

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) and **Northwest Harris County Municipal Utility District No. 23** (“District”) 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, it is of mutual benefit to both Parties to construct a trail and sidewalks in and around Sablechase Neighborhood (“Project”) as generally illustrated in Exhibit A attached hereto and incorporated herein by reference; and

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

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. County’s Responsibilities:

The County will provide for the design and construction of the Project. A Letter of No Objection shall be prepared by the District’s engineer for the District to review and approve the plans and specifications for the proposed trails. The District shall also be able to review the bids obtained and the award of the construction company.

B. District’s Responsibilities

Provision and maintenance of the facilities shall be in accordance with the Public Recreational Area Interlocal Agreement (Agreement No. 1223) between HCFCFCD & Harris County, Commissioners Court Date 10/26/2021, incorporated herein by reference (Exhibit B).

1. Upon completion of the Project, the District will provide maintenance for the Project for area as shown in Exhibit A which consists of the area outside the highbanks of the existing detention pond, approximately 15 feet either side of the centerline of the trails including trails in public road right of ways as shown on Exhibit A. Items specifically to be maintained are the following: (a) Mow the area for limits described above; and (b) the 5 and 8 feet wide concrete trails as shown on Exhibit A and the construction drawings as approved by the no objection letter for the District engineer.

The District’s engineer shall attend the final inspection for the project and provide the District with a Letter of No Objection for the construction prior to the District assuming Maintenance responsibilities of the area to be maintained. The County shall provide a Certificate of Completion from the engineer of record. The engineer shall be a Licensed Professional Engineer in the State of Texas.

Section 2. Term and Termination

- A. This Agreement is effective as of the date that it has been approved and executed by all Parties (the “Effective Date”) and remains in force and effect for a period of twenty (20) years (“Term”). Thereafter, this Agreement shall be renewed for successive one (1) year terms (each a “Renewal Term”).
- B. This Agreement may be terminated by mutual written agreement and consent of the District and the County.

Section 3. Limitation of Appropriation

The District understands and agrees, said understanding and agreement also being the absolute essence of this Agreement, that the County is not appropriating any funds under this Agreement. The District also does not agree to pay for any of the construction funds needed to finance the proposed construction of the trails.

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 a wrapper 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: Northwest Harris County Municipal Utility District No. 23
C\o Chris Richardson
Strawn and Richardson PC
1155 Dairy Ashford Road, Suite 875
Houston, TX 77079
Email: NWHCMUD23@srlegal.com

&

Construction Communication
Jon N Strange, P.E.
JNS Engineers LLC 722 Pin Oak Road, Suite 202A
Katy, Texas 77494
Email: jstrange@jnsellc.com
Phone C- 713 875 2711

County: Harris County
1111 Fannin Street, 11th Floor
Houston, TX 77002
Email: HCEDAdminSvcs@harriscountytexas.gov

&

Harris County Precinct One
1001 Preston Avenue, 9th Floor
Houston, Texas 77002
Email: Julia.Bond@cp1.hctx.net

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. 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 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.

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

**NORTHWEST HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 23**

By: Lenora Flores
Lenora Flores
Board Vice President

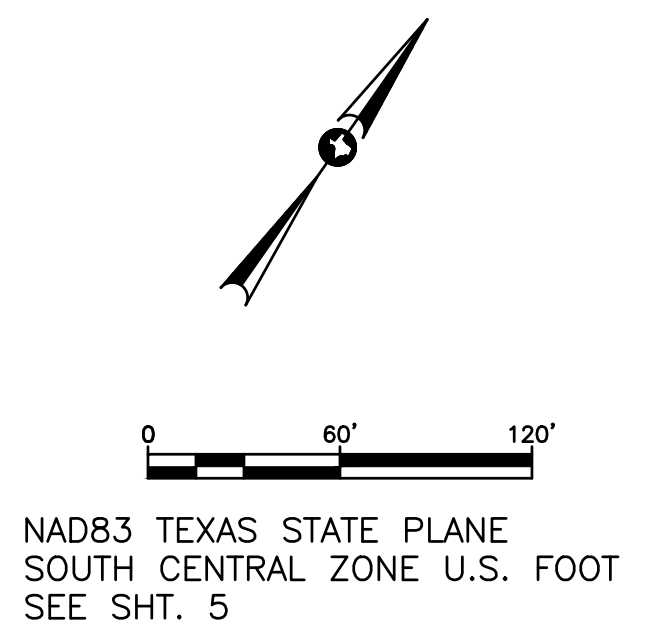
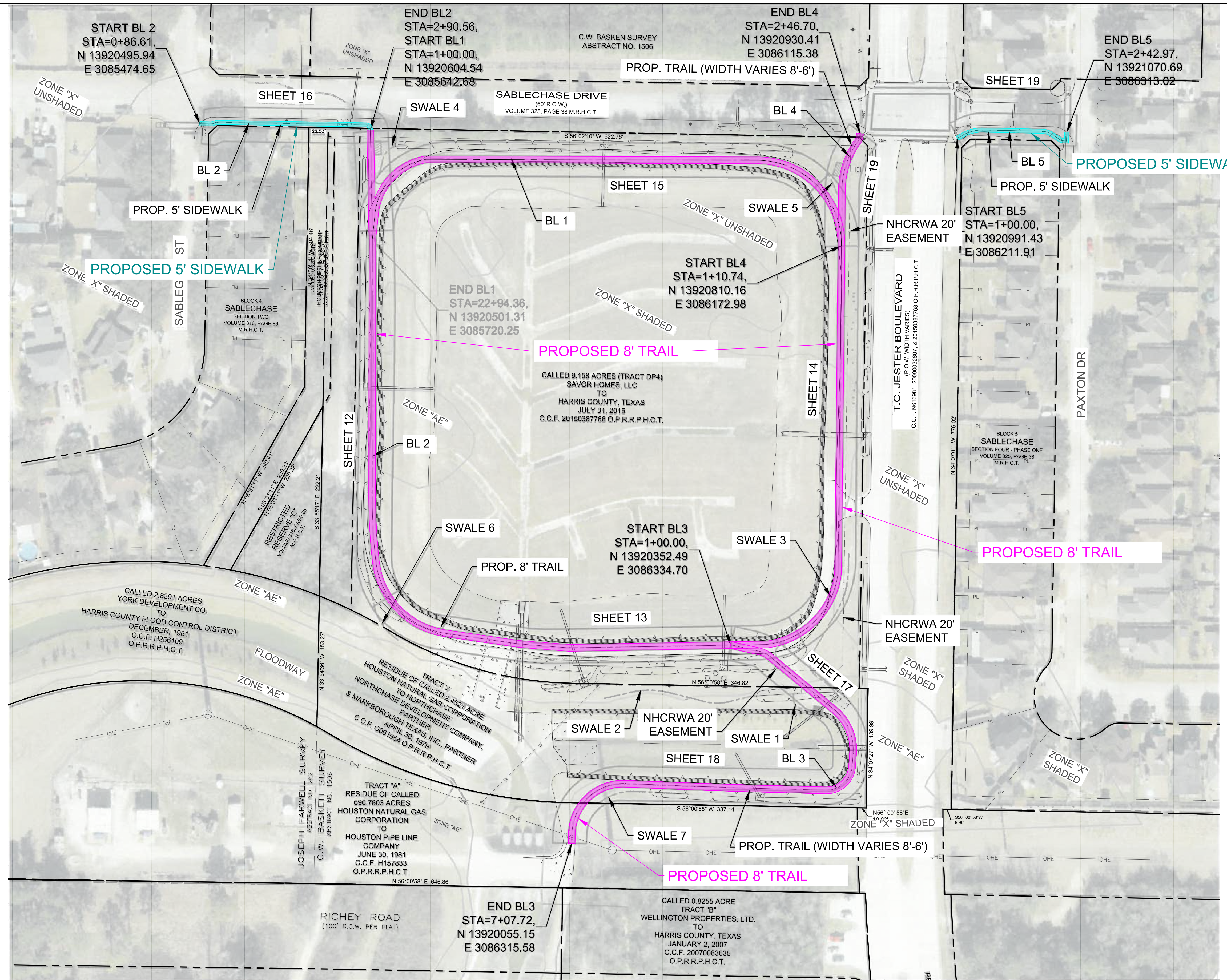
APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

ATTEST

By: Earlinda Trujillo
Secretary
Earlinda Trujillo

By: Philip Berzins
Philip Berzins
Assistant County Attorney
CAO File No.: 22GEN3411



LEGEND	
	PROP. 8' TRAIL
	PROP. 5' SIDEWALK
	PROP. 8'x16' CONC. PAD
	PROP. WASTE RECEPTACLE
	PROP. SWALE
	RIGHT OF WAY
	PARCEL LINE
	EASEMENT
	BASELINE
	UNDERGROUND ELEC.
	OVERHEAD POWER LINE
	WATER LINE
	TOP OF BANK
	FLOW LINE
	FEMA FLOOD ZONE

NOTES:
 1. SCALES SHOWN ARE FOR HCED STANDARD 22"X34" SHEET SIZE.

PLOT DATE: 7/29/2024 8:25 AM PLOT BY: MICHAEL SISENWEIN FILE NAME: F:\Survey\Projects\Sidewalk\Drawings\Sidewalk_EXHIBIT.dwg

NO.	REVISIONS	DATE	NAME

HARRIS COUNTY ENGINEERING DEPARTMENT



PROJECT TITLE: SABLECHASE NEIGHBORHOOD SIDEWALK			
DESIGNED BY: JNS	SHEET DESCRIPTION: TRAIL PLAN FACILITIES		
DRAWN BY: IAW			DATE: 3/28/24
CK'D BY: JNS	SCALE: H: 1" = 60'	JOB NO: 21101MF1YU01	SHT NO: 1/2



Harris County, Texas
 Request for Court Action
 Commissioners Court

1001 Preston St., Suite 934
 Houston, Texas 77002

File #: 21-5693

Agenda Date: 10/26/2021

Agenda #: 123.

Department: Flood Control District

Department Head/Elected Official: Alan R. Black, P.E., Interim Executive Director

Regular or Supplemental RCA: Regular RCA

Type of Request: Interlocal Agreement

Project ID (if applicable): N/A

Vendor/Entity Legal Name (if applicable): Harris County

MWDBE Participation (if applicable): N/A

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Request Summary (Agenda Caption):

Request for approval of an interlocal agreement with Harris County to construct and maintain public recreational areas on various Harris County Flood Control District properties. (Agreement No. 1223, Countywide).

Background and Discussion:

Previously, approval of recreational areas on each Harris County project within District property or easement required an individual agreement. This new blanket agreement eliminates the need for multiple individual agreements and streamlines the District approval process for hike and bike trails and other public recreational areas. This agreement has been very closely coordinated with all four Precincts.

Expected Impact:

If approved this blanket agreement allows for a more efficient project approval process when Harris County proposes public recreational areas within District properties or easements. Individual agreements for each project could take anywhere between 30-90 days to develop involving both County and the District staff coordination. The establishment of this agreement allows for a reduction in staff time dedicated to agreement development, legal review, administrative routing. It is intended that this blanket agreement apply to the majority of agreements necessary to facilitate hike & bike trails and public recreational areas between Harris County and the District.

Alternative Options:

Alternatively, Harris County and the District can continue the current process of developing individual agreements for each hike & bike trail or public recreational area proposed on District property or easements.

Alignment with Goal(s):

- Justice and Safety
- Economic Opportunity
- Housing

Presented to Commissioners Court

October 26 2021

Approve: G/R

- Public Health
- Transportation
- Flooding
- Environment
- Governance and Customer Service

Prior Court Action (if any): N/A

Date	Agenda Item #	Action Taken

Location: N/A

Address (if applicable):

Precinct(s): Countywide

Fiscal and Personnel Summary				
Service Name	N/A	FY 21-22	Estimates	
			FY 22	Next 3 FYs
Incremental Expenditures				
Labor Expenditures		-	-	-
Non-Labor Expenditures		-	-	-
Total Incremental Expenditures		-	-	-
Funding Sources (General Fund, PIC Fund, Debt or CP, Grants, or Other - Please Specify)				
Existing Budget		-	-	-
		-	-	-
		-	-	-
Total Current Budget		-	-	-
Additional Budget Requested		-	-	-
		-	-	-
		-	-	-
Total Additional Budget Requested		-	-	-
Total Funding Sources		-	-	-
Personnel (Fill out section only if requesting new PCNs)				
Current Position Count for Service		-	-	-
Additional Positions Requested		-	-	-
Total Personnel		-	-	-

Anticipated Implementation Date: October 26, 2021

Emergency/Disaster Recovery Note: Not an emergency, disaster, or COVID-19 related item

Contact(s) name, title, department: Alan R. Black, P.E., Interim Executive Director

Matthew K. Zeve, P.E., Deputy Executive Director

Attachments (if applicable): Agreement

PUBLIC RECREATIONAL AREA INTERLOCAL AGREEMENT
(Harris County Blanket Fee & Easement)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS INTERLOCAL AGREEMENT is made, entered into, and executed by and among the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter called "**HCFCD**" or the "**District**" and **Harris County**, a body corporate and politic under the laws of the State of Texas, hereinafter called the "**County**," **each a Party, and collectively, the Parties.**

RECITALS:

WITNESSETH, that

WHEREAS, the County desires to construct and maintain public recreational areas throughout Harris County, Texas, on land or interests in land owned by the District; and

WHEREAS, the District previously authorized the County to construct and maintain hike and bike trails along one or both sides of waterways ("**HCFCD Unit(s)**") on District easements or fee-owned properties within the limits of Harris County, Texas, under prior Hike and Bike Trail Agreements **between the Parties ("prior agreements");** and

WHEREAS, the County desires to expand the rights granted under the prior agreements to include authorization to construct and maintain additional hike and bike trails, and to construct and maintain other types of recreational facilities, throughout Harris County, Texas, on land or interests in land owned by the District; and

WHEREAS, the District is willing to allow the County to use District easements or fee-owned **properties located in Harris County, Texas, (hereinafter, the "Property") to continue maintaining** existing hike and bike trails authorized under prior agreements, to construct and maintain new hike and bike trails, and to construct and maintain other types of recreational facilities (such existing and new hike and bike trails and other types of recreational facilities now collectively known as, and **hereinafter referred to as, the "Recreational Area" or the "Recreational Areas"), subject to the County's compliance with the conditions hereinafter provided;** and

WHEREAS, the County and the District agree to maintain a mutually accessible geographic information system (GIS) Database, updated from time to time, to reference the location of existing and newly constructed Recreational Areas; and

WHEREAS, the Parties desire to terminate the prior agreements and enter into this Public Recreational Area Interlocal Agreement (the "**Agreement**") to set forth the rights and responsibilities of the Parties and to govern the actions of the Parties, henceforth, related to all Recreational Areas constructed or to be constructed and maintained by the County on the Property; and

WHEREAS, the Parties recognize that flood control and drainage is the paramount public purpose of the Property within which the Recreational Areas have been or will be constructed and maintained by the County; and

WHEREAS, each party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying party; and

WHEREAS, the District and the County find that the subject of this Agreement is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, that the performance of this contract is in the common interest of both Parties.

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

T E R M S:

These terms shall apply to and govern existing Recreational Areas constructed by the County under prior agreements as well as future Recreational Areas constructed under this Agreement. Existing Agreements shall terminate upon inclusion of the Recreational Area in the georeferenced database as described in Section IV of this Agreement.

I.

Plans and Specifications

After the approval of this Agreement by the Commissioners Court of Harris County, the County will furnish to the District, for the **District's** written approval, construction drawings for the Recreational Areas and all related appurtenances (hereinafter, the **"Plans and Specifications"**). After the approval of the Plans and Specifications by an authorized representative of the District, an authorized representative of the District will so notify the County that the District allows the **County's** use of the Property for the purpose of constructing and maintaining the Recreational Area. All Plans and **Specifications must comply with the criteria set forth in the District's** Policy, Criteria and Procedure Manual (PCPM), as updated from time to time.

The County may get prior written consent from an authorized representative of the District to make minor changes to the Plans and Specifications necessary or desirable during the construction of the Recreational Area and any related amenities by submitting a general plan or drawing of the proposed change to the authorized representative.

II.

Construction

Only after receipt of the notice of the approval of the Plans and Specifications from the District, the **County at the County's sole expense, shall commence to construct, and shall proceed diligently** until completed (but in no event longer than one (1) year from the commencement of construction of the Recreational Area, **unless the District's Executive Director or his designee(s) (hereinafter the "Director") determines** in his sole discretion that good cause exists to extend the time in which the Recreational Area is to be completed), the Recreational Area in a good and workmanlike manner and in substantial accordance with the Plans and Specifications, which have been approved in advance by the District for such purposes. HCFCD approval of Plans and Specifications does not relieve the County of the duty to ensure that its Recreational Area and appurtenances do not obstruct HCFCD access to channel infrastructure for maintenance and repair. The County is responsible in its planning and construction of the Recreational Area to ensure free and unobstructed access to channel and detention facility **infrastructure and slopes by HCFCD's** maintenance and repair equipment, as determined by HCFCD or its contractor without regard to **the existence of the County's Recreational Area improvements** and appurtenances and dictated by mowing categories based on site characteristics as defined in **HCFCD's** Vegetation Management

Manual, as the same may be amended or updated from time to time. If any conflict arises between the provisions of the Plans and Specifications and the provisions of this Agreement, this Agreement shall be controlling and binding upon the parties hereto.

If any portion of the Property is covered by an agreement between the District and the United States Army Corps of Engineers (USACE) or any other party, then those agreements take priority over this Agreement and the County must obtain the consent and approvals from said third parties, in addition to District approval, prior to undertaking the construction or maintenance of the Recreational Area. Upon request and payment of duplication costs, the District will furnish the County with an electronic copy of any such agreement then in effect which covers any portion of the Property across which the County proposes to construct or maintain a Recreational Area.

If third party encroachments on District fee or easement adversely affect the construction and maintenance of the Recreational Area during its construction, the County will coordinate with the third party to remove the encroachments with due consideration to relevant property rights and applicable law or, if necessary, the County may petition for such removal from a court of law. The District will provide information to assist the County efforts to remove the encroachments but will not use District funds or be an active party in removal efforts. Once construction is complete, the District may, but is not obligated to, remove encroachments from the Recreational Area if necessary, to carry out a District purpose.

The Recreational Area construction shall provide positive drainage. The County shall not construct, install or place improvements or property or plant vegetation that blocks access to HCFCD standard maintenance equipment or as needed for HCFCD projects.

III.

Compliance with the Law

The County shall comply with all requirements of the Americans With Disabilities Act, the Texas Architectural Barriers Act, and all other valid laws, statutes, ordinances, regulations, and other requirements, now or hereafter in force, of all federal, state, and local governmental bodies and agencies which are applicable to the Property and Recreational Area. The County shall be responsible for all permits required for the construction of the Recreational Area and all consents required to be obtained from any applicable governmental agency or underlying fee owner.

IV.

GIS Database

The Parties agree to maintain a mutually accessible GIS Database, updated from time to time, to reference the location of existing and newly constructed Recreational Areas. The detail of the maps will be **agreed upon by the Parties as needed to facilitate each Party's maintenance and stewardship responsibilities**, but will, at a minimum, show the location of hike and bike trails and other recreation facilities within each Recreational Area.

No Recreational Area may be removed from the GIS Database without the written concurrence of both Parties, which may be sent from the County to the District by email to the corresponding District Precinct Coordinator, and by the District to the County by email to the County GIS Department at GISInfo@hcpid.org.

V.

Maintenance and Repair

The County shall maintain in good repair and in safe condition the maintenance areas designated below, trails, bridges, and all other recreational improvements and associated appurtenances constructed or to be constructed along or within the Recreational Area. In addition to the other maintenance tasks described below, the County is responsible for warning of and making safe a dangerous condition within said maintenance areas for the protection of the public. The County shall barricade or cause to be secured sites within the Recreational Area and maintenance area that pose a threat to public safety, including but not limited to sinkholes, failures of retaining walls, slope failures, erosion, and trail infrastructure or appurtenances, until the dangerous condition can be corrected. The County is responsible for correcting a dangerous condition deemed by the Director, in his sole discretion, to have been caused by a County improvement or by County maintenance workers, equipment, or vehicles.

The County acknowledges that the Recreational Area or one or more of its improvements and appurtenances could adversely affect the condition of the **District's flood control features**. In the event the Director, in his sole discretion, determines that the **County's** Recreational Area or one or more of its improvements has damaged or destroyed a flood control feature of the Property, then all such property of the District so damaged or destroyed shall be promptly repaired or replaced by the County to the satisfaction of the District and in accordance with the criteria set forth in the PCPM. The replacement or repair of District infrastructure includes but is not limited to, earthen slope failures and erosion, concrete pavement, riprap, outfalls, culverts or bridges installed for trail crossings, stairways, landscaping, traffic control signs, hand railings, retaining walls, headwalls and wingwalls, back slope swale systems, and drainage features in, around or under the Recreational Area, and all other improvements and appurtenances constructed or to be constructed along or within the Recreational Area. The plans for all such repairs shall be submitted to the District for review and approval and must comply with the current PCPM criteria. However, **in lieu of the County's repair or replacement of flood control features within the District's Property**, the County may petition the Director to pay to the District money in an amount deemed sufficient by the Director, in his sole discretion, to compensate for the loss, repair, or replacement of the **District's** flood control features as a result of damages or destruction caused by County improvements.

In addition, the Director may remove at the **County's** cost or demand immediate removal of those portions of the Recreational Area that have damaged a flood control feature or channel integrity, or **which may block access to HCFCD's desired use of the Property**.

A. Basic Maintenance

The Basic Maintenance tasks described in this sub-Article are the minimum maintenance tasks that shall be performed by the County on the following described maintenance areas. Basic Maintenance tasks are the obligation to perform such tasks as necessary to maintain and keep in good repair and safe physical condition (e.g., cracks, potholes, and other physical attributes) trails, bridges, and all other recreational improvements and related amenities and appurtenances, including but not limited to pavement, slope, bridge surface and structural components, stairways, railings, landscaping, traffic control signs; and to mow, edge and trim the grass at such time intervals so as to keep same from attaining a height of more than nine (9) inches (except for designated meadow areas outside of the effective floodway, which consist of wildflowers and/or native grasses that are allowed to grow to their natural height, with the species selection limited to less than **36"** tall); and remove trash, paper, debris; remove silt from Recreational Area improvements and related amenities and appurtenances; provide tree maintenance, as

necessary remove dead or dying trees and tree limbs; manage undesirable vegetative species; and empty trash receptacles. The County shall be responsible for proper disposal of all collected refuse or recyclable material and removal of graffiti within the Recreational Area. Debris, tree limbs, and silt shall be removed from the Recreational Area improvements and related amenities and appurtenances within two (2) weeks of water receding from minor and major flood events, or, in the event of a disaster declaration, as soon as practicable after the County receives funds to assist with post-event cleanup and repairs. All Basic Maintenance tasks described in this sub-Article shall be performed at such time intervals so as to keep the maintenance area neat and tidy at all times for public use. Replacement and removal of plantings shall be approved in advance by HCFCD. If the condition of a dead or diseased tree poses an immediate risk to public safety, all or portions of the tree may be removed as necessary to protect the public without prior notice; provided, however, the County shall notify the District of such removal as soon as practicable.

1. Recreational Areas along the bank of manmade Channels and Detention Facilities

Basic Maintenance tasks shall be performed when recreational improvements are limited to the top bank of channels and detention facilities. For these types of Recreational Areas, the maintenance area shall be the side of the bayou or detention facility on which the Recreational Area and related amenities and appurtenances are or will be constructed, installed, or placed, **between the boundary of HCFCD's right-of-way line and the top of bank of the bayou or detention facility.** When a linear feature, such as a trail, transitions between a manmade channel and detention facility, the maintenance area shall be the area between the top of bank of the bayou and the top of bank of the detention facility.

2. Linear Recreational areas along the bank of natural channels

Basic Maintenance tasks shall be performed when recreational improvements are limited to the top bank of natural channels. For these types of Recreational Areas, the maintenance area shall be the side of the bayou or natural channel on which the Recreational Area and related amenities and appurtenances are or will be constructed, installed, or placed, 50ft either side of the centerline of the trail amenity or **between the boundary of HCFCD's right-of-way line and the top of bank of the bayou or natural channel or whichever one is less.** When a linear feature, such as a trail, transitions between a natural channel and detention facility, the Basic Maintenance area is defined by 50 feet from the centerline of the trail to the top-of-bank of the detention basin.

3. Recreational Areas within Detention Facilities or on Property Without a Channel or Detention Facility

Where the County constructs, installs, or places Recreational Area improvements or appurtenances within a detention facility or on Property without a channel or detention facility, the maintenance area where the County shall perform Basic Maintenance tasks shall be the entire **area where the County's recreational improvements may be found and shall extend outward to a distance of fifty (50) feet.** When a linear feature, such as a trail, transitions between a manmade channel and detention facility, the maintenance area shall be the area between the top of bank of the bayou and the top of bank of the detention facility.

B. Extended Maintenance

The County shall perform Extended Maintenance, as defined herein, where required in this Article V. Extended Maintenance is Basic Maintenance, as defined above, plus the County shall mow, edge, and trim said grass from the District right-of-way to the **water's** edge on the side of the bayou on which the Recreational Area improvements and appurtenances are located. Extended

Maintenance shall also include repair of channel infrastructure to the **water's** edge, if and to the **extent that the County's improvements cause the need for repair as determined** by reasonable discretion of the Director, including but not limited to repairs of earthen slope failures and erosion, concrete pavement, riprap, outfalls, culverts or bridges installed for trail crossings, stairways, landscaping, signs, hand railings, retaining walls, headwalls and wingwalls, backslope swale systems, and drainage features in, around or under a bridge, trail and all other improvements and appurtenances constructed or to be constructed within the Recreational Area. The Director may determine, in his sole and absolute discretion, that some or all of such repairs will be completed by the District with funding provided by the County or by County staff and equipment.

1. Recreational Areas on Channel or Detention Facility Side Slope or Lower Bench

Where the Recreational Area improvements and appurtenances traverse below the upper maintenance berm or under a bridge necessitating placement of a recreational feature on the side slope or on a lower bench, the maintenance area where the County shall perform Extended Maintenance is the area from the District right-of-way to the **water's** edge, and horizontally from a distance of fifty (50) feet beyond the termination of the hand railing or retaining wall or fifty (50) feet beyond where the Recreational Area improvement or appurtenance moves to the upper maintenance berm.

2. Recreational Areas within Detention Facilities or on Property Without a Channel or Detention Facility

Where the County constructs, installs, or places Recreational Area improvements or appurtenances within a detention facility or on Property without a channel or detention facility, the maintenance area where the County shall perform Basic Maintenance tasks shall be the entire **area where the County's recreational improvements may be found** and shall extend outward to a distance of fifty (50) feet.

C. Maintenance of Federal Channels

The District is the United States Army Corps of Engineers (USACE) local sponsor for certain channels identified as Federal Channels. Reaches of the Federal Channels may be earthen or lined with concrete or concrete articulating blocks. In the event of Recreational Area trail damage or damage to a Recreational Area trail headwall or Recreational Area trail appurtenance, or erosion or a failure caused by the Recreational Area, Recreational trail headwall or appurtenance, which impacts the integrity of a Federal Channel, the County shall design and construct earthen repairs, subject to District plan approval and compliance with **the District's PCPM**. The District will design and construct repairs to channels with concrete lining or concrete articulating blocks with funding provided by the County. All repairs to Federal Channels must be conducted in coordination with USACE. Any associated USACE fees will be paid by the County.

VI.

Construction, Alteration and Inspection

The County will not begin any new construction in the Recreational Area or undertake any alteration to existing improvements within the Recreational Area without first securing the written approval of an authorized representative of the District of the Plans and Specifications for the same. All Plans and **Specifications must comply with the criteria set forth in the District's PCPM, as updated** from time to time. With the prior written consent of an authorized representative of the District, the County may make minor changes necessary or desirable during the construction of the

Recreational Area. Submission of Plans and Specifications are not required for minor maintenance and repair work. The County shall notify the District forty-eight (48) hours in advance of the start of any construction, repairs, or modifications. During the term of this Agreement, the Director may inspect the Recreational Area to determine whether the County is constructing and maintaining the Recreational Area and performing its other obligations pursuant to this Agreement.

VII.

Trees and No Waste

The County shall not cause or permit any waste upon the hereinabove described Recreational Area and Property. Further, the County shall not cut or damage any non-hazardous tree or trees on **the District's Property with a diameter breast-high ("dbh") greater than three (3) inches measured** at a level approximately four and one-half (4½) feet from its base, without the prior written consent of the Director. Trees planted by the County may be removed or relocated by the County with prior notification to the District.

VIII.

Public Use and No Fee

The Recreational Area shall be open to the use of the general public. No fee or charge shall be imposed for the use thereof. The County shall be responsible for fielding calls from the public regarding the use or complaints associated with the Recreational Area.

IX.

Limitation and Disclaimer of Warranty

The County's right to the use and enjoyment of the Recreational Area 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, or interest, if any, in and to said Property. If, and in the event that, additional rights, title, and interest in and to the Property are needed for the construction, maintenance, or operation of the Recreational Area, the acquisition of such rights, title, and interest shall be at the sole expense and obligation of the County.

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 County's intended purposes.**

X.

Term

The term of this Agreement shall extend for a term of twenty-five (25) years commencing on the date of its execution; however, it shall continue thereafter on a year to year basis, unless earlier terminated as provided hereunder. Either the District (through its governing body or its Director) or the County may terminate this Agreement prior to the expiration of said term(s), without cause, upon thirty (30) days prior written notice to the other parties hereto.

Upon notice of termination, the Parties will coordinate in good faith to restore the Property to the condition existing prior to this Agreement and compliance with the PCPM, using County personnel and equipment. If applicable, the **County's** ownership of and responsibility to maintain any bridge(s)

constructed within the Recreational Area shall survive such termination until the bridge(s) are removed and the Property is restored in compliance with the PCPM.

XI.

Notices

All notices shall be given to the District by registered or certified mail, postage prepaid, return receipt requested, addressed to **Harris County Flood Control District, Attention: Executive Director, 9900 Northwest Freeway, Houston, Texas 77092**, or to such other address as the District may designate in writing from time to time. All notices shall be given to the respective County by registered or certified mail, postage prepaid, return receipt requested, addressed to **Harris County Precinct 1, Attention: Commissioner Rodney Ellis, 1001 Preston, 9th Floor, Houston, Texas 77002, Harris County Precinct 2, Attention: Commissioner Adrian Garcia, 1001 Preston, 9th Floor, Houston, Texas 77002, Harris County Precinct 3, Attention: Commissioner Tom S. Ramsey, P.E., 1001 Preston, 9th Floor, Houston, Texas 77002, Harris County Precinct 4, Attention: Commissioner Jack Cagle, 1001 Preston, 9th Floor, Houston, Texas 77002, Harris County Office Of The County Engineer , Attention: County Engineer, 1001 Preston, 5th Floor, Houston, Texas 77002**. Each notice shall be considered exercised and completed upon deposit of the notice in the United States mail as aforesaid.

XII.

The District's Rights Paramount

The District has advised the County and the County is aware that the Property was acquired for flood control and drainage purposes. The District presently uses portions of the Property upon which the Recreational Area is to be constructed for mowing and maintenance of HCFCD Unit(s), and the District contemplates future use of the Property for widening of the drainage facility and for other flood control and drainage improvements as the need for the same may arise and funds may be available. The District hereby expressly reserves to itself, its officers, employees, agents, and contractors, the right to enter upon said Property and Recreational Area at any time for any purpose necessary or convenient in connection with drainage and flood control work, to flood said Property and Recreational Area, and to make such other use of said Property and Recreational Area as may be necessary or desirable in connection with drainage and flood control, and the County shall have no claim for damages of any character on account thereof against the District, or any officer, employee, agent, or contractor thereof. The District shall have no responsibility to replace or repair any portion of the Recreational Area that is damaged in the course of such flood control activities. In the event the Recreational Area or other structures, constructed by the County, are damaged by the District during drainage or flood control activities or by the flow of water in the channel, or if any of the **County's** improvements experience structural failure for any reason, the District reserves the right to demand immediate removal and not to allow the County to rebuild the Recreational Area or replace the structures appurtenant thereto if to do so would in the **Director's opinion impede the flow of water in the channel or impair channel functionality**. The District further reserves the right to remove portions of the Recreational Area from time to time as the Director determines necessary or convenient to accommodate channel improvements or for access purposes, and further, to not permit the County to rebuild same. The District may determine, in its sole discretion, that closure of the Recreational Area is necessary to ensure the safety of the public for the duration of District activities. HCFCD may remove without notice, or demand immediate removal of, improvements or property constructed, placed or installed on the Property without HCFCD approval. The District shall make every reasonable effort to coordinate with the County on activities requiring Recreational Area closures.

In the event the maintenance, repair or replacement of a flood control feature necessitates the removal of the Recreational Area or the District determines that an unauthorized Recreational Area must be removed, the District will make reasonable efforts to provide the County with thirty (30) **days' notice to remove such improvements. If the County fails or refuses to remove the improvements within the notice period, or if time does not permit prior notice, the District shall proceed with removal and the County shall reimburse the District for the costs of such removal and disposal.**

The County understands and agrees that the District's County-wide mowing, maintenance and repair schedules are dictated by the flood control and drainage needs of the entirety of Harris County, prioritized by degree of deficiency and available budget. The existence of Recreational Areas, including but not limited to trails, or other recreational improvements along an HCFCD Unit has no bearing on the scheduling of such activities, and will not elevate the timing of mowing, maintenance or repairs to such HCFCD Unit ahead of other HCFCD Units solely because damage or erosion prevents Recreational Area construction; damage or erosion has rendered a Recreational Area unsafe or unusable; or the County's aesthetic standards are more stringent than HCFCD's standard mowing and maintenance schedule allows. In the event damage or erosion to the Property creates a dangerous condition within a Recreational Area, the County must act as provided in this Agreement to warn of or remedy the condition.

XIII.

Covenant Not to Sue and Release

THE COUNTY COVENANTS NOT TO SUE AND AGREES TO RELEASE THE DISTRICT AND ITS AGENTS, OFFICERS, CONTRACTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, AND INVITEES (HEREINAFTER IN THIS ARTICLE, THE "DISTRICT") FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS, DEMANDS, FINES, COSTS AND CAUSES OF ACTION OF EVERY CHARACTER AND KIND RESULTING FROM PERSONAL INJURY, ILLNESS, OR DEATH OF PERSON(S), OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE ACTIONS OF THE COUNTY, ITS EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, LICENSEES, OR INVITEES IN SECURING, EXERCISING, OR IN ANY MANNER PERFORMING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE COVENANT NOT TO SUE AND TO RELEASE PROVIDED FOR IN THIS ARTICLE IS EXTENDED BY THE COUNTY TO ALSO RELEASE THE DISTRICT FROM THE CONSEQUENCES OF THE DISTRICT'S OWN NEGLIGENCE. THIS COVENANT NOT TO SUE AND TO RELEASE SHALL APPLY EVEN THOUGH ANY INJURY, SICKNESS, OR DEATH OR DAMAGE TO OR LOSS OF PROPERTY IS CAUSED IN WHOLE OR IN PART BY ANY DEFECT IN OR CONDITION OF ANY PROPERTY, AREA, FACILITIES, EQUIPMENT, TOOLS, OR OTHER ITEMS WHICH MAY BE PROVIDED BY THE DISTRICT, WHETHER OR NOT SUCH DEFECT OR CONDITION WAS KNOWN OR SHOULD HAVE BEEN KNOWN BY THE DISTRICT. THE COVENANT NOT TO SUE AND TO RELEASE PROVIDED HEREIN SHALL NOT BE CONSTRUED IN ANY WAY TO LIMIT INSURANCE COVERAGES PROVIDED BY THE COUNTY FOR THE DISTRICT PURSUANT TO THE TERMS OF THIS AGREEMENT, WHICH INSURANCE REQUIREMENT IS INDEPENDENT FROM AND IN ADDITION TO SUCH COVENANT NOT TO SUE AND TO RELEASE. THIS COVENANT NOT TO SUE AND AGREEMENT TO RELEASE CONTAINED HEREIN ARE EQUALLY BINDING UPON THE COUNTY AND ITS PERMITTED SUCCESSORS AND ASSIGNS.

XIV.

Indemnification by Contractor

The County will cause to be inserted in the construction contract and the maintenance contract for the Recreational Area an agreement that the contractor will indemnify, protect, covenant not to sue, release, and save and hold harmless the County and the District and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction or maintenance of the Recreational Area or any associated improvements, or on account of any act of omission by the contractor.

The County shall furthermore require that the construction contractor's and the maintenance **contractor's** insurance policies name the Harris County Flood Control District as an insured. Such insurance policies shall include not less than the minimum coverages as stated in the current **"Harris County General Conditions for Roads, Bridges and Related Work."**

XV.

Not Joint Enterprise, Employee, Nor Agent

This Agreement is not intended to and shall not create a joint enterprise between the County and **the District. It is understood and agreed that the District and the District's personnel shall not be** considered employees, agents, partners, joint venturers, or servants of the County. It is also **understood and agreed that the County's personnel shall not be considered employees, agents,** partners, joint venturers, or servants of the District. The parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility for day-to-day management and control of such work except as may otherwise expressly be provided herein.

XVI.

No Intent to Dedicate

The **County'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 County intends to designate any part of the Recreational Area 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 Recreational Area as a park for any purpose, including TEX. LOC. GOV'T CODE ANN. Ch. 317, as amended.

XVII.

No Allocation of Funds

The County has not specifically allocated any funds for the purpose of meeting its obligations hereunder, however, the County may appropriate funds from time to time as necessary to perform its obligations hereunder. In the event the County shall fail or refuse to appropriate or expend funds necessary to perform any obligation hereunder, the sole remedy of the District shall be to terminate this Agreement. Notwithstanding this or any other provision of this Agreement, under no circumstances will the District be obligated under this Agreement to appropriate or expend any funds for or in the performance of this Agreement.

XVIII.

Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the parties regarding this Agreement. Any modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by all parties hereto.

In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

XIX.

Titles and Provisions

Titles are for convenient reference only and shall not be used to interpret or limit the meaning of any provision of this Agreement. The use of the neuter, male, or female singular pronoun to refer to the District or the County shall be deemed a proper reference, even though the District or the County may be a male individual, a female individual, a partnership, a corporation, a limited liability company, governmental entity, or any other entity or group of two or more individuals or entities.

XX.

Third Party Rights, Successors and Assigns

No Party hereto shall make, in whole or in part, any assignment of this Agreement without the written consent of the other party. This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the District and the County only.

XXI.

Third-Party Agreements

The Parties acknowledge that the County may, from time to time during the term of this Agreement, provide recreational or educational programs within the Recreational Area to specific groups or to members of the public in general, and may desire to enter into agreements with third parties to conduct these programs. Prior to entering into a third-party agreement, the County will notify the District. The District may require the third party to provide such releases, indemnifications, and insurance coverages as necessary to protect the District against liability or property damage if, in the sole discretion of the Executive Director or his designee, such protection is in the best interest of the District. The District will advise the County what, if any, District protections must be included in the third-party agreement. Upon request by the District, the County will provide the District with a copy of such third-party agreement detailing the terms of **the authorization by the County to conduct recreational or educational programs on the County's** behalf. The County retains all obligations stated in this Agreement notwithstanding the existence of any such third-party agreement.

EXECUTED on October 26, 2021 (Effective Date).

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

DocuSigned by:
Mitzi Turner
27D870F21B1047A
By: _____
MITZI TURNER
Assistant County Attorney

By: *Judge Hidalgo*

LINA HIDALGO
County Judge

HARRIS COUNTY

By: *Judge Hidalgo*

LINA HIDALGO
County Judge

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 October 26, 2021, with the following members present, to wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to wit: none, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BY AND BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND HARRIS COUNTY TO CONSTRUCT AND MAINTAIN PUBLIC RECREATIONAL AREAS ON VARIOUS HCFCD PROPERTIES

Commissioner Garcia introduced an order and made a motion that the same be adopted. Commissioner Ramsey 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
AYES:	Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Tom S. Ramsey, P.E.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input checked="" 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 law-fully adopted. The order thus adopted follows:

WHEREAS, the County desires to construct and maintain public recreational areas throughout Harris County, Texas, on land or interests in land owned by the District; and

WHEREAS, the District previously authorized the County to construct and maintain hike and bike trails along one or both sides of waterways ("**HCFCD Unit(s)**") on District easements or fee-owned properties within the limits of Harris County, Texas, under prior Hike and Bike Trail **Agreements between the Parties ("prior agreements")**; and

WHEREAS, the County desires to expand the rights granted under the prior agreements to include authorization to construct and maintain additional hike and bike trails, and to construct and maintain other types of recreational facilities, throughout Harris County, Texas, on land or interests in land owned by the District; and

WHEREAS, the District is willing to allow the County to use District easements or fee-owned properties located in Harris County, Texas, (hereinafter, the "Property") to continue maintaining existing hike and bike trails authorized under prior agreements, to construct and maintain new hike and bike trails, and to construct and maintain other types of recreational facilities (such existing and new hike and bike trails and other types of recreational facilities now collectively known as, and hereinafter referred to as, the "Recreational Area" or the "Recreational Areas"), subject to the County's compliance with the conditions hereinafter provided; and

WHEREAS, the County and the District agree to maintain a mutually accessible geographic information system (GIS) Database, updated from time to time, to reference the location of existing and newly constructed Recreational Areas; and

WHEREAS, the Parties desire to terminate the prior agreements and enter into this Public Recreational Area Interlocal Agreement (the "Agreement") to set forth the rights and responsibilities of the Parties and to govern the actions of the Parties, henceforth, related to all Recreational Areas constructed or to be constructed and maintained by the County on the Property; and

WHEREAS, the Parties recognize that flood control and drainage is the paramount public purpose of the Property within which the Recreational Areas have been or will be constructed and maintained by the County; and

WHEREAS, each party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying party; and

WHEREAS, the District and the County find that the subject of this Agreement is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, that the performance of this contract is in the common interest of both Parties.

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 and Harris County, an Interlocal Agreement by and between the Harris County Flood Control District and Harris County, for construction and maintenance of public Recreational Areas and related appurtenances, on, over, across, and through various HCFCD Property, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.
- Section 3: The Harris County Engineer and the Executive Director of the Harris County Flood Control District or their respective designees are hereby authorized to perform any and all acts necessary to carry out the purposes of this Agreement.

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 NORTHWEST HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 23 TO CONSTRUCT AND MAINTAIN A TRAIL AND SIDEWALKS FOR THE SABLECHASE NEIGHBORHOOD IN HARRIS COUNTY PRECINCT

1

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	<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:

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 Northwest Harris County Municipal Utility District No. 23 to construct and maintain a trail and sidewalks for the Sablechase Neighborhood in Harris County Precinct 1.
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.