

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement ("Project Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and Richmond State Supported Living Center ("Facility") a state facility operated by the Texas Department of Aging and Disability Services, an agency of the State, acting by and through its Director of the Facility.

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

I. BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on September 8, 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.

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

County and Facility 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 Facility 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.

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

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

County and Facility 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 Facility.

County and Facility understand and agree that Facility is an Independent Contractor and that at no time will Facility'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 provide assistance with improving road surfaces on two circular driveways.

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, 2020 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 excavating broken asphalt, hauling off and installing crushed concrete and asphalt on two circular driveways. ("Project").

V. PROJECT LOCATION

The location for the Project is at the Richmond State Supported Living Center, 2100 Preston Street, Richmond, Texas. ("Project Site").

VI. SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 210 equipment hours at \$35.00 per hour, up to 140 man hours of labor at \$15.00 per hour, up to \$2,692.50 as an advance for materials, for a total initial expenditure not to exceed **\$12,142.50**.

County shall furnish the labor and equipment necessary to perform its responsibilities under this Agreement for the Project described herein. If necessary, the County shall load any excavated material required by Facility to be moved, onto trucks provided by Facility. County shall also provide appropriate supervisory personnel to direct the operation of the County's equipment and employees.

FACILITY'S RESPONSIBILITIES:

Facility agrees to reimburse county material costs of \$2,692.50 advanced by the County.

At Facility's sole expense, Facility shall furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Facility shall provide appropriate supervisory personnel necessary to coordinate the efforts of County and Facility personnel. Facility shall direct and be solely responsible for the overall Project. Facility shall furnish all necessary materials to the Project Site in a manner that shall be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Facility shall provide sufficient labor and equipment to haul any materials excavated and loaded onto Facility trucks by the County from the Project. The number of trucks furnished by Facility shall be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Facility shall schedule its labor and equipment to correspond to County's schedules.

If necessary, Facility shall, at its sole cost and expense, be responsible for the design of the Project. If necessary, Facility shall furnish to the County plans that establish grades and the size of any channels and any associated structures the County is responsible for constructing. If necessary, Facility shall furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project prior to the commencement of work.

Facility shall obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

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

Facility shall notify County within ten (10) days of the completion of the Project of any complaints that Facility may have regarding the Project. Upon completion of the Project, Facility shall, at its sole expense, be responsible for the maintenance of 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.

Facility agrees: that by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; that 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; that the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; that the approval of this document by the Fort Bend County

Attorneys Office was offered solely to benefit its client; and that Facility 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 which 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 Richmond State Supported Living Center:

Richmond State School
2100 Preston
Richmond, Texas 77469

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

FORT BEND COUNTY:

KP George, Fort Bend County Judge

Date

Attest:

Laura Richard, Fort Bend County Clerk

RICHMOND STATE SUPPORTED LIVING CENTER:

Director

5-7-2020
Date

REVIEWED:

Scott Wiegat
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$12,142.50** to accomplish and pay the obligation of Fort Bend County under this Project Agreement.

Ed Sturdivant, Fort Bend County Auditor