

INTERLOCAL AGREEMENT FOR CONSTRUCTION OF THE STEEP BANK CREEK EROSION REPAIR

This Interlocal Agreement (“Agreement”) is made and entered into as of the 6th day of March, 2019, by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, (the “Drainage District”) and Sienna Plantation Levee Improvement District of Fort Bend County, Texas, a body politic and corporate and a political subdivision of the State of Texas (“SPLID”) (each a “Party” and together, the “Parties”).

RECITALS

The Drainage District owns Steep Bank Creek (the “Creek”), which serves as an outfall drainage outlet for portions of the County.

The Creek has experienced significant erosion from recent storm events in the location shown on **Exhibit A**. This erosion threatens the integrity of SPLID’s North Levee.

The Parties have identified a bank stabilization project (the “Project”) and desire to enter into this Agreement to allocate the responsibilities and financial obligations of the Parties associated with the Project; and

The Parties to this Agreement both find that this Agreement serves a public purpose for each entity; and

For and in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties hereby agree as follows:

AGREEMENT

SECTION 1. DESIGN AND CONSTRUCTION

Section 1.01 Engineering for Plans and Specifications. SPLID’s engineer (LJA Engineering, Inc.) shall prepare plans and specifications for the Project, which shall consist generally of pilings and stabilization material (e.g. rocks or riprap), as generally shown on **Exhibit B**. Prior to construction, the Drainage District shall approve the plans, specifications, and contract documents.

Section 1.02 Construction. The Drainage District realizes the significance of the Project and will start the designed repair work as soon as equipment is available after its approval of the plans and specifications but no later than 120 days after such approval. The Drainage District shall diligently pursue completion of the Project as quickly as possible but estimated to be completed in ninety (90) days. Any foreseen delays of the Project shall be communicated to SPLID immediately. The Drainage District will construct the Project in accordance with the approved plans and specifications. SPLID’s engineer shall provide periodic, on-site inspection during the construction repairs to the Creek to ensure that construction is completed in substantial compliance with the approved plans and specifications.

Section 1.03 Completion of the Project. Upon SPLID's engineer's written certification of completion of the construction repair to the Creek in substantial compliance with the approved plans and specifications and written recommendation of acceptance, SPLID shall accept the repairs conducted at the Creek and provide the Drainage District with a copy of the engineer's written certification of completion.

SECTION 2. PROJECT FUNDING

Section 2.01 Project Costs. "Project Costs" means the cost obligations of SPLID and the Drainage District for the Project.

1. SPLID agrees to pay LJA for all design work associated with the Project.
2. At no cost to SPLID, the Drainage District agrees to use its own manpower and equipment to construct the Project specified in the approved plans and specifications.
3. The Drainage District shall purchase all materials necessary for the Project, which costs will be reimbursed by SPLID after completion of the Project.
4. Upon completion of the Project, SPLID shall reimburse the Drainage District for all material costs incurred during the Project. The Drainage District shall forward an itemized list of materials purchased for the Project to SPLID within 60 days of completion of the Project.

SECTION 3. MISCELLANEOUS PROVISIONS

Section 3.01 Modifications and Provisions. The Parties may not amend this Agreement, except by a written agreement executed by all Parties.

Section 3.02 Liability. The Parties are each governmental entities entitled to the immunities and defenses available to governmental units under state and federal law, except as may be waived by the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, or other applicable law, and each may take all such actions as necessary to avail each of the maximum protection legally available in order to minimize or eliminate any potential loss or liability with respect to the Project. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees or agents as a result of its execution of this Agreement and performance of the covenants contained herein.

Section 3.03 Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

If to the Drainage District: Fort Bend County Drainage District
ATTN: Mark Vogler, P.E.
P.O. Box 1028
1124 Blume Road
Rosenberg, Texas 77471

With a copy to: Fort Bend County
ATTN: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to SPLID: Sienna Plantation Levee Improvement District
ATTN: Rich Muller
202 Century Square Boulevard
Sugar Land, Texas 77478

Section 3.04 Independent Contractor. The relationship of the Parties is that of independent contractors. Neither Party shall be deemed to be the agent, partner, nor fiduciary of the other, and neither is authorized to take any action binding upon the other. The officers and employees of one Party shall not be deemed or construed to the officers or employees of the other Party for any purposes whatsoever.

Section 3.05 Compliance with Laws. SPLID shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, SPLID shall furnish the Drainage District with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 3.06 Applicable Law. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either Party's sovereign immunity.

Section 3.07 Assignment. 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 Parties.

Section 3.08 No Third Party Beneficiaries. The Parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 3.09 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

Section 3.10 Publicity. Contact with citizens of Fort Bend County, media outlets, or governmental agencies by either Party shall be permitted with the express written permission of the other Party, except where required to do so by law.

Section 3.11 Execution. This Agreement has been executed by the Parties upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date of execution by the final Party.

Section 3.12 Availability of Funds. All expenditures made by each Party in fulfilling its obligations hereunder shall be paid only from current revenues legally available to the Party. Each Party agrees that it shall make payments for this Agreement from current revenues available to the Party and that it will not budget or expend funds for other governmental services unless it has current revenues available to make payments for this Agreement.

[EXECUTION PAGES TO FOLLOW]

FORT BEND COUNTY

KP George, County Judge

Date: _____

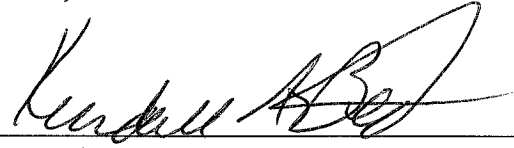
ATTEST:

Laura Richard, County Clerk

Reviewed by:

Mark Vogler, Chief Engineer

SIENNA PLANTATION LEVEE
IMPROVEMENT DISTRICT OF FORT BEND
COUNTY, TEXAS

By: 
President, Board of Directors

Date: 3/6/19

By: 
Secretary, Board of Directors

Attachments:

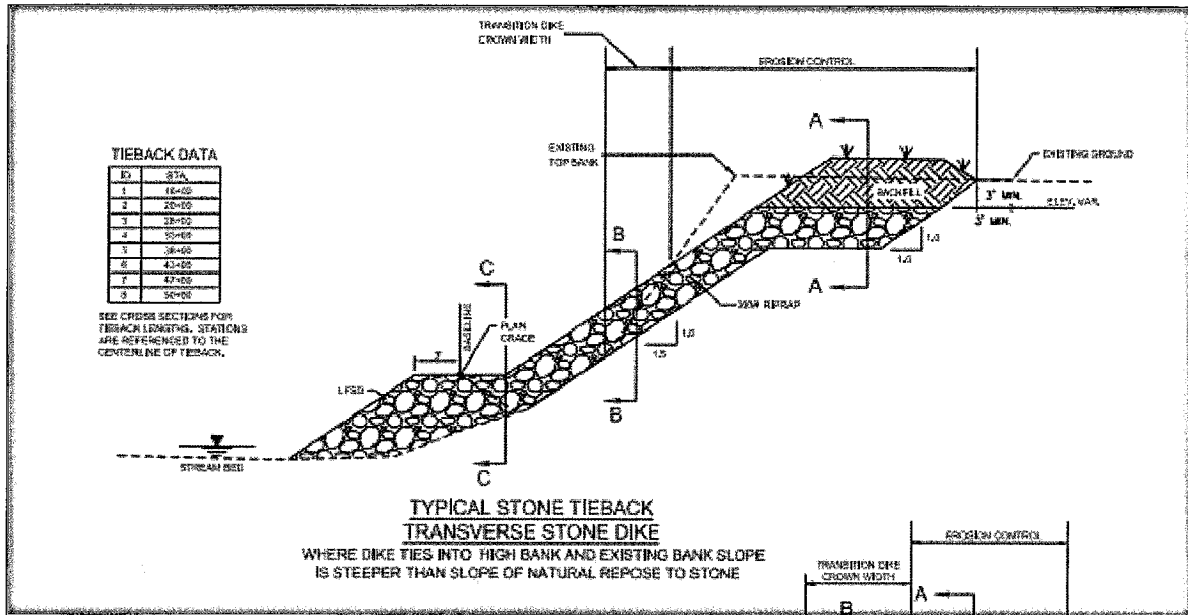
- Exhibit A – Steep Bank Erosion Exhibit
- Exhibit B – Design Options for Erosion Repair

EXHIBIT A



EXHIBIT B DESIGN OPTIONS FOR EROSION REPAIR

OPTION 1:



OPTION 2:

