement is hereby replaced in its entirety with Revised Exhibit "A." Revised Exhibit "A" is hereby attached to this Agreement for descriptive purposes only.

**6. Order of Precedence**

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of the First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this First Amendment shall control.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

EXECUTED on \_\_\_\_\_.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE  
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL  
DISTRICT

Signed by:  
  
By: \_\_\_\_\_  
EMILY KUNST  
Assistant County Attorney  
25GEN1228

By: \_\_\_\_\_  
LINA HIDALGO  
County Judge

ATTEST:

MEMORIAL MUNICIPAL UTILITY DISTRICT

By:  \_\_\_\_\_  
W.F. "BUDDY" TROTTER JR.  
Secretary

By:  \_\_\_\_\_  
TIM MILLER  
President







**THE STATE OF TEXAS     §**  
**§**  
**COUNTY OF HARRIS     §**

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2025, with all members present except \_\_\_\_\_.

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

**ORDER AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE  
 AGREEMENT BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND  
 MEMORIAL MUNICIPAL UTILITY DISTRICT**

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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:

The Parties previously entered into Interlocal Hike and Bike Trail Agreement No. 1238 (the "Master Agreement"), dated June 12, 2018. The Master Agreement allowed the MUD to construct and maintain, or cause to be constructed and maintained, a public hike and bike trail bridge and related appurtenances on HCFCD Unit T103-00-00, depicted on "Exhibit A" of the Master Agreement, hereinafter called the "Trail."

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The Parties recognize that flood control and drainage is the paramount public purpose of the HCFCD Unit along which the Trail will be constructed and maintained by the MUD.

The Parties desire to replace the map/layout which includes the proposed new alignment of the Trail which has been reviewed by the District personnel as Revised Exhibit "A".

Each Party paying for the performance of governmental functions or services under this Agreement shall make those payments from current fiscal funds.

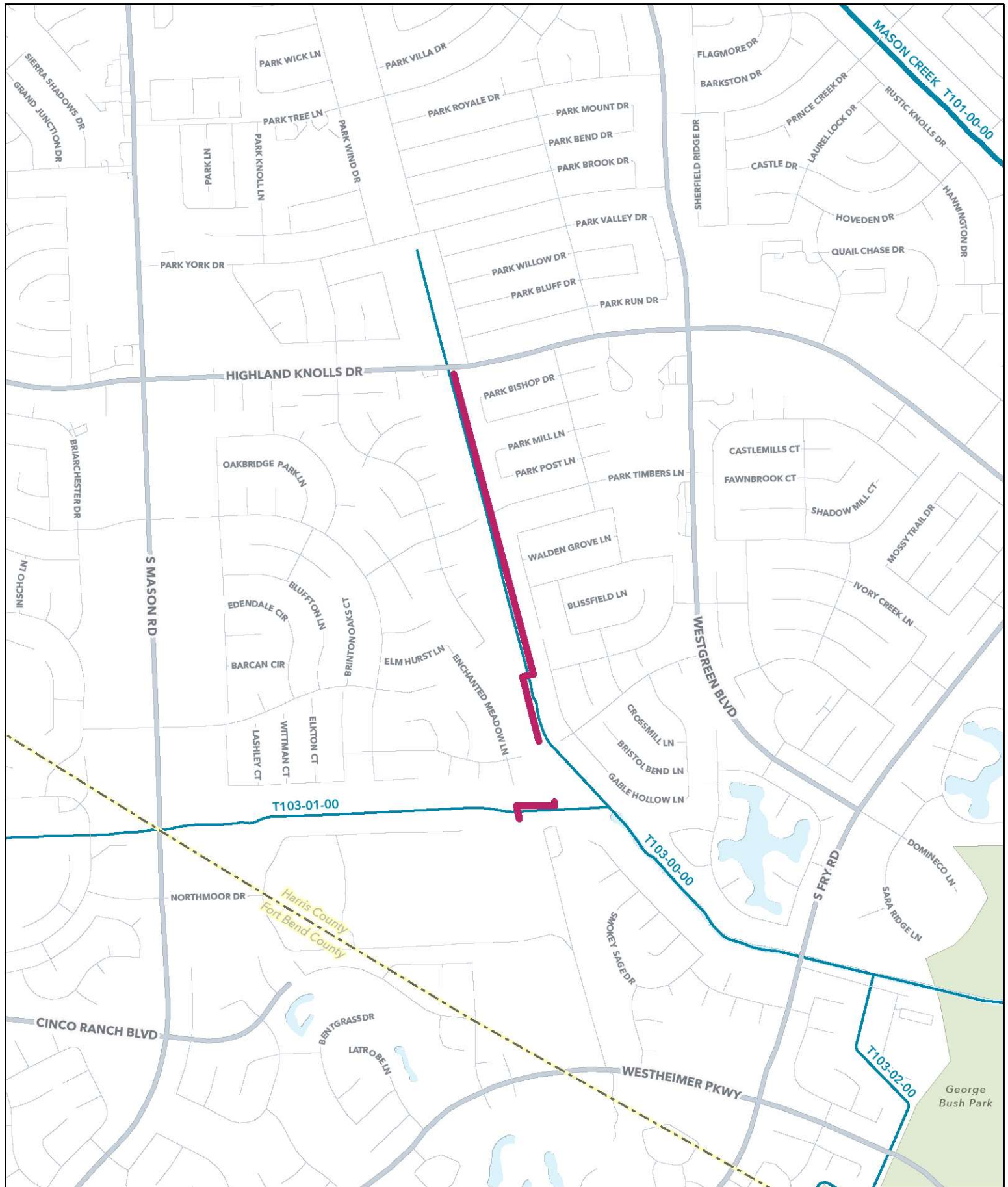
It is to the mutual benefit of the Parties to enter into this Agreement for the use and benefit of the public.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, the First Amendment to the Master Agreement by and between the Harris County Flood Control District and Memorial Municipal Utility District for additional hike and bike trails and a proposed pedestrian bridge crossing, said Amendment to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.





**Agreement No: 1238**  
**Watershed: Barker Reservoir**  
**Precinct: 4**

- Project Boundary**
- Harris County Precincts**  
 Judge Lina Hidalgo  
 1 - Rodney Ellis  
 2 - Adrian Garcia  
 3 - Tom S. Ramsey, P.E.  
 4 - Lesley Briones

