

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) and **Fry Road Municipal Utility District** (“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 sidewalks on the North side of Park Row from Price Plaza to Fry Road, the West side of Price Plaza from IH 10 to Park Row, the East side of Snake River Road from Park Row to about 800’ north of Park Row, and the South side of Park Row from Price Plaza to Fry Road (“Project”), as generally illustrated on 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 of the Project, consisting of sidewalks on the North side of Park Row from Price Plaza to Fry Road, the East side of Snake River Road from Park Row to about 800’ north of Park Row, and the South side of Park Row from Price Plaza to Fry Road, and on the West side of Price Plaza from IH 10 to Park Row; 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. County’s Responsibilities

- (i) Upon execution of this Agreement by the Parties, County will provide or cause to be provided engineering services and related support services necessary to develop plans, specifications and estimates (“PS&E”) for construction of the Project.
- (ii) The County shall be responsible for obtaining all necessary permits and jurisdictional approvals for construction of the project.
- (iii) Upon approval of the PS&E for the Project by the Parties, the County may proceed to authorize construction services under an existing on-call contract for construction services, or proceed to advertise for, receive bids, and award the

construction contract for construction of the Project, in a manner similar to other County projects.

- (iv) Upon award of construction contracts or authorizations of construction services, County will manage and inspect the construction of the Project in a manner similar to that of other County construction projects.
- (v) The County shall acquire the right-of-way for the Project. Once the County acquires the right-of-way, and plans are permitted and assigned to a contractor the County will start construction on the Project and provide an invoice to the District for their cost share percentage for construction of the project in accordance with Section 2 of this agreement.
- (vi) Upon completion of the construction of the Project, the County shall:
 - (a) Provide a statement of final accounting to the District detailing all construction costs incurred and identify amount(s) to be invoiced or refunded to the District; and
 - (b) Continue to assume full responsibility for the ongoing maintenance and repairs of the Project.

B. District's Responsibilities

- (i) The District will review the PS&E prepared by County and will notify the County of any objections or approval within ten (10) days of receipt by the District. If the District has not approved the PS&E within ten (10) calendar days from its receipt of the PS&E, then the PS&E submitted to the District will be deemed approved.
- (ii) Remit payment to the County for District Contribution for construction of the Project in accordance with Section 2 of this agreement.

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 provide \$349,125.60 of the cost necessary for the Project and the District agrees to provide \$213,473.00 of the cost ("District Funding Share") necessary for the Project, as generally illustrated on Exhibit B attached hereto and incorporated herein by reference.
- B. The District agrees to provide payment of the District Funding Share to the County within thirty (30) business days of receipt of the invoice.

- C. Parties agree that any construction costs incurred during the construction of the project or other work to be performed under this Agreement in excess of the construction contract award amount may be funded by 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 County’s receipt of all payments due from the District under this Agreement, whichever occurs later (“Term”).
- B. This Agreement may be terminated by the County 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. Limitation of Appropriation

- A. District understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not currently appropriating any funds for the Project. County may appropriate funds to complete the Project, but such funds shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified available by the Harris County Auditor.
- B. District understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of the Harris County Auditor to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

Section 5. 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:	Fry Road Municipal Utility District c/o Mark W. Brooks Young & Brooks 10000 Memorial Drive, Suite 260 Houston, TX 77024 Email: mbrooks@youngandbrooks.com
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Sander Engineering
William T. Manning, Jr., P.E., Water District Engineer
2901 Wilcrest, Suite 550
Houston, TX 77042
Email: BManning@sandereng.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. 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 authorize 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

**FRY ROAD MUNICIPAL UTILITY
DISTRICT**

By: James Roadarmel
James Roadarmel
Board President

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
County Attorney

ATTEST

By: Marissa [Signature]
Secretary

By: An Le for _____
Philip Berzins
Assistant County Attorney
CAO File No.: 22GEN0787

Fry Road MUD Sidewalk

Write a description for your map.

EXHIBIT A



Segment 3

Segment 1

Segment 4

Segment 2

Crossing At Fry Rd

Walmart/Home Depot

Westgate Market

Google Earth

© 2020 Google

Interstate 10 Frontage Rd

900 ft



				J Rivas Construction, LLC	
Item No.	Description	Est. Qty.	UOM	Unit Price	Total Price
A	<u>SITE PREPARATION AND EARTHWORK</u>				
1	PROJECT SIGNS (PLACE, MAINTAIN & REMOVE)	2	EA	\$1,150.00	\$2,300.00
2	CLEARING & GRUBBING	1.5	ACRE	\$6,500.00	\$9,750.00
3	CLEARING & GRUBBING (AREAS LESS THAN 0.1 AC)		EA	\$2,650.00	\$0.00
4	REMOVE AND DISPOSE OF TREES (16" AND GREATER)		EA	\$2,250.00	\$0.00
5	ROADWAY EXCAVATION	201	CY	\$48.00	\$9,648.00
6	REMOVE EXISTING CONCRETE (DRIVEWAYS, PAVING, SIDEWALKS, CURBS, RAMPS, MEDIANS) (ALL THICKNESSES)	1006	SY	\$24.00	\$24,144.00
7	REMOVE CONCRETE CURB	272	LF	\$4.50	\$1,224.00
8	REMOVE AND DISPOSE OF EXISTING ASPHALTIC SURFACE AND BASE (ALL DEPTHS)		SY	\$48.00	\$0.00
9	REMOVE AND DISPOSE OF EXISTING CONCRETE OR METAL PIPE (ALL DIAMETERS)		LF	\$36.00	\$0.00
10	REMOVE AND DISPOSE EXISTING MANHOLES (ALL TYPES)		EA	\$650.00	\$0.00
11	REMOVE AND DISPOSE EXISTING INLETS (ALL TYPES)		EA	\$750.00	\$0.00
12	REMOVE AND RELOCATE OR DISPOSE OF TRAFFIC SIGNS, MAIL BOXES, ROADWAY SIGNS	11	EA	\$585.00	\$6,435.00
	Subtotal of Item A				\$53,501.00
B	<u>DRAINAGE</u>				
13	REINFORCED CONCRETE PIPE, C76, CLASS III, RUBBER GASKETS (18") (MINIMUM BID - \$60/LF)		LF	\$145.00	\$0.00
14	REINFORCED CONCRETE PIPE, C76, CLASS III, RUBBER GASKETS (24") (MINIMUM BID - \$80/LF)		LF	\$165.00	\$0.00
15	REINFORCED CONCRETE PIPE, C76, CLASS III, RUBBER GASKETS (30") (MINIMUM BID - \$100/LF)		LF	\$175.00	\$0.00
16	TRENCH SAFETY SYSTEM, 5' - 10' DEPTH		LF	\$6.00	\$0.00
17	REINFORCED CONCRETE COLLAR, UP TO 30" DIAMETER PIPE		EA	\$5,850.00	\$0.00
18	ADJUSTING MANHOLES (ALL TYPES) (MINIMUM BID - \$325/EA)	5	EA	\$1,200.00	\$6,000.00
19	ADJUSTING INLETS (ALL TYPES) (MINIMUM BID - \$325/EA)	1	EA	\$950.00	\$950.00
20	REPAIRING MANHOLE (ALL TYPES) (MINIMUM BID - \$550/EA)		EA	\$2,150.00	\$0.00
21	REPAIRING INLET (ALL TYPES) (MINIMUM BID - \$650/EA)		EA	\$1,850.00	\$0.00
22	FURNISH & INSTALL TYPE B-B INLET		EA	\$5,450.00	\$0.00
23	FURNISH & INSTALL TYPE C INLET		EA	\$5,850.00	\$0.00
24	FURNISH & INSTALL PRECAST MANHOLE WITH PRECAST BASE (5FT < DEPTH < 10FT)		EA	\$7,550.00	\$0.00
	Subtotal of Item B				\$6,950.00
C	<u>UTILITIES</u>				
25	CUT, ADJUST, AND RELOCATE SPRINKLERS		LF	\$32.00	\$0.00
26	VALVE/METER BOX ADJUSTMENT (INCLUDING WATER, ELECTRICAL, TELEPHONE BOXES)	11	EA	\$1,650.00	\$18,150.00
27	VALVE/METER BOX REPLACEMENT (WITH PLASTIC COVER)		EA	\$550.00	\$0.00
28	VALVE/METER BOX REPLACEMENT (WITH TRAFFIC LOAD-BEARING COVER)		EA	\$1,350.00	\$0.00
29	ADJUST TRAFFIC SIGNAL PULL BOX		EA	\$3,850.00	\$0.00
30	REMOVE AND REPLACE TRAFFIC SIGNAL PULL BOX		EA	\$5,650.00	\$0.00
	Subtotal of Item C				\$18,150.00
D	<u>SUBGRADE AND PAVING</u>				
31	CRUSHED AGGREGATE BASE COURSE (8" DEPTH)		SY	\$75.00	\$0.00
32	GEOTEXTILE (BETWEEN BASE AND SUBGRADE)		SY	\$7.25	\$0.00
33	GEOGRID (TYPE 2)		SY	\$9.50	\$0.00
34	CEMENT STABILIZED SAND (6" DEPTH)		SY	\$38.00	\$0.00
35	CEMENT STABILIZED SAND, BACKFILL FOR EXISTING VOIDS BELOW SUB-BASE (INCLUDING REMOVAL AND DISPOSAL OF EXCAVATED WASTE MATERIAL)		TON	\$136.00	\$0.00
36	REINFORCED CONCRETE PAVEMENT (6"-7" DEPTH)		SY	\$94.50	\$0.00
37	REINFORCED CONCRETE PAVEMENT (8"-10" DEPTH)		SY	\$103.50	\$0.00
38	REINFORCED CONCRETE PAVEMENT - HIGH-EARLY STRENGTH (6-7" DEPTH)		SY	\$114.75	\$0.00
39	REINFORCED CONCRETE PAVEMENT - HIGH-EARLY STRENGTH (8"-10" DEPTH)	947	SY	\$123.75	\$117,191.25
40	CONCRETE CURB (6" HEIGHT)		LF	\$8.75	\$0.00
41	CONCRETE ESPLANADES, MEDIANS, AND DIRECTIONAL ISLANDS (6" DEPTH)		SY	\$86.00	\$0.00
42	COLORING CONCRETE MEDIAN		SY	\$90.00	\$0.00
43	FURNISH AND INSTALL DENSE-GRADED HOT-MIX ASPHALTIC BASE COURSE, (TYPE B, PG 64-22, DEPTH AS DIRECTED BY ENGINEER)		TON	\$181.25	\$0.00
44	REPAIR BASE COURSE USING DENSE-GRADED HOT-MIX ASPHALT, (TYPE B, PG 64-22, DEPTH AS DIRECTED BY ENGINEER)		TON	\$181.25	\$0.00
45	TACK COAT		GAL	\$24.00	\$0.00
46	EMULSIFIED ASPHALT (PRIME COAT)		GAL	\$28.00	\$0.00
47	FURNISH AND INSTALL DENSE-GRADED HOT-MIX ASPHALTIC SURFACE COURSE, (TYPE D, SAC A, PG 64-22, DEPTH AS DIRECTED BY ENGINEER)		TON	\$181.25	\$0.00
	Subtotal of Item D				\$117,191.25
E	<u>PEDESTRIAN</u>				
48	FURNISH & INSTALL (5") THICK REINFORCED CONCRETE SIDEWALK COMPLETE IN PLACE (INCLUDING 2" SAND BEDDING)	2940	SY	\$78.75	\$231,525.00
49	FURNISH & INSTALL 6" THICK REINFORCED CONCRETE SIDEWALK COMPLETE IN PLACE (SECTION C-C)		SY	\$78.75	\$0.00
50	CONCRETE ADA RAMP (ALL TYPES - INCL. TRUNCATED DOME PAVERS)	20	SY	\$132.00	\$2,640.00
51	CONCRETE RIBBON CURB		LF	\$24.00	\$0.00
52	CONCRETE TOE WALL (18" HEIGHT)		LF	\$32.00	\$0.00
53	CONCRETE TOE WALL (30" HEIGHT)	100	LF	\$40.50	\$4,050.00
54	DECOMPOSED GRANITE TRAIL SURFACE (4" DEPTH)		SY	\$93.75	\$0.00
55	GALVANIZED PIPE HAND RAIL		LF	\$47.25	\$0.00
	Subtotal of Item E				\$238,215.00
F	<u>STORMWATER POLLUTION PREVENTION PLAN</u>				
56	SODDING FOR EROSION CONTROL (16" WIDTH)	10,584	LF	\$7.40	\$78,321.60
57	HYDRO-MULCH SEEDING		AC	\$2,200.00	\$0.00
58	REINFORCED FILTER FABRIC BARRIER (60% UNIT COST FOR FURNISH & INSTALL, 40% UNIT COST FOR REMOVAL)		LF	\$5.25	\$0.00
59	INLET PROTECTION BARRIER (ALL STAGES - 60% UNIT COST FOR FURNISH & INSTALL, 40% UNIT COST FOR REMOVAL)	21	EA	\$52.50	\$1,102.50
60	STABILIZED CONSTRUCTION ACCESS (TYPE I - ROCK)	112	SY	\$32.00	\$3,584.00
61	FURNISH, INSTALL, MAINTAIN, RELOCATE & REMOVE CONCRETE TRUCK WASHOUT STRUCTURES	1	EA	\$2,650.00	\$2,650.00
62	MONTHLY MAINTENANCE OF SWPPP FEATURES (MIN. BID \$400/MO)		MO	\$4,000.00	\$0.00
63	TPDES GENERAL PERMIT NO. TXR150000, NOTICE OF INTENT (NOI) APPLICATION FEES (SET FEE - \$225) *** CONTRACTOR'S NOI FEE AND HARRIS COUNTY NOI FEE (AS DIRECTED BY ENGINEER)		EA	\$225.00	\$0.00
	Subtotal of Item F				\$85,658.10
G	<u>TRAFFIC CONTROL</u>				
64	TRAFFIC CONTROL - FURNISH, INSTALL & REMOVE PER PROJECT (MIN \$2,500/MO)	4.5	MO	\$4,550.00	\$20,475.00
	Subtotal of Item G				\$20,475.00
H	<u>SIGNING AND PAVEMENT MARKING</u>				
65	REMOVE PAVEMENT STRIPING AND MARKINGS (ALL SIZES, AND COLORS)	20	LF	\$4.75	\$95.00
66	REMOVE PAVEMENT MARKINGS (LEFT-STRAIGHT-RIGHT-ONLY, COMBINATION ARROWS, ETC...)		EA	\$125.00	\$0.00
67	REFLECTORIZED PAVEMENT MARKINGS TYPE I (ALL WIDTHS AND COLORS)	253	LF	\$12.25	\$3,099.25
68	REFLECTORIZED PAVEMENT MARKINGS TYPE I (LEFT-STRAIGHT-RIGHT-ONLY, COMBINATION ARROWS, ETC...)		EA	\$305.00	\$0.00
69	REFLECTORIZED PAVEMENT MARKINGS (TYPE I-C)		EA	\$6.75	\$0.00
70	REFLECTORIZED PAVEMENT MARKINGS (TYPE I-A-A)		EA	\$6.75	\$0.00
71	REFLECTORIZED PAVEMENT MARKINGS (TYPE II C-R)		EA	\$6.75	\$0.00
72	REFLECTORIZED TRAFFIC BUTTON (YELLOW OR WHITE)		EA	\$6.75	\$0.00
73	DELINEATORS AND OBJECT MARKERS (OM-3L & OM-3R)		EA	\$485.00	\$0.00
74	ROADWAY TRAFFIC ALUMINUM SIGNS	5	EA	\$608.00	\$3,040.00
	Subtotal of Item H				\$6,234.25
I	<u>EXTRA WORK ITEMS</u>				
75	FURNISH AND INSTALL 6' WOOD FENCE		LF	\$38.00	\$0.00
76	CONSTRUCTION SAFETY FENCE		LF	\$12.00	\$0.00
77	TREE PROTECTION AND TRIMMING		EA	\$250.00	\$0.00
78	ROOT PRUNING AND BARRIER		EA	\$350.00	\$0.00
79	8' PARK BENCH WITH BACK REST		EA	\$4,800.00	\$0.00
80	TRASH CAN		EA	\$2,250.00	\$0.00
81	OFF DUTY UNIFORMED POLICE OFFICER - AS DIRECTED BY ENGINEER (MIN. BID \$45/HR)	162	HR	\$65.00	\$10,530.00
	Subtotal of Item I				\$10,530.00
J	<u>REQUEST FOR PRICE</u>				
82	FURNISH & INSTALL 6" - 12" CONCRETE CURB (SECTION B-B)	219	LF	\$26.00	\$5,694.00
	Subtotal of Item J				\$5,694.00
Grand Total (A-J)					\$562,598.60

MUD Contribution \$213,473.00
Pct. Contribution \$349,125.60

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 INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND FRY ROAD MUNICIPAL UTILITY DISTRICT
TO CONSTRUCT SIDEWALKS ON THE NORTH SIDE OF PARK ROW FROM
PRICE PLAZA TO FRY ROAD, THE WEST SIDE OF PRICE PLAZA FROM IH 10 TO
PARK ROW, THE EAST SIDE OF SNAKE RIVER ROAD FROM PARK ROW TO
ABOUT 800' NORTH OF PARK ROW, AND THE SOUTH SIDE OF PARK ROW
FROM PRICE PLAZA TO FRY ROAD 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	<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 and Fry Road Municipal Utility District to construct sidewalks on the North side of Park Row from Price Plaza to Fry Road, the West side of Price Plaza from IH 10 to Park Row, the East side of Snake River Road from Park Row to about 800' north of Park Row, and the South side of Park Row from Price Plaza to Fry Road 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.