

INTERLOCAL CONTRACT
(Multi-Jurisdictional Development)

1. PARTIES

- 1.1 Parties. The Parties to this Interlocal Contract are **Harris County** (HARRIS COUNTY), on behalf of Harris County Public Infrastructure Department (PID PERMITS OFFICE), and **Fort Bend County** (FORT BEND COUNTY), in the State of Texas. This Interlocal Contract is entered into pursuant to Chapter 791 Interlocal Cooperation Contracts Act of the Texas Government Code in order to increase the efficiency and effectiveness of local government.

2. PURPOSE

- 2.1 Description. This interlocal agreement shall apply only to the proposed multiple-building, 210-unit senior housing development called Watercrest at Katy, located at 200 Katy Fort Bend Rd, and covering a large site that is within both Harris County and Fort Bend County jurisdictions. Each County is an Authority Having Jurisdiction (AHJ).

3. PID PERMITS OFFICE'S REPRESENTATIONS

- 3.1 Applicable Expertise. PID PERMITS OFFICE and the person executing this Agreement on behalf of PID PERMITS OFFICE certify and represent that PID PERMITS OFFICE (including PID PERMITS OFFICE's agents, employees, volunteers, and subcontractors as applicable) possess(es) the skills, qualifications, expertise, experience, education, knowledge, ability, and financial resources to perform all services and/or deliverables contemplated in this Agreement without significant disruption of those deliverables.
- 3.2 This Section is intentionally left blank.

4. SCOPE OF WORK/SERVICES AND DELIVERABLES

- 4.1 Specific Project, Program, work, products, services, licenses and/or deliverables. PID PERMITS OFFICE shall provide the work, products, services, licenses and/or deliverables required to be provided by PID PERMITS OFFICE and as set out in this Agreement and in **Attachment A and all other referenced attachments**, which is/are attached and incorporated in this Agreement (all together referred to as the Project/Program).

5. ADDITIONAL AND SPECIAL REQUIREMENTS

- 5.1 This Section is intentionally left blank.
- 5.2 DISCRETION OF FORT BEND COUNTY. Any person or entity that is legally required to obtain a permit from FORT BEND COUNTY, may instead obtain the corresponding permit from HARRIS COUNTY instead and comply with all HARRIS COUNTY regulations. However, PID PERMITS OFFICE shall be at all times acting under the authority of FORT BEND COUNTY for activities located in FORT BEND COUNTY jurisdiction. In addition, FORT BEND COUNTY Commissioners Court may at any time overrule any decision made by HARRIS COUNTY Commissioners Court regarding all activities located in FORT BEND COUNTY jurisdiction, and FORT BEND COUNTY Commissioners Court has the authority to make any decisions it deems appropriate in the first instance regarding all activities located in FORT BEND COUNTY jurisdiction.

6. AMOUNT OF COMPENSATION AND BASIS FOR PAYMENT

- 6.1. Funding and Appropriations Limit. HARRIS COUNTY understands that FORT BEND COUNTY has initially appropriated nothing to discharge liabilities that FORT BEND COUNTY will incur arising out of this Agreement BECAUSE FORT BEND COUNTY has no payment obligations under this Agreement.
- 6.2. This Section is intentionally left blank.
- 6.3. Payments/Compensation. For and in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement and during the term of this Agreement, subject to the limitations in this Agreement, FORT BEND COUNTY shall pay HARRIS COUNTY nothing to HARRIS COUNTY from FORT BEND COUNTY, but HARRIS COUNTY shall be compensated by the builder/developer paying the applicable HARRIS COUNTY permit fees.

7. TERM OF THE AGREEMENT

- 7.1 Time Period. The initial time period for performance (term) of this Agreement shall start January 1, 2014 and end November 30, 2017.
- 7.2 Automatic Renewal. Unless either Party gives written notice to the other Party (at least 30 days prior to the expiration date of the currently effective Agreement) of the Party's intent to terminate the Agreement, this Agreement will automatically renew annually by extending the termination date one year from the prior term's end date, upon the same terms and conditions as are provided for in this Agreement.

8. TERMINATION PROVISIONS

- 8.1 Termination Without Cause. At any time prior to the expiration of this Agreement, any Party may terminate this Agreement without cause by giving 30 days written notice to the other parties, specifying the effective end date. PID PERMITS OFFICE is authorized to give notice for HARRIS COUNTY. Upon the termination's effective date, PID PERMITS OFFICE shall discontinue all services and any subcontracts in connection with the performance of this Agreement.

9. IMMUNITY

- 9.1 No Waiver of Governmental Immunity. Neither Party waives any immunity or defense on behalf of itself, its employees or agents as a result of the execution of this Agreement.

10. MISCELLANEOUS

- 10.1 Notices to FORT BEND COUNTY. Any notice (or **billing invoice**) required or permitted to be given by HARRIS COUNTY or PID PERMITS OFFICE to FORT BEND COUNTY may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Robert E. Sturdivant
County Auditor
Fort Bend County
301 JACKSON ST
RICHMOND TX 77469-3108
Email: sturdob@co.fort-bend.tx.us

- 10.2 Notices to HARRIS COUNTY. Any notice required or permitted to be given by FORT BEND COUNTY to HARRIS COUNTY may be given by hand delivery, facsimile, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

John R. Blount, P.E.
Director, Architecture and Engineering Division
Harris County Public Infrastructure Department
1001 Preston, 7th Fl.
Houston TX 77002

WITH A COPY OF THE NOTICE TO:

The Harris County Auditor
1001 Preston St Ste 800
Houston TX 77002
auditor@co.harris.tx.us

- 10.3 Receipt of Notice. Such notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.
- 10.4 Change of Address. Either party may change its address for notice by giving the other party 10 days prior written notice specifying the new address.
- 10.5 Exhibit List. The following attachments are a part of this Agreement.
- Exhibit A: Scope of Services from Harris County PID
Exhibit B: Plat with location of proposed development
- 10.6 Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, **this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature.** This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- 10.7 Signatory Authorized to Execute Agreement. The person executing this Agreement on behalf of each Party represents that he or she is duly authorized by the policy of the party's governing body to execute this Agreement on behalf of the party.

HARRIS COUNTY

By: _____
Ed Emmett (date)
County Judge

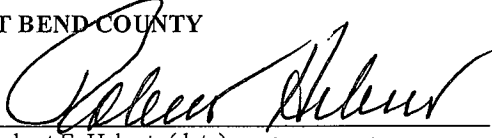
APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney

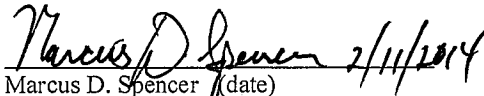


By: _____
Clyde Raymond Leuchtag
Assistant County Attorney

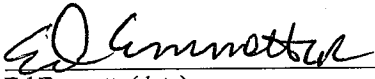
FORT BEND COUNTY

By: 
Robert E. Hebert (date) 2-11-2014
County Judge

APPROVED AS TO FORM:

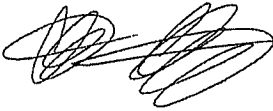

Marcus D. Spencer (date) 2/11/2014
Assistant Fort Bend County Attorney

HARRIS COUNTY

By: 
Ed Emmett (date)
County Judge

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney


By: _____
Clyde Raymond Leuchtag
Assistant County Attorney

FORT BEND COUNTY

By: _____
Robert E. Hebert (date)
County Judge

APPROVED AS TO FORM:

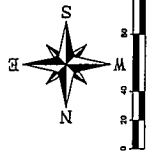
Marcus D. Spencer (date)
Assistant Fort Bend County Attorney

Attachment A

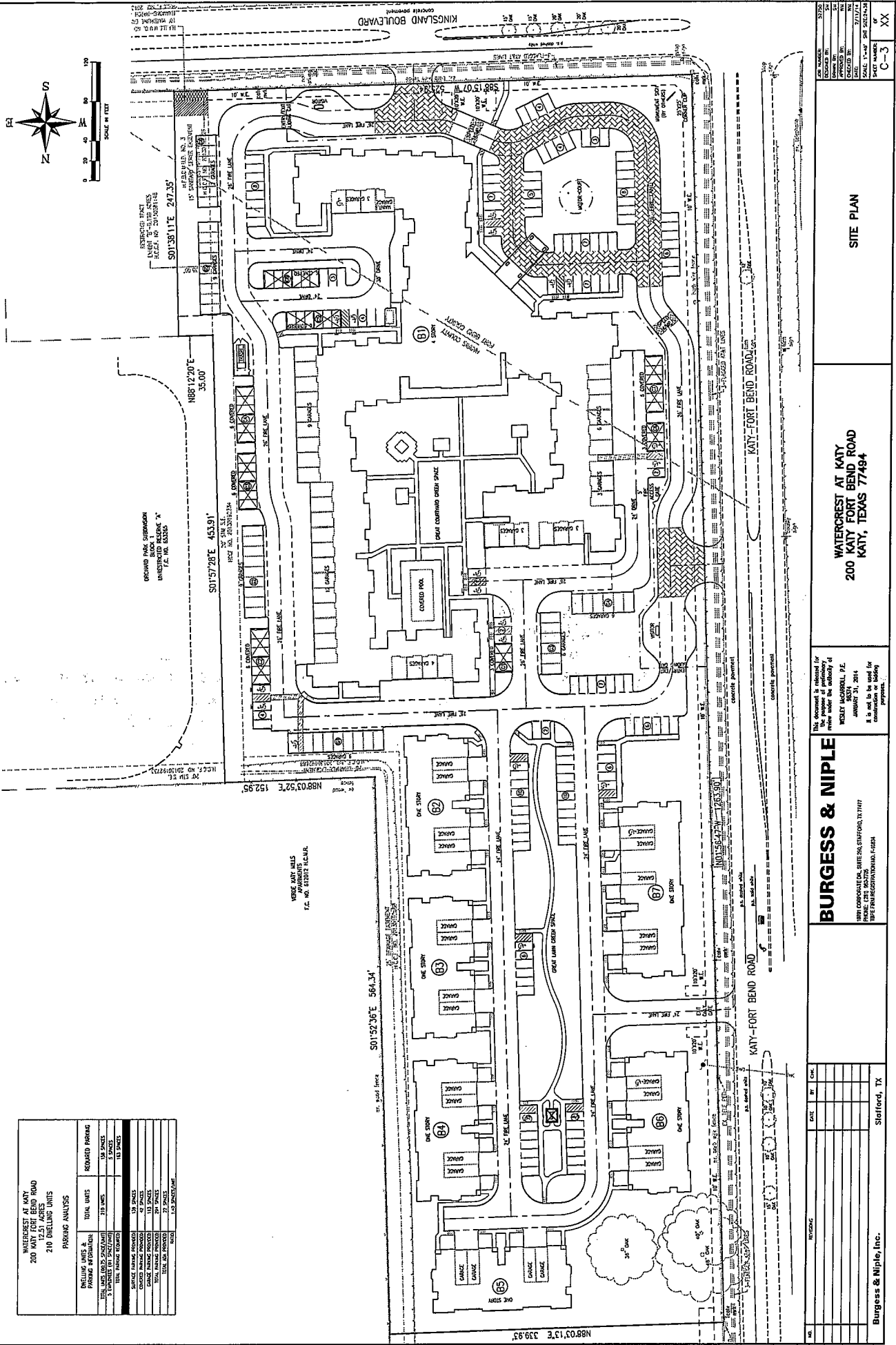
PID PERMITS OFFICE shall issue permits for site development for portions of project that are within Harris County, to comply with current Harris County floodplain regulations.

PID PERMITS OFFICE shall issue permits for construction of all buildings and installation of all fire protection systems for entire project, regardless of the building's location, to comply with Harris County Fire Code.

PID PERMITS OFFICE shall inspect all buildings and fire protections systems, and issue certificates of compliance (CofC) to satisfy current Harris County Fire Code regulations.



WATERCREST AT KATY 200 KATY FORT BEND ROAD 2.51 ACRES 210 DRELLING UNITS PRELIM ANALYSIS			
INCLUSIVE UNITS & PRELIM ANALYSIS	TOTAL UNITS	REQUIRED PARKING	
TOTAL UNITS (DRELLING UNITS)	210 UNITS	18 SPACES	
5 DRELLING UNITS (DRELLING UNITS)	5 UNITS	4 SPACES	
SPACE PARKING PROVIDED	18 SPACES		
COVERED PARKING PROVIDED	4 SPACES		
TOTAL PARKING PROVIDED	22 SPACES		
TOTAL, NO PARKING	27 SPACES		
NOTED	1.02 SPACES/UNIT		



WATERCREST AT KATY 200 KATY FORT BEND ROAD KATY, TEXAS 77494			
BURGESS & NIPLE			
THIS DOCUMENT IS PREPARED FOR THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF BURGESS & NIPLE, INC.			
BURGESS & NIPLE, INC. 1000 CORPORATE DRIVE, SUITE 200, STAFFORD, TX 77477 PHONE: (281) 557-7777 FAX: (281) 557-7777 E-MAIL: INFO@BURGESSANDNIPLE.COM			
SHEET NUMBER C-3 OF XX			

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Fort Bend County, Texas, met in regular session at its regular term at the Fort Bend County Courthouse in the City of Richmond, Texas, on Feb. 11, 2014, with all members present except .

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING THE INTERLOCAL CONTRACT BETWEEN HARRIS COUNTY AND FORT BEND COUNTY FOR MULTI-JURISDICTIONAL DEVELOPMENT

Commissioner Meyers introduced an order and moved that Commissioners Court adopt the order. Commissioner Prestage seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
Robert Hebert	County Judge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Richard Morrison	Commissioner, Precinct 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grady Prestage	Commissioner, Precinct 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Andy Meyers	Commissioner, Precinct 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
James Patterson	Commissioner, Precinct 4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried, and this order was duly and lawfully adopted. The order adopted as follows:

IT IS ORDERED that the County Judge is authorized to execute the attached Agreement between Harris County and Fort Bend County for Multi-Jurisdictional Development. The attached Agreement may be executed with an electronic or facsimile signature.

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on FEB 11 2014, with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING THE INTERLOCAL CONTRACT BETWEEN HARRIS COUNTY AND FORT BEND COUNTY FOR MULTI-JURISDICTIONAL DEVELOPMENT

Commissioner MORMAN introduced an order and moved that Commissioners Court adopt the order. Commissioner Lee seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. El Franco Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jack Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried, and this order was duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is authorized to execute the attached Agreement between Harris County and **Fort Bend County** for **Multi-Jurisdictional Development**. The attached Agreement may be executed with an electronic or facsimile signature. The Harris County Public Infrastructure Department is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioner's Court

FEB 11 2014

APPROVE m/l
Recorded Vol. _____ Page _____