

AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDED AND RESTATED INTERLOCAL PROJECT AGREEMENT AMONG FORT BEND COUNTY, SIENNA PLANTATION MANAGEMENT DISTRICT, AND THE CITY OF MISSOURI CITY, TEXAS, FOR MAINTENANCE OF CERTAIN TRAFFIC SIGNALS WITHIN SIENNA PLANTATION

This FIRST AMENDED AND RESTATED INTERLOCAL PROJECT AGREEMENT AMONG FORT BEND COUNTY, SIENNA PLANTATION MANAGEMENT DISTRICT, AND THE CITY OF MISSOURI CITY, TEXAS, FOR MAINTENANCE OF CERTAIN TRAFFIC SIGNALS WITHIN SIENNA PLANTATION (hereinafter referred to as "Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), acting through its governing body, Fort Bend County Commissioners Court, SIENNA PLANTATION MANAGEMENT DISTRICT (hereinafter referred to as "District"), a special district created by Chapter 3829 of the Special District Local Laws Code, acting through its governing body, Sienna Plantation Management District Board of Directors, and the CITY OF MISSOURI CITY, TEXAS (hereinafter referred to as "City"), a home-rule municipality under the laws of the State of Texas, acting by and through the City Council of the City of Missouri City.

RECITALS

WHEREAS, the District, the County, and the City entered into a Interlocal Project Agreement Among Fort Bend County, Sienna Plantation Management District and the City of Missouri City, Texas for Maintenance of Traffic Signals on Sienna Parkway, dated August 23, 2011 (the "Original Agreement"); and

WHEREAS, the Original Agreement included the three traffic signals located on Sienna Parkway at its intersections with Steep Bank Trace, Scanlan Trace, and Waters Lake Boulevard, all of which are not within the City limits of the City; and

WHEREAS, the District is placing in service a traffic signal with associated street lights at another intersection inside of Sienna Plantation, outside of the City limits, and inside the County, more adequately described as the intersection of Sienna Ranch Road and Sienna Springs Boulevard ("SRR/SSB Intersection"); and

WHEREAS, the District desires for the traffic signal at SRR/SSB Intersection to be included in City's Intelligent Traffic System (hereinafter referred to as "ITS") to promote the efficient and orderly flow of traffic; and

WHEREAS, District, County and City desire to have the traffic signal at the SRR/SSB Intersection included in City's ITS; and

WHEREAS, County is willing to provide to the City the cost for the replacement of all the signals, structures and control boxes, including the installation cost, in the event of a casualty loss to the usual County standards; and

WHEREAS, District is willing to compensate City for the costs of operating and maintaining all the traffic signals and to provide the incremental cost of replacement of the structures to District's standards that exceed the standard replacement provided by the County; and

WHEREAS, City is willing to include the traffic signal at SRR/SSB Intersection in its ITS, to provide the operation and maintenance of the traffic signal and to oversee the replacement of all damaged or destroyed traffic signal structures; and

WHEREAS, City, District and County believe it is in the best interest of the citizens of Fort Bend County and the City of Missouri City to rescind the Original Agreement and replace it with this Agreement.

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

ARTICLE I PURPOSE

The purpose of this Agreement is to provide reasonable compensation for the operation, maintenance and replacement of the three traffic signals located on Sienna Parkway at its intersections with Steep Bank Trace, Scanlan Trace, and Waters Lake Boulevard and the one traffic signal and associated street lights at SRR/SSB Intersection (collectively, the "traffic signals") and to provide cost sharing in the event of damage to or destruction of such traffic signals, traffic signal structures or equipment.

ARTICLE II TERMS

This Agreement shall be effective on the date the last party executes this Agreement and shall terminate upon annexation by City of the area in which the traffic signals are located.

ARTICLE III COUNTY'S RIGHTS AND DUTIES

3.01 In the event of the damage or destruction of the traffic signal structures, or part thereof, of the signal boxes, or of any other parts of the traffic signals not the result of usual wear and tear, County shall pay to City a sum equal to the replacement cost of

the equivalent traffic signal structures, signal boxes, or other damaged or destroyed parts of the traffic signals and associated street lights normally utilized by County and the installation cost thereof or should perform such replacement and installation itself. Additionally, County shall pay all costs associated with the purchase, establishment and operation of interim traffic signals in the event of such damage or destruction or shall purchase, establish and operate the interim traffic signals itself.

3.02 Payments by County to City hereunder shall only be applied by City to the cost of repairing or replacing the damaged and destroyed traffic signals, traffic signal structures or equipment.

3.03 County will assist in the transfer of the electric service of the signals to the name of the City.

ARTICLE IV CITY'S RIGHTS AND DUTIES

4.01 City shall operate and maintain the traffic signals, traffic signal structures, signal boxes and associated equipment and shall repair and replace any part of the traffic signals, traffic signal structures, signal boxes and associated equipment. Responsibility for maintenance and operation of all signals under this Agreement including an emergency call number shall be visibly displayed at each signal box for public view.

4.02 City shall invoice the District on a monthly basis the amount referenced in Article V.

ARTICLE V DISTRICT'S RIGHTS AND DUTIES

5.01 District shall pay to City within thirty (30) days of receipt of the invoice referenced in Article IV an amount equal to the average monthly operational and maintenance costs of four City ITS program traffic signals (as reflected in the City's adopted budget for the applicable fiscal year), plus the cost of electricity, to operate each traffic signal and street lights, calculated presently at \$400 per traffic signal per month, as reasonable compensation for the operation and maintenance of the traffic signals and the provision of electricity to the traffic signals and street lights.

5.02 In the event of the damage or destruction of the traffic signal structures, or parts thereof, of the signal boxes, or of any other parts of the traffic signals not the result of usual wear and tear, District shall pay to City a sum equal to the cost of replacing the traffic signal structures, signal boxes or other associated equipment of a style or quality in excess of the cost of a traffic signal structures, signal boxes, or other equipment normally utilized by County.

ARTICLE VI
CURRENT REVENUE

Each party understands and agrees that each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to that party.

ARTICLE VII
ADMINISTRATIVE PROVISION

Each party, at its sole cost and expense, and its authorized representatives shall have the right to review and audit all books, records, vouchers and documents of whatever nature related to the other party's performance under this Agreement during the period of performance of this Agreement and for five (5) years thereafter or for so long as there exists any dispute or litigation arising from this Agreement.

ARTICLE VIII
LIABILITY

8.01 By this paragraph, neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution and laws of the State of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein.

8.02 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by the other party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

ARTICLE IX
MISCELLANEOUS

9.01 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.

9.02 If anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.03 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 hereto.

ARTICLE X
NOTICE

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 below 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:

City: City of Missouri City
 1522 Texas Parkway
 Missouri City, Texas 77489
 Attention: Scott R. Elmer, P.E., City Engineer

County: Fort Bend County
 1124-52 Blume Road
 Rosenberg, Texas 77471
 Attention: Marc Grant, Road Administrator

District: Sienna Plantation Management District
 c/o Allen Boone Humphries Robinson LLP
 3200 Southwest Freeway, Suite 2600
 Houston, Texas 77027
 Attention: Angie Lutz

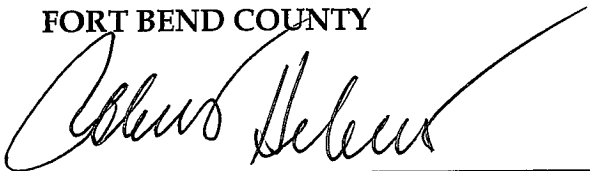
ARTICLE XI
ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modification concerning this instrument shall be of no force and effect unless such modification is made in writing, approved by the governing bodies and signed by all parties hereto.

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 follows:

- a. It has on the 21st day of April, 2014, been executed on behalf of City by the Mayor and attested by the City Secretary of the City of Missouri City, pursuant to authorization of the City Council of the City of Missouri City authorizing such execution.
- b. It has on the 22 day of April, 2014, been executed on behalf of County by the County Judge and attested by the County Clerk of Fort Bend County, pursuant to authorization of the Commissioners Court of Fort Bend County authorizing such execution.
- c. It has on the 1st day of May, 2014, been executed on behalf of District by the President and attested by the Secretary of the Sienna Plantation Management District, pursuant to authorization of the Board of Directors of Sienna Plantation Management District authorizing such execution.

FORT BEND COUNTY



Robert E. Hebert, County Judge

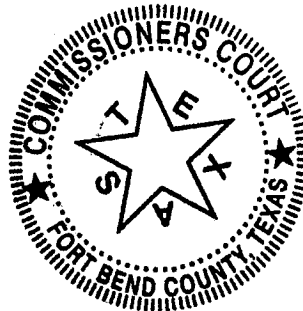
4-22-2014

Date

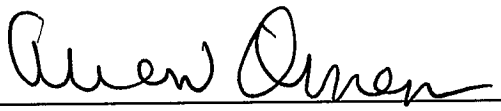
ATTEST:



Dianne Wilson, County Clerk

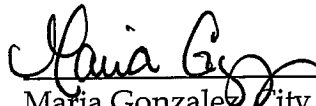


CITY OF MISSOURI CITY, TEXAS


Allen Owen, Mayor

4-21-2014
Date

ATTEST:

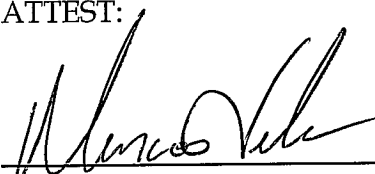

Maria Gonzalez, City Secretary

SIENNA PLANTATION MANAGEMENT DISTRICT


Linda Bell, President

5-1-14
Date

ATTEST:


~~Cody Radley, Secretary~~
MARCOS VELA, ASST SECRETARY