

**JOINT PROJECT AGREEMENT REGARDING
CONSTRUCTION OF DIRECT CONNECTORS
AT WESTPARK TOLLWAY AND THE GRAND PARKWAY**

This Joint Project Agreement Regarding Construction of Director Connectors at Westpark Tollway and the Grand Parkway (this “Agreement”) is entered into as of this, ___ day of _____, 20___ (“Effective Date”) by and between Fort Bend County, Texas (“County”); Fort Bend County Toll Road Authority (“FBCTRA”), a local government corporation created by the County, pursuant to Chapter 431 of the Texas Transportation Code; Fort Bend Grand Parkway Toll Road Authority (“FBGPTRA,” and, together with FBCTRA, “Authorities”), a local government corporation created by the County, pursuant to Chapter 431 of the Texas Transportation Code; Fort Bend County Assistance District No. 1 (“CAD No. 1”) and Fort Bend County Assistance District No. 9 (“CAD No. 9”), political subdivisions of the State of Texas, created by the County, (collectively, “Parties” or individually, a “Party”).

BACKGROUND

FBCTRA and FBGPTRA plan to construct direct connectors from east- and westbound Westpark Tollway to northbound Grand Parkway, as illustrated on **Exhibit A** attached hereto, in order to alleviate traffic congestion and related public safety concerns (“Direct Connectors”). The Parties hereto desire to coordinate and allocate responsibility for the design, construction, and financing thereof.

The Direct Connectors fall within the boundaries of the County, CAD No. 1, and CAD No. 9, and the expenditure of their funds for the design and construction thereof serves a public purpose. The County and Fort Bend Emergency Services District No. 100 (“ESD No. 100”) entered into that certain Interlocal Agreement for Fort Bend County Mobility Enhancement, dated December 13, 2011, pursuant to which ESD No. 100 agreed to pay the County for road improvements that improve response times. The County created CAD No. 1 and CAD No. 9 (each a “County Assistance District,” and, collectively, “County Assistance Districts”), and each County Assistance District imposes a [1%] sales and use tax within its respective boundaries, and the sales tax receipts collected can be used for, among other things, the design, construction, and financing of roadways. County and County Assistance District funds will be used to finance a portion of the design and construction costs for the Direct Connectors, as more specifically set forth herein and subject to the terms hereof.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, obligations, and benefits contained herein, the Parties agree as follows:

AGREEMENT

1. **Financing the Direct Connectors.**
 - a. The County shall transfer \$10,267,000 of its available funds (“County Funds”) to the Authorities within thirty (30) days of the Effective Date, and the Authorities shall hold them in trust for the benefit of the County, separately accounting for them and using them only to pay for the design and construction costs for the Direct Connectors.

- b. The Authorities shall finance the remaining design and construction costs from the sources and in the estimated amounts shown in **Exhibit B** attached hereto.
 - c. The Authorities shall keep accurate accounting of all funds it spends related to the design and construction of the Direct Connectors and will provide such accounting to the County and the County Assistance Districts upon completion of the Direct Connectors.
2. **Scope of Work.**
- a. The Authorities shall design and construct the Direct Connectors, coordinating with the Texas Department of Transportation as appropriate.
 - b. All plans and specifications for the Direct Connectors are subject to review and approval by the County.
3. **Maintenance.** The Authorities will own and maintain the Direct Connectors.
4. **Period of Agreement; Termination.** This Agreement is not subject to termination prior to completion of the financing and reimbursement of the Direct Connectors. Upon full reimbursement to the Authorities for the Direct Connectors, this Agreement will terminate. Notwithstanding the above, the Authorities' ownership and maintenance obligations for the Direct Connectors described herein shall survive the termination of this Agreement.

5. **Miscellaneous.**

- a. The Background and all referenced exhibits are incorporated into the Agreement for all purposes.
- b. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement.
- c. All notices, requests, approvals and other communications required or permitted under this Agreement shall be given in writing and shall be deemed effective (i) upon receipt when delivered by overnight courier or hand delivery, or (ii) two (2) business days after deposit with the US Postal Service, sent certified mail, return receipt requested, postage prepaid, and in each case addressed as follows:

If to FBGPTRA: Fort Bend County Toll Road Authority
c/o The Muller Law Group PLLC
202 Century Square Boulevard
Sugar Land, TX 77478
Attn: Rich Muller

If to FBCTRA: Fort Bend County Toll Road Authority
c/o The Muller Law Group PLLC
202 Century Square Boulevard

Sugar Land, TX 77478
Attn: Rich Muller

If to CAD No. 1: Fort Bend County Assistance District No. 1
301 Jackson Street
Richmond, TX 77469
Attn: President

If to CAD No. 9: Fort Bend County Assistance District No. 9
301 Jackson Street
Richmond, TX 77469
Attn: President

If to the County: Fort Bend County
301 Jackson Street
Richmond, TX 77469
Attn: County Judge

Any Party may designate a different address or manner of delivery by giving at least ten (10) days written notice to the other Parties in the manner provided above.

- d. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. None of the Parties may terminate its duties under this Agreement except in accordance with its provisions.
- e. This Agreement, together with all referenced exhibits, contains the entire agreement between the Parties relating to this Agreement's subject matter and supersedes all prior or contemporaneous agreements, understandings, and commitments between the Parties, whether oral or written, relating to the same. Each Party expressly represents and warrants that no statement, promise, covenant, agreement, warranty, or representation, other than those expressly provided in this Agreement, was made to or relied upon by that Party. This Agreement may only be modified, amended, or terminated in a writing signed by all Parties.
- f. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any resident of any Party.
- g. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.
- h. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.

- i. The provisions of this Agreement are severable, and if any provision of this Agreement shall be declared void, illegal, or unenforceable by any court, administrative agency, or other body having valid jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.
- j. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations, and laws which may be applicable by the United States, the State of Texas, or any other regulatory agency having jurisdiction. The Parties shall comply with all federal, county, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. This Agreement, and all claims arising from or relating to this Agreement, shall be construed, interpreted, and enforced under the laws of the State of Texas, excluding any choice of law rules that would direct the application of the laws of another jurisdiction, and the state courts in Fort Bend County, Texas, shall have exclusive jurisdiction with respect to any disputes arising from or relating to this Agreement.
- k. The Parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to each other, or their duly authorized representatives, for review and inspection at their respective office during the term of the Agreement and for 4 years from the date of completion of work defined under this Agreement, or until any impending litigation or claims are resolved.
- l. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the Effective Date of this Agreement, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- m. The governing body of each Party has authorized its execution and the Agreement has been approved at a duly called and posted meeting, as applicable.

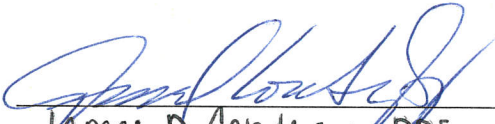
[EXECUTION PAGES FOLLOW]

FORT BEND COUNTY, TEXAS

By: _____
KP George, Fort Bend County Judge

FORT BEND COUNTY TOLL ROAD
AUTHORITY

By:



Name:

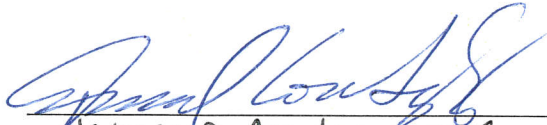
James D. Condrey, DDS

Title:

Board Chairman

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY

By:



Name:

James O. Condrey, DDS

Title:

Board Chairman

FORT BEND COUNTY ASSISTANCE DISTRICT
NO. 1

By: _____
KP George, Fort Bend County Judge

FORT BEND COUNTY ASSISTANCE DISTRICT
NO. 9

By: _____
KP George, Fort Bend County Judge

EXHIBIT A

Direct Connectors

(see attached)

EXHIBIT B

Cost Allocation

(see attached)

Cost Allocation: 99/WPT Direct Connectors

	East to North (\$36,246,000) [Tolled]	West to North (\$10,267,000) [Non-Tolled]
FBCTRA		
Remaining Westpark Bond Funds	\$11,875,000	
2020 Bond Issuance	\$17,504,000	
FBGPTRA		
2020 Bond Issuance	\$6,867,000	
Fort Bend County		
Fort Bend County Emergency Services District 100 Fund		\$7,000,000
Fort Bend County Assistance District No. 1		\$3,000,000
Fort Bend County Assistance District No. 9		\$267,000
Totals	\$36,246,000	\$10,267,000