

STATE OF TEXAS §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR STORM SEWER IMPROVEMENTS
(Falcon Landing Boulevard Storm Sewer)

This Interlocal Agreement (the "Agreement"), authorized by Texas Government Code Chapter 791, is 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, (the "County") and Fort Bend County Municipal Utility District No. 185, acting by and through its Board of Directors ("FB 185").

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 one of those mobility projects is the extension of certain storm sewer improvements, more particularly described or illustrated on Exhibit "A" attached hereto; (the "Storm Sewer Project") in connection with the extension of Falcon Landing Boulevard; and

WHEREAS, in accordance with the terms as set out below, FB 185 will construct the Storm Sewer Project for the benefit of both FB 185 and the County, and FB 185 and the County will each pay its pro rata share of the actual costs of constructing the Storm Sewer Project (the "Actual Costs"); and

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

Section 1. 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.

Section 2. Construction of Storm Sewer Storm Sewer Project. FB 185 shall cause the Storm Sewer Project to be designed by Brown & Gay, Inc. (the "Engineer") and constructed as set forth herein. The Storm Sewer Project shall be constructed in accordance with final plans approved by all applicable governmental entities, including the County and FB 185. Following approval of final plans of the Storm Sewer Project, FB 185

will bid and award a contract for construction of the Storm Sewer Project in compliance with applicable laws. The design and construction contract(s) for the Storm Sewer Project shall be entered into between FB 185 and the contractor with a copy provided to the County within thirty (30) days of execution by FB 185.

Section 3. Contribution by the County . Upon the award of the construction contract for the construction of the Storm Sewer Project, the County shall deliver to FB 185 105% of the County's pro rata share of the engineering estimated cost more particularly described in Exhibit "B" (the "Estimated Cost"), to be disbursed only for the Storm Sewer Project. The Actual Cost shall be calculated and itemized by the engineer for FB 185 upon completion of the Storm Sewer Project, and a copy thereof shall be provided to the County with reasonable back-up documentation. After its receipt of the Actual Cost, the County shall have thirty (30) days to pay its pro rata share of the amount by which the Actual Cost exceeds the Estimated Cost. In the event the Actual Cost is less than the Estimated Cost, FB 185 shall refund the County within thirty (30) days the County's pro rata share of the amount by which the Estimated Cost exceeds the Actual Cost.

Section 4. Capacity. FB 185 shall own and maintain the facilities included in the Storm Sewer Project; however, the County and its assigns shall have the right to contribute storm water flow pro rata with the County's financial commitment hereunder.

Section 5. Remedies. In the event of a material breach of this Agreement by a Party hereto, the nondefaulting Party shall have the right to any and all remedies available at law or in equity.

Section 6. Miscellaneous Provisions.

A. Notice. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (iv) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

County: Fort Bend County
Attn: County Judge
Fort Bend County
301 Jackson Street
Richmond, Texas 77469
Telephone 281-342-3411

FB 185: FB 185
Attn: John Cannon
Coats, Rose, Yale, Ryman & Lee, P.C.
3 E. Greenway Plaza, Suite 200
Houston, Texas 77046
(713) 651-0111 Telephone
(713) 651-0220 Fax

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Terminology. The captions in this Agreement are for reference purposes only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

E. Venue. The parties hereto hereby consent that venue of any action brought under this Agreement shall be in Fort Bend County, Texas.

F. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. Provided, however, in the event such provision is of a material nature another provision with as nearly the same tenor, effect and reading, but which is valid, legal and enforceable shall be immediately and automatically added hereto so that no such invalidity, illegality or unenforceability shall result in a materially adverse change in the benefits bargained for by any of the parties hereto.

G. Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

H. Entire Agreement. This Agreement contains the entire agreement between the Parties and no oral statements or prior written matter not specifically incorporated herein shall be of any force or effect. No variation, modification or changes thereof shall be binding on either Party hereto unless set forth in a written document executed by such Parties or a duly authorized agent, officer or representative thereof.

I. Waiver. Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right of any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

J. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

K. Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

L. No Third Party Rights or Remedies. This Agreement is made for the exclusive benefit of those parties expressly provided for herein and not for any third parties. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon any person or entity, other than the parties hereto, any rights or remedies under or by reason hereof.

M. Headings. All paragraph headings contained herein are for convenience only and shall not be deemed to be a part hereof.

N. Amendments. No agreements shall be effective to add to, amend, change, modify, or supplement any of the provisions hereof or the rights granted hereunder in whole or in part unless such instrument is in writing, executed by the

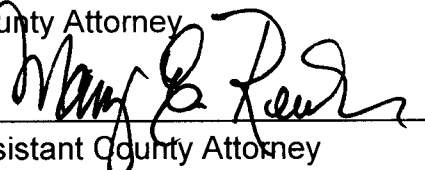
IN TESTIMONY OF WHICH, this Agreement, in duplicate counterparts, each having equal force and effect of an original, has been executed on behalf of the parties hereto as follow, to-wit:

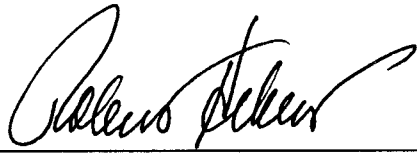
APPROVED AS TO FORM:

FORT BEND COUNTY

ROY L. CORDES, JR.

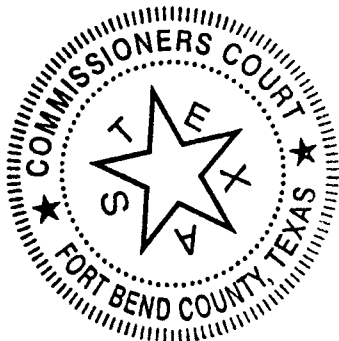
County Attorney

By 
Assistant County Attorney

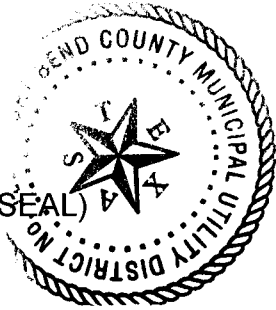
By 
ROBERT HEBERT, County Judge
June 12, 2012

Attest:

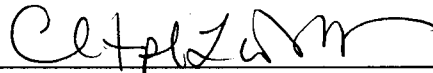

Dianne Wilson, County Clerk



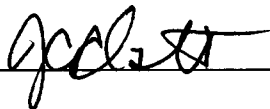
(DISTRICT SEAL)



FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT NO. 185

By: 
President

Attest:

By: 
Secretary

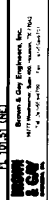
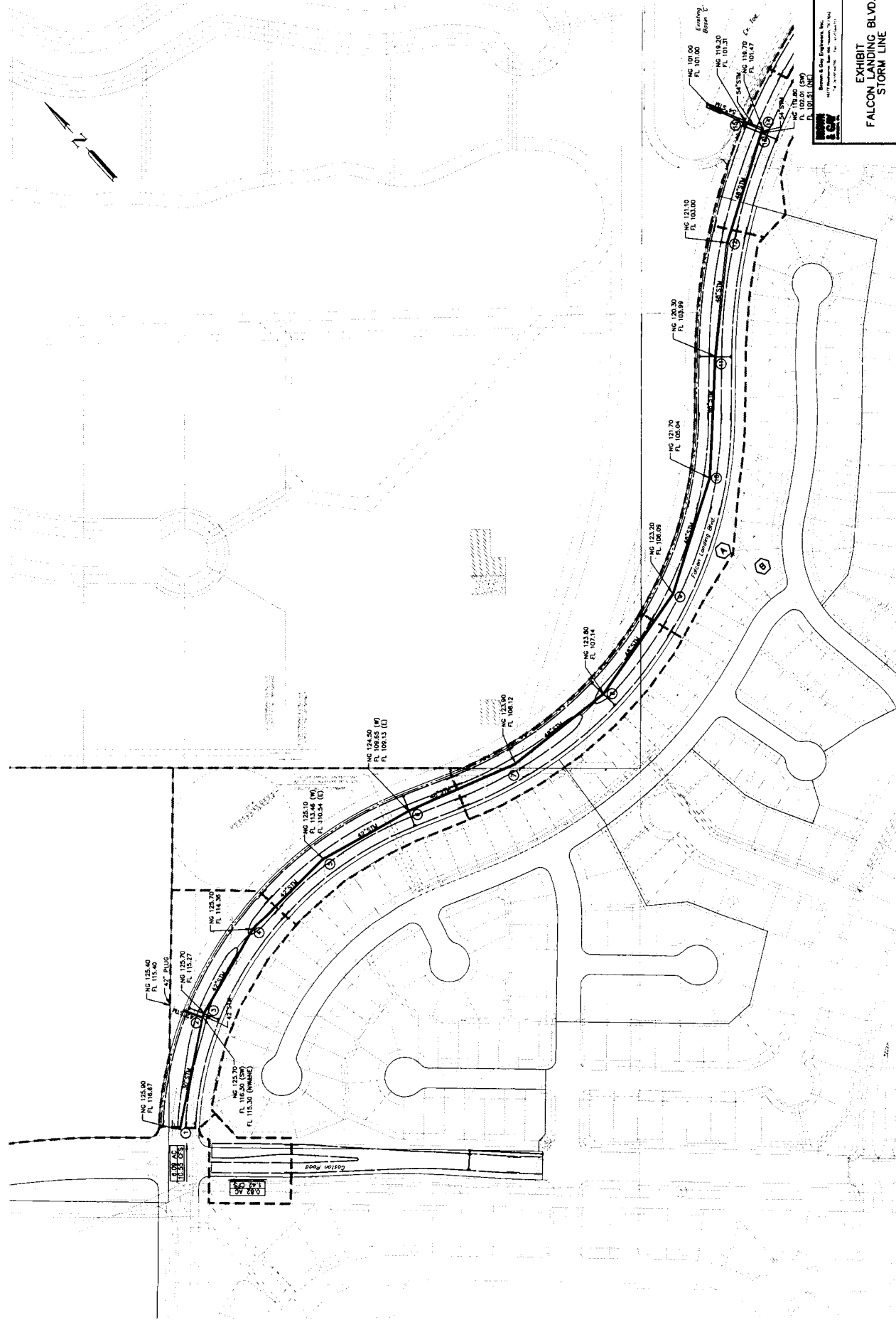
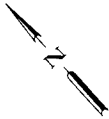


EXHIBIT
FALCON LANDING BLVD.
STORM LINE

tabbles

EXHIBIT

A



Storm Sewer Cost Distribution on Falcon Landing Blvd.

Project: Falcon Landing Blvd
 Job No: 450-00
 By: JWM
 Date: 5/10/2012

X:\Districts\FBCMUD185\Falcon_Landing_Bldv_120604_ENGR\01_Calculations\01_Utillities\00_Pro Rata_Storm_Mar 2012\FB_STM-CALC-PRO-RATA_EXHIBIT.xls\WORKSHEET

From MH	To MH	Flows			Percentage			Storm Pipe			Cost		
		FBC Flows Q	FBCMUD 185 Flows Q	Total Flows Q	FBC (%)	FBCMUD 185 (%)	Total (%)	Length L (LF)	Diameter D (in)	Unit Cost (\$ / LF)	Total Cost (\$)	FBC Cost (\$)	FBCMUD 185 Cost (\$)
B	Plug 1	10.55	1.42	11.97	88%	12%		285	30	\$48.00	\$13,680.00	\$12,057.14	\$1,622.86
B	2	10.55	46.29	56.84	19%	81%		10	42	\$76.00	\$760.00	\$141.06	\$618.94
B	3	10.55	50.38	60.93	17%	83%		245	42	\$76.00	\$18,620.00	\$3,224.04	\$15,395.96
B	4	10.55	50.38	60.93	17%	83%		245	42	\$76.00	\$18,620.00	\$3,224.04	\$15,395.96
B	5	10.55	50.38	60.93	17%	83%		245	42	\$76.00	\$18,620.00	\$3,224.04	\$15,395.96
B	6	10.55	57.12	67.67	16%	84%		288	48	\$97.00	\$27,936.00	\$4,355.32	\$23,580.68
B	7	10.55	57.12	67.67	16%	84%		279	48	\$97.00	\$27,063.00	\$4,219.22	\$22,843.78
B	8	10.55	59.74	70.29	15%	85%		300	48	\$97.00	\$29,100.00	\$4,367.69	\$24,732.31
B	9	10.55	59.74	70.29	15%	85%		300	48	\$97.00	\$29,100.00	\$4,367.69	\$24,732.31
B	10	10.55	59.74	70.29	15%	85%		300	48	\$97.00	\$29,100.00	\$4,367.69	\$24,732.31
B	11	10.55	63.59	74.14	14%	86%		284	48	\$97.00	\$27,548.00	\$3,920.04	\$23,627.96
B	12	10.55	63.59	74.14	14%	86%		284	48	\$97.00	\$27,548.00	\$3,920.04	\$23,627.96
B	13	10.55	65.04	75.59	14%	86%		10	54	\$128.00	\$1,280.00	\$178.65	\$1,101.35
B	14	10.55	65.04	75.59	14%	86%		48	54	\$128.00	\$6,144.00	\$857.51	\$5,286.49
B	15	10.55	65.04	75.59	14%	86%		92	54	\$128.00	\$11,776.00	\$1,643.56	\$10,132.44
B	Out												
SUBTOTAL PIPE											\$286,895.00	\$54,067.74	\$232,827.26
*MISC. COSTS (10%)											\$28,689.50	\$5,406.77	\$23,282.73
TOTAL PIPE											\$315,584.50	\$59,474.52	\$256,109.98

Manhole Size (1 EA)	Unit Cost (per MH)	Cost					
		Total Cost (\$)	FBC Cost (\$)	FBCMUD 185 Cost (\$)			
-	-	\$0.00	\$0.00	\$0.00			
18" - 42"	\$1,566.00	\$1,566.00	\$290.66	\$1,275.34			
18" - 42"	\$1,566.00	\$1,566.00	\$271.15	\$1,294.85			
18" - 42"	\$1,566.00	\$1,566.00	\$271.15	\$1,294.85			
18" - 42"	\$1,566.00	\$1,566.00	\$271.15	\$1,294.85			
48" - 72"	\$2,788.00	\$2,788.00	\$434.66	\$2,353.34			
48" - 72"	\$2,788.00	\$2,788.00	\$434.66	\$2,353.34			
48" - 72"	\$2,788.00	\$2,788.00	\$418.46	\$2,369.54			
48" - 72"	\$2,788.00	\$2,788.00	\$418.46	\$2,369.54			
48" - 72"	\$2,788.00	\$2,788.00	\$418.46	\$2,369.54			
48" - 72"	\$2,788.00	\$2,788.00	\$396.73	\$2,391.27			
48" - 72"	\$2,788.00	\$2,788.00	\$396.73	\$2,391.27			
48" - 72"	\$2,788.00	\$2,788.00	\$389.12	\$2,398.88			
48" - 72"	\$2,788.00	\$2,788.00	\$389.12	\$2,398.88			
48" - 72"	\$2,788.00	\$2,788.00	\$389.12	\$2,398.88			
SUBTOTAL MANHOLES					\$34,144.00	\$5,189.62	\$28,954.38
*MISC. COSTS (10%)					\$3,414.40	\$518.96	\$2,895.44
TOTAL MANHOLES					\$37,558.40	\$5,708.58	\$31,849.82

Total Storm Sewer Cost - \$353,142.90
 Subtotal FBC Cost - \$65,183.10 (18%)
 Subtotal FBCMUD 185 Cost - \$287,959.80 (82%)
 Total Engineering Cost - \$48,450.00
 Subtotal FBC Cost - \$8,942.90 (18%)
 Subtotal FBCMUD 185 Cost - \$39,507.10 (82%)
 Total FBC Cost - \$74,126.00 (18%)
 Total FBCMUD 185 Cost - \$327,466.90 (82%)

* Note: Miscellaneous construction costs include items such as plugs, extra depth of manholes, utility excavation, spoil disposal, and concrete slope paving at outfall.

