

STATE OF TEXAS §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR REIMBURSEMENT FOR ROADWAY
IMPROVEMENTS 2007 MOBILITY BOND PROJECT No. 703-E**

This Interlocal Agreement, authorized by Texas Government Code Chapter 791, made and entered into by and between Fort Bend County, acting by and through its Commissioners Court, hereinafter called "County," and Fort Bend County Assistance District No. 1 ("CAD 1"), acting by and through its Board of Directors, both body corporates and politics under the laws of the State of Texas.

RECITALS:

WHEREAS, in 2007 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allow 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, CAD 1 has been created to fund, among other things, the construction of certain roads within its boundaries; and

WHEREAS, CAD 1 levies a one percent (1%) sales tax and has determined that the expenditure of sales tax funds for the Project (defined herein) serves a public purpose; and

WHEREAS, it is the mutual benefit of the County and CAD 1 to improve the existing Falcon Landing Boulevard by the construction of the northern lanes of approximately 3,600 linear feet of concrete paving and storm sewers to drain the north half of the 100 feet wide right-of-way, (the "Project"); and

WHEREAS, the County previously entered into a Development Agreement to expedite construction and completion of the Project for public use by July 1, 2013; and

WHEREAS, construction of the Project will improve traffic flow/circulation to the new Katy ISD high school and drainage in the service area, and such project is desired by the County and CAD 1.

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

1. Period of the Agreement. This Agreement becomes effective on the date signed by the County and shall remain in effect until the Project is completed and the County has been reimbursed in full.
2. Scope of Work. The scope of the Project shall be limited to the scope authorized by the County and as shown on the attached Exhibit "A", incorporated by reference as if set forth herein verbatim. The scope of the Project is for County to administer and construct the improvements to Falcon Landing Boulevard. The scope includes the design and construction of the Project and any other work necessary to complete the Project.
3. County's Responsibilities.
 - A. County is responsible for the administration and management of the Project and completion of the Project in accordance with all applicable state and federal laws.
 - B. County will incorporate the costs associated with the Project by change order to an existing contract for improvements to Falcon Landing Boulevard with Allgood Constructions.
 - C. Upon completion of the Project, the County shall issue a "Notification of Completion," acknowledging that the Project has been completed.
4. Reimbursement by CAD 1. The Fort Bend County Auditor is hereby authorized to reimburse the County monthly, for Project costs incurred by the County, from available CAD 1 sales tax revenues for a total amount not to exceed \$400,000.00, as shown in Exhibit B, incorporated herein.
5. Maintenance. Upon completion of the Project, the County shall maintain the Project.
6. Entire Agreement. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations 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. Attached hereto are Exhibits A and B, which are made part of the Agreement.
7. Termination of this Agreement. This agreement is not subject to termination prior to completion and reimbursement of the Project. Upon completion of the Project and full reimbursement to the County for this Project, this Agreement shall be terminated.

8. Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

APPROVED AS TO FORM:

FORT BEND COUNTY

ROY L. CORDES, JR.

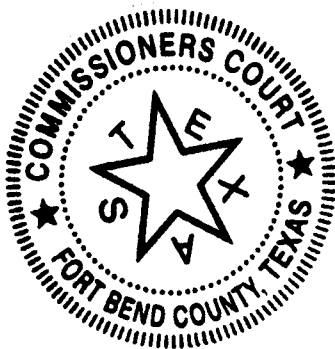
County Attorney

By Nancy D. Jones
Assistant County Attorney

By Robert Hebert
ROBERT HEBERT, County Judge

Attest:

Dianne Wilson
Dianne Wilson, County Clerk



FORT BEND COUNTY ASSISTANCE
DISTRICT NO. 1

By Robert Hebert
ROBERT HEBERT, County Judge

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to accomplish and pay the obligations of Fort Bend County Assistance District No. 1 herein. Not to exceed \$400,000.00

Ed Sturdivant
Ed Sturdivant, County Auditor

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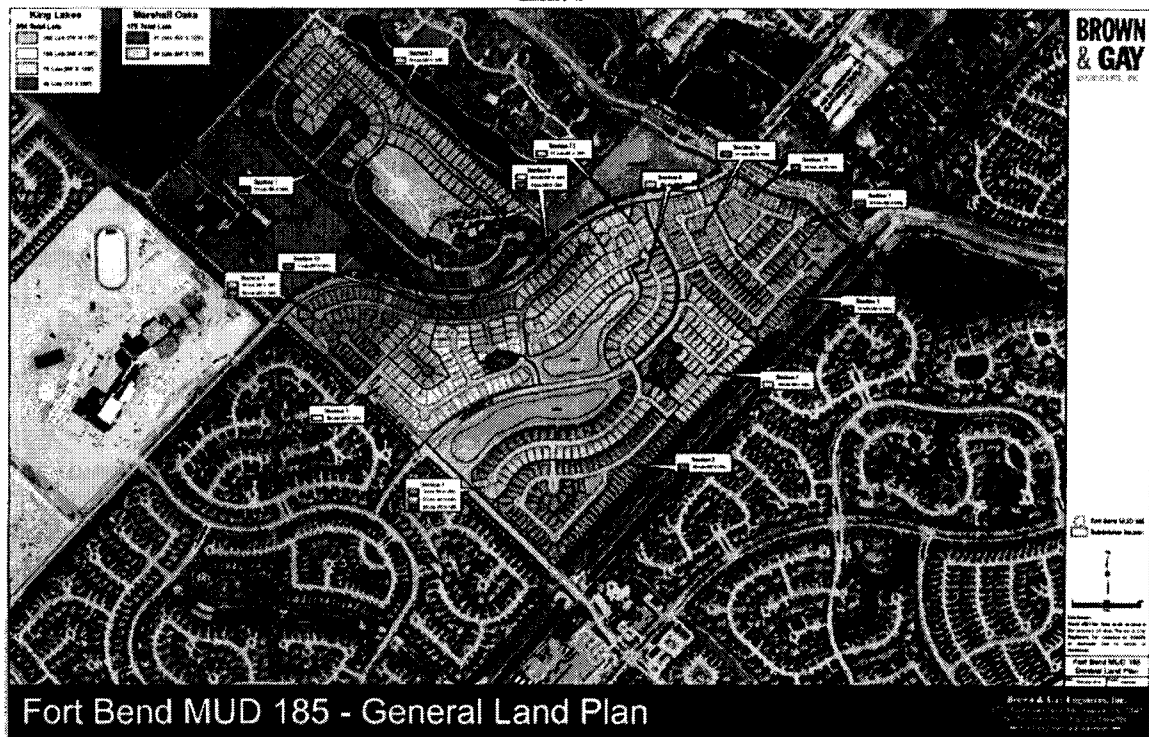


EXHIBIT B

ESTIMATED PROJECT COSTS, DEVELOPER'S ESTIMATED PRORATION AND
ESTIMATED REIMBURSEMENT BY CAD 1

(a)	Estimated Construction Cost	\$421,711.92
(b)	Engineering and Design Cost	\$25,500.00
(c)	Total Estimated Project Cost	\$447,211.92
(d)	Contingency	<u>\$20,000.00</u>
(e)	Total Estimated Project Cost (w/contingency)	\$467,211.92
(f)		
(g)	Estimated Proration (527 LF of 3,562 LF)	x 0.148
(h)	Estimated Developer's Contribution	\$69,147.36
	Estimated Reimbursement by CAD 1 (e) – (h)	\$398,064.56