

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This First Amendment to the 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, the County and KISD entered into an Interlocal Agreement on May 1, 2012 ("Agreement") for 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; and

WHEREAS, County and KISD now desire to amend the Agreement to add water and sanitary facilities to serve High School No. 7, as depicted on Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim, and for KISD to pay for all costs including inspection and construction phase services.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, the Agreement is amended as provided below:

- A. KISD shall be solely responsible for all costs associated with the construction of the water line and sanitary force main between the interconnection with Cinco Southwest Municipal Utility District and High School No. 7.
- B. At the time of execution of this Amendment, the parties agree that the construction costs for addition of the water line and sanitary force main are estimated at \$150,000.00. KISD shall forward to the County the amount of \$150,000.00, plus any contingencies, within ten (10) days following the County's award of a construction contract for construction of the Gaston Road Improvements.
- C. In the event that 100% of the construction costs for the water line and sanitary force main exceeds \$150,000.00, 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.
- D. In the event that the construction costs for the water line and sanitary force main are less than \$150,000.00, the difference shall be reimbursed to KISD by the County within sixty (60) days of substantial completion of the Project.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this First Amendment and the Agreement, the provisions

of this Amendment shall prevail.

Execution

This First Amendment has been executed by County and KISD upon and by the authority of their respective governing bodies. This Agreement is not effective until executed by County.

APPROVED AS TO FORM:

FORT BEND COUNTY

ROY L. CORDES, JR.

County Attorney

By Mary E. Renda
Assistant County Attorney

By Robert Hebert
ROBERT HEBERT, County Judge
10-9-2012

Attest:

Dianne Wilson
Dianne Wilson, County Clerk

KATY INDEPENDENT SCHOOL DISTRICT

BY Rebecca Fox
REBECCA FOX, President

ATTEST:

By Henry Dibrell
Signature

Printed Name Henry Dibrell

Title Secretary

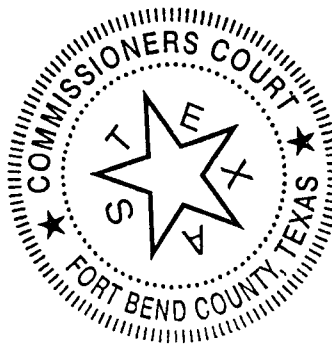
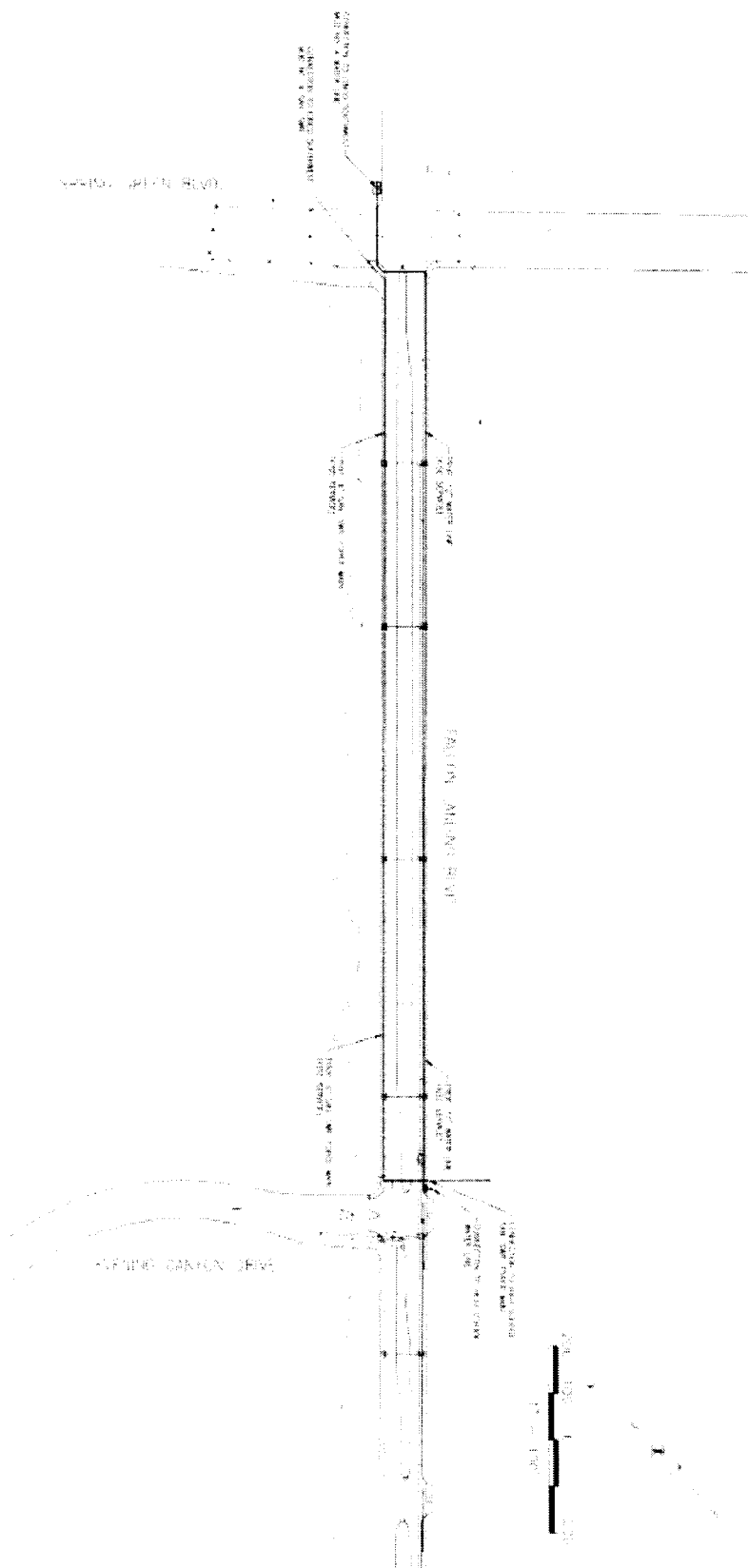


EXHIBIT A



MERICAL APPROVAL
SHEET 6
AGREED WITH MR. CARL
HENDRICKS, CHAIRMAN,
AND
RAY AND FRED AND LO
JAN HENRY.
AUGUST 17, 2012.

JOS PHILLIPS, LT
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