

STATE OF TEXAS §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR ROADWAY IMPROVEMENTS
2007 MOBILITY BOND PROJECT No. 703

This Interlocal Agreement, authorized by Texas Government Code Chapter 791, made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter called "County," and Katy Independent School District, a body corporate and politic under the laws of the State of Texas, acting by and through its Board of Trustees and Superintendent, hereinafter called "KISD".

RECITALS:

WHEREAS, in 2007 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities ("Mobility Projects") that are funded in part by the state or federal government; and

WHEREAS, it is the mutual benefit of KISD and the County to extend Falcon Landing Boulevard from Spring Green Boulevard to Gaston Road and Gaston Road from Falcon Landing Boulevard to 2300 feet north of Falcon Landing Boulevard, including intersection improvements at Greenbusch Road. The construction shall consist of two (2) twenty-four (24) foot wide concrete curb and gutter paving sections with storm sewers from Spring Green Boulevard to Gaston Road including the intersection and on Gaston Road from Falcon Landing Boulevard to 2300 feet north of Falcon Landing Boulevard including a two (2) 24 foot wide divided roadway for Greenbusch Road to accommodate a left turn lane for a future signal and detention facilities located on the (High School No. 7 site or Kings Lake site) property; and

WHEREAS, the Project must be substantially complete and available for public use by July 1, 2013; and

WHEREAS, construction of the Project will improve traffic flow/circulation and drainage in the service area, and such project is desired by KISD and the County.

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

1.
DEFINITIONS

- 1.01 ***KISD*** means the Katy Independent School District.
- 1.02 ***County*** means Fort Bend County, Texas.
- 1.03 ***Days*** means calendar days
- 1.04 ***Project*** means the extension of Falcon Landing Boulevard from Spring Green Boulevard to Gaston Road and Gaston Road from Falcon Landing Boulevard to 2300 feet north of Falcon

Landing Boulevard, including intersection improvements at Greenbusch Road, as depicted in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.

- 1.05 ***Gaston Road Improvements*** means the extension of Gaston Road from Falcon Landing Boulevard to 2300 feet north of Falcon Landing Boulevard, including intersection improvements at Greenbusch Road. The construction shall consist of two, twenty-four foot wide concrete curb and gutter paving sections with storm sewers.
- 1.06 ***Greenbusch Road Improvements*** means the construction of a twenty-four foot wide divided roadway to accommodate a left turn lane for a future signal.
- 1.07 ***Falcon Landing Improvements*** means the extension of Falcon Landing Boulevard from Spring Green Boulevard to Gaston Road. The construction shall consist of two, twenty-four foot wide concrete curb and gutter paving sections with storm sewers.

II.

INCORPORATION OF RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

III.

KISD RIGHTS AND OBLIGATIONS

3.01 KISD shall be responsible for the administration, management and all fees associated with the engineering and surveying for the design of the Project in accordance with all applicable state and federal laws.

3.02 KISD shall submit the plans for the Project to the County Engineer for review in accordance with the 2007 General Obligation Bond requirements for the Project.

3.03 KISD shall be responsible for the construction costs, including storm sewer and paving improvements, for the Gaston Road Improvements. At the time of execution of this Agreement, the parties agree that the construction costs for the Gaston Road Improvements are estimated at \$1,648,274.10. KISD shall forward to the County the amount of \$1,648,274.10, plus any contingencies, within ten (10) days following the County's award of a construction contract for construction of the Gaston Road Improvements.

3.04 In the event that 100% of the construction costs for the Gaston Road Improvements exceed the amount in Section 3.03 above, the additional funds shall be the sole responsibility of KISD and KISD shall forward to the County the difference within thirty (30) days following KISD's receipt of notice and itemized accounting.

3.05 In the event that the construction costs for the Gaston Road Improvements are less than the amount in Section 3.03 above, the difference shall be reimbursed to KISD by the County within sixty (60) days of substantial completion of the Project.

3.06 During the work on the Project, KISD may review the documents, maps, plats, records, photographs, reports, and drawings pertaining to the Project and may inspect the work in progress,

provided that it does not interfere with the work. KISD and its authorized representatives shall have the right to review and audit all books, records, vouchers, and documents of whatever nature related to the Project during the period of performance of this Agreement and for three (3) years thereafter or for so long as there exists any dispute or litigation arising from this Agreement.

3.07 KISD shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by KISD shall be addressed by the County; however, the County Engineer shall decide and determine any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement by any contractor. The County Engineer's decision shall be final.

IV. COUNTY OBLIGATIONS

4.01 The County shall be responsible for the construction costs, including storm sewer and paving, for the Greenbusch Road Improvements. At the time of execution of this Agreement, the parties agree construction costs for the Greenbusch Road Improvements are estimated at \$178,752.00.

4.02 In the event that 100% of the construction costs for the Greenbusch Road Improvements exceed the amount in Section 4.01 above, the additional funds shall be the sole responsibility of the County.

4.03 The County shall be responsible for obtaining approval from the Fort Bend County Municipal Utility District No. 158 (hereinafter referred to as "MUD 158") for drainage between Greenbusch Road and Karen Lane. The County shall further be responsible for any regarding of ditches for the Project to flow toward the MUD 158 ditch, including an inlet and storm sewer connection.

4.04 The County is responsible for the administration and management of the construction phase of the Project, and completion of the Project in accordance with all applicable state and federal laws.

4.05 The County shall be responsible for accomplishing all utility adjustments associated with the Project.

4.06 After approval of the plans provided by KISD, the County shall advertise for bids or proposals for the Project in accordance with the approved drawings and specifications.

4.07 Upon receipt and tabulation of the bids or proposals for the Project, the County will determine the bid or proposal which provides the best value for the construction of the Project and notify KISD of the amount of such bid or proposal.

4.08 The County shall award the contract to the bidder who submits the bid or proposal of best value in accordance with the usual and customary procedures of the County and the Texas statutes. It is expressly agreed and understood that the County reserves the right to reject any and all bids or proposals. In such event, the County, in its discretion, may either re-advertise for bids pursuant to the same understanding with regard to rejection of bids or terminate this Agreement as hereinafter provided. The County's determination of the bidder who submits the bid or proposal of best value for the Project shall be final and conclusive.

4.09 The County acknowledges and agrees that the KISD's sole obligation under this Agreement during the construction of the Project is to contribute funding for the costs of the Project to the extent stated in this Agreement, and KISD has not assumed any responsibility for the actual construction of the

Project or the performance of the work other than the contribution of funds as provided herein and all engineering and surveying services.

4.10 Upon substantial completion of the Project, but not later than sixty (60) days following substantial completion, the County shall furnish KISD with a full accounting of the funds expended on Project.

4.11 The Project must be substantially complete and available for public use by July 1, 2013. In the event the County is unable to perform or shall be delayed in the performance of any of the terms and provisions of this Agreement as a result of unusual and extreme weather conditions, then, and in any such event, such inability or delay shall be excused, and the time for completing the affected portions of the Project (and the entire Project, if applicable) shall be extended for such reasonable period of time as the delay has affected the performance of the Project hereunder.

V.

KISD AND COUNTY OBLIGATIONS

5.01 KISD and the County shall be jointly responsible for drainage costs for the storm sewer from the Gaston Road/Falcon Landing intersection to the Municipal Utility District No. 185 storm water detention facility. KISD and the County shall be responsible for drainage based on a two (2) year frequency storm manhole-to-manhole segment. At the time of execution of this Agreement, the parties agree that the drainage costs for the Gaston Road/Falcon Landing intersection are estimated at \$100,000. KISD shall forward to the County the amount of \$50,000 within thirty (30) days of KISD's receipt of notice from the County.

5.02 KISD and the County shall be jointly responsible for construction of the Falcon Landing Improvements, including paving and storm sewer improvements. At the time of execution of this Agreement, the parties agree that KISD's estimated pro-rata share of construction cost shall be \$764,802.28 and the County shall be responsible for \$500,341.22, of the Falcon Landing Improvements, plus any contingencies. KISD shall forward to the County the amount of \$764,802.28 within ten (10) days following the County's award of a contract for construction of the Falcon Landing Improvements. The County shall be responsible for obtaining monetary donations from developers other than KISD for construction of the Falcon Landing Improvements. In the event the County is unable to secure monetary donations from developers, KISD and the County shall be jointly responsible for all costs associated with the Falcon Landing Improvements, notwithstanding the foregoing, in no event shall KISD's pro-rata share exceed forty percent (40%) of the total costs of construction for the Falcon Landing Improvements.

5.03 KISD and the County shall be equally responsible for the traffic signal construction at the intersection of Gaston Road/Falcon Landing Boulevard. At the time of execution of this Agreement, the parties agree that the engineering and construction costs for the signal are estimated at \$200,000. KISD shall forward to the County the amount of \$100,000 for the signal within ten (10) days of the County's award of contract for installation of the signal. KISD and the County agree that a traffic signal construction at the intersection of Falcon Landing and Gaston Road shall not be required and will not commence until a signal is warranted by a current traffic study.

5.04 KISD shall be responsible for \$25,000 for Project coordination fees and the associated cost of the improvements set forth in Sections 5.02 and 5.03. KISD shall forward to the County the amount of \$25,000 for Project coordination fees within thirty (30) days following execution of this Agreement. The County shall be responsible for the remainder of Project coordination costs in the amount of \$75,500, to include right-of-way document preparation, topography survey of Greenbusch Road and MUD 158

drainage connection, construction activities, coordination of right-of-way acquisition, interlocal/developer agreements and utility relocations.

5.05 KISD and the County agree that this Agreement was prepared to memorialize each party's responsibility with respect to estimated Project costs, and that all cost obligations herein shall be paid from the current funds of the responsible party.

5.06 In the event the traffic signal costs exceed the amounts as stated in Section 5.03, KISD and the County shall be responsible for any overages on an equal basis. KISD shall forward to the County KISD's share of any overage within thirty (30) days following KISD's receipt of notice and itemized accounting. In the event such costs are less than the amounts contributed by KISD, KISD shall be entitled to its share of excess funds, including interest.

5.07 KISD and the County agree that should future traffic studies determine traffic signals are necessary at the Gaston Road/Greenbusch Road and Falcon Landing/Evening Canyon intersections, KISD shall pay to the County, in the manner described in Section 5.03 above, KISD's pro-rata share of the costs to construct those traffic signals as determined by the traffic studies.

5.08 Notwithstanding any provision of this Agreement, if after the County receives bids for the construction of the Project and if the construction costs exceed the construction estimates provided herein, the District shall be responsible for actual construction costs and shall forward the balance of the District's share of the Project within thirty (30) days of receipt of notice from the County.

VI. RIGHT OF WAY

KISD authorizes the County to use KISD-owned right-of-way, if any, upon which the Project is to be constructed and KISD-owned right-of-way, if any, immediately adjacent to the same for the purpose of constructing the Project.

VII. MAINTENANCE

Upon completion of the Project, the County shall maintain that portion of the Project within its jurisdiction.

VIII. TERM AND TERMINATION

8.01 This agreement shall commence upon execution of County, and shall terminate upon County's final inspection and acceptance of the Project.

8.02 Either party may terminate the Agreement, without cause, at any time prior to the letting of the contract for construction of the Project, by written notice to the other party, and neither party shall have further obligation hereunder except that the County must return to KISD any funds theretofore paid hereunder to the County by KISD.

8.03 All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to

the respective other party at the address prescribed hereinbelow or at such other address as the other party may have theretofore prescribed by notice to the sending party.

Address for notice shall be as follows:

Katy Independent School District:

Attn: Superintendent
Katy ISD
6301 South Stadium Lane
Katy, Texas 77494
281.396.6000

Fort Bend County:

Attn: County Judge
Fort Bend County
301 Jackson Street
Richmond, Texas 77469
281.342.3411

IX.
ASSIGNMENT

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

X.
NO THIRD PARTY BENEFICIARIES

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

XI.
ENTIRE AGREEMENT

11.01 This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by all parties hereto.

11.02 This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A – drawing of the Project, which is made part of this Agreement.

IN TESTIMONY OF WHICH, this Agreement, in duplicate counterparts, each having equal force and effect of an original, has been executed on behalf of the parties hereto as follow, to-wit:

APPROVED AS TO FORM:

FORT BEND COUNTY

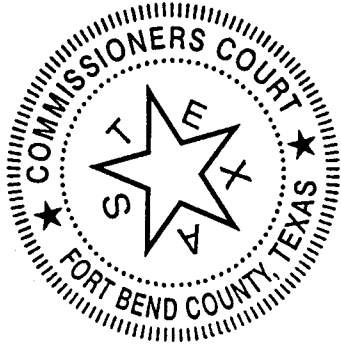
ROY L. CORDES, JR.

County Attorney

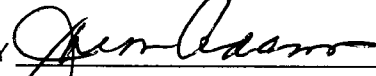
By *Roy Cordes, Jr.*
~~Assistant County Attorney~~

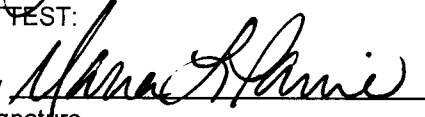
By *Robert Hebert*
ROBERT HEBERT, County Judge 5-1-2012

Attest: *Dianne Wilson*
Dianne Wilson, County Clerk



KATY INDEPENDENT SCHOOL DISTRICT

BY 
JOE ADAMS, President

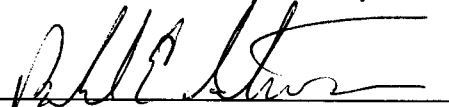
ATTEST:
By 
Signature

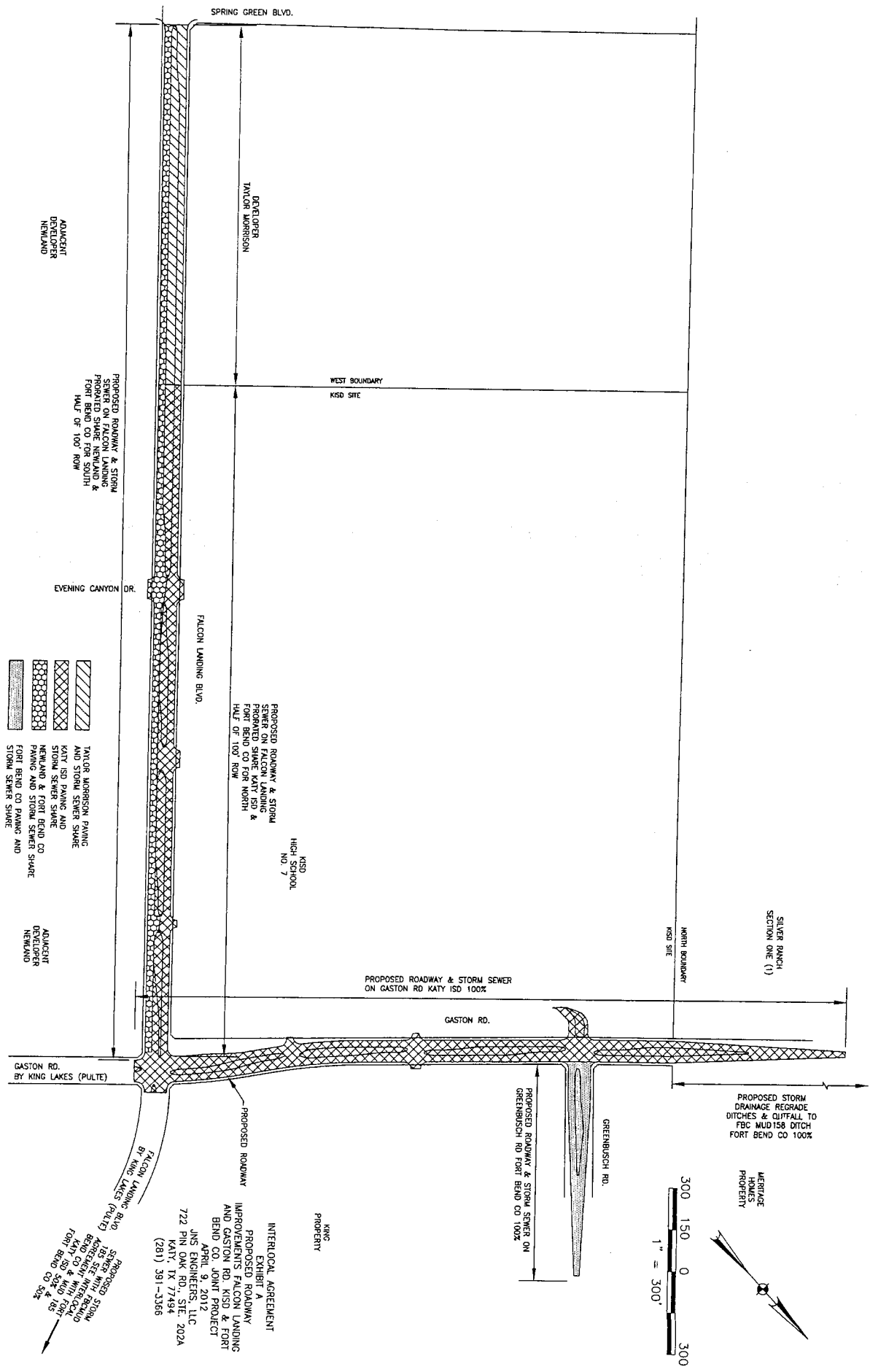
Printed Name Maria L Parrie

Title Secretary for Board Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to accomplish and pay the obligations of Fort Bend County herein.


County Auditor



ADJACENT DEVELOPER NEWLAND

SPRING GREEN BLVD.

DEVELOPER
TAYLOR MORRISON

WEST BOUNDARY
KISD SITE

PROPOSED ROADWAY & STORM SEWER ON FALCON LANDING & FORT BEND CO FOR SOUTH HALF OF 100' ROW

EVENING CANYON DR.

FALCON LANDING BLVD.

PROPOSED ROADWAY & STORM SEWER ON FALCON LANDING & FORT BEND CO FOR NORTH HALF OF 100' ROW

KISD
HIGH SCHOOL
NO. 7

NORTH BOUNDARY
KISD SITE

SILVER RANCH
SECTION ONE (1)

PROPOSED ROADWAY & STORM SEWER ON GASTON RD KATY 150 100%

GASTON RD.

GASTON RD.
BY KING LAKES (PULTE)

FALCON LANDING BLVD.
BY KING LAKES (PULTE)

PROPOSED ROADWAY

INTERLOCAL AGREEMENT
EXHIBIT A
PROPOSED ROADWAY IMPROVEMENTS FALCON LANDING AND GASTON RD. KISD & FORT BEND CO. JOINT PROJECT
APRIL 9, 2012
JNS ENGINEERS, LLC
16411, TX 77484
(281) 391-3366

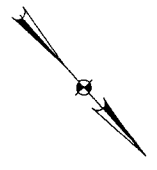
KING
PROPERTY

PROPOSED ROADWAY & STORM SEWER ON GREENBUSH RD FORT BEND CO 100%

GREENBUSH RD.

PROPOSED STORM DRAINAGE REGRADE DITCHES & OUTFALL TO FBC MUD 158 DITCH FORT BEND CO 100%

MERITAGE
HOUSES
PROPERTY



- TAYLOR MORRISON PAVING AND STORM SEWER SHADE
- KATY ISD PAVING AND STORM SEWER SHADE
- NEWLAND & FORT BEND CO PAVING AND STORM SEWER SHADE
- FORT BEND CO PAVING AND STORM SEWER SHADE

PROPOSED STORM SEWER WITH REGRADE DITCHES & OUTFALL TO FBC MUD 158 DITCH FORT BEND CO 100%