

EVALYN W. MOORE
MAYOR

GLEN GILMORE
JESSE TORRES
COMMISSIONERS

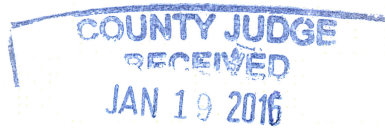
City of Richmond

402 Morton Street
Richmond, TX 77469
(281) 342-5456



January 13, 2016

Attn: Ms. Beth Wolf
Judge Robert E. Hebert
301 Jackson Street
Richmond, Texas 77469



Re: Interlocal Project Agreement – Improve Driving Surfaces to Oak Bend Hospital and Professional Building from US Highway 90A.

Dear Beth,

Please find enclosed the Interlocal Project Agreement referenced above. Only one of the Agreements has been signed by Marc Grant, Fort Bend County Road Commissioner, can you make sure that we receive that one. Please execute and **return one fully executed original to the City of Richmond**, to my attention. Thank you so much for your attention to the document.

Sincerely,



Laura Scarlato

City Secretary
lscarlato@ci.richmond.tx.us

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

INTERLOCAL PROJECT

This Interlocal Project Agreement ("Project Agreement") is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, County, Texas, ("County") a body corporate and politic, by and through its Commissioners Court and the **City of Richmond** ("City"), by and through its City Commission.

In consideration of the foregoing and further covenants, conditions and terms herein, the parties hereby agree as follows:

**I.
BASIC TERMS**

This Project Agreement is entered into pursuant to the terms of the Primary Agreement ("Primary Agreement") previously agreed to by the parties on October 6, 2009. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.

County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

Local Government, by and through its City Commission, hereby affirmatively finds that Local Government is specifically authorized by law to individually and independently construct the Project on its own.

County and Local Government agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

*Return to:
City of Richmond*

COUNTY JUDGE
RECEIVED
JAN 19 2016

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

II. PURPOSE

The purpose of this Project is to improve the driving surface on the entrance to OakBend Hospital and Professional Building from US Highway 90A for a distance of approximately 520 feet.

III. TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2016 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as milling and hauling off old asphalt and overlaying with new asphalt at the OakBend Hospital campus ("Project").

V. PROJECT LOCATION

The location for the Project is OakBend Hospital Campus, 1600 Main Street, Richmond, Fort Bend County, Texas "Project Site"). The project is more particularly described as the entry drive from US Highway 90A, being approximately 32 feet in width (back of curb to back of curb), extending to the south from US Highway 90A approximately 520 feet.

VI. SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 265 equipment hours at \$35.00 per hour, up to 290 man hours of labor at \$15.00 per hour, all material costs and up to \$17,500.00 in cash to Local Government, for a total expenditure not to exceed **\$31,125.00**.

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will schedule its labor and equipment to correspond to County's schedules.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project.

VII. MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

Fort Bend County
Attn: County Judge
401 Jackson, 1st Floor
Richmond, Texas 77469

If to Local Government:

City of Richmond:
Attn: City Manager
402 Morton Street
Richmond, Texas 77469

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VIII.
EXECUTION

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:

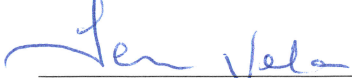
Robert E. Hebert, County Judge

Date

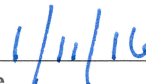
Attest:

Laura Richard, County Clerk

CITY OF RICHMOND:



City Manager, Terri Vela



Date

Attest:



City Secretary, Laura Scarlato

REVIEWED:



Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$31,125.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Robert "Ed" Sturdivant, County Auditor

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