

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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**INTERLOCAL AGREEMENT FOR COUNTY-MANAGED ROAD CONSTRUCTION PROJECT
17211 BELKNAP ROAD**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, by and between Harris County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (“Harris County”), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (“Fort Bend County”). Collectively, Harris County and Fort Bend County may be referred to herein as the “Parties” or the “Counties.”

RECITALS

WHEREAS, Section 791.028 authorizes a local government to contract with another local government to pay jointly all or part of the costs of a road project, including design, construction, acquisition of interests in land required for or beneficial to the road project; and

WHEREAS, the Project, hereinafter defined and contemplated in this Agreement is the construction of roadway improvements that will enhance the traffic flow/circulation and drainage in the service area, and such Project is desired by the Counties; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a public purpose; and

WHEREAS, the Commissioners Court of Harris County finds that the Project contemplated in this Agreement serves a public purpose; and

WHEREAS, the Counties agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the Counties have authorized this Agreement;

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

AGREEMENT

Section 1. Purpose

The purpose of this Agreement is to outline the funding obligations related to the proposed improvements to Belknep Road with portions located in Harris County and Fort Bend County.

Section 2. Definitions

A. **Project** means improvements to Belknap Road, including the replacement of the existing two-lane asphalt road with four-lane concrete boulevard with curb and gutter, from West Bellfort to six hundred linear feet (600 LF) north of the Harris County line.

B. **Eligible Project Costs** means costs, as determined by Fort Bend County and accepted by Harris County, for construction of roadway improvements, Project related drainage facilities, utility and pipeline conflicts, approved traffic control devices, and sidewalks up to five feet (5') wide. Eligible Project Costs shall exclude the extension of Harris County's utilities, design and construction costs related to landscaping, irrigation, lighting, hike and bike trails, oversizing of water, wastewater, and drainage utilities.

Section 3. Incorporation of Recitals

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

Section 4. Fort Bend County's Rights and Obligations

A. Fort Bend County is responsible for completing the design and overseeing the construction of the Project in compliance with the applicable state and federal laws related to the Project. Fort Bend County agrees that any portion of the Project that is located within Harris County will comply with Harris County standards and specifications for like projects. This responsibility shall include the management of the relocation of utilities, including gas, overhead power and telecommunications, and entering into a contract for engineering design and construction project phase services and inspections. The Project has a total estimated cost of \$9,110,000.00, which includes construction right of way acquisition, and engineering. Harris County acknowledges and accepts the fact that Fort Bend County is obligated to follow Chapter 262 of the Texas Local Government Code as it relates to the award of the contract.

B. Fort Bend County shall competitively bid and construct the Project in accordance with approved plans and specifications.

C. During the work on the Project, Fort Bend County shall provide Harris County thirty (30) days to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress. Fort Bend County shall oversee the construction and completion of the Project. Any deficiencies brought to the attention of Fort Bend County by Harris County shall be promptly addressed by Fort Bend County. If the Fort Bend County Engineer determines that the deficiencies are actionable under the terms of the construction contract, Fort Bend County will work with the construction contractor to correct any Harris County identified deficiencies.

D. Fort Bend County may elect to forego construction of the Project at any time. Fort Bend County shall provide written notice to Harris County of its decision to forego construction and refund all amounts provided by Harris County upon thirty (30) days of said notice to Harris County.

E. Upon completion of construction of the Project, but no later than ninety (90) calendar days after final payments to all vendors, Fort Bend County will furnish Harris County with a full accounting of the funds expended on the Project.

Section 5. Harris County's Rights and Obligations

A. Harris County shall, within thirty (30) days of receipt from Fort Bend County, review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress. Any deficiencies brought to the attention of Fort Bend County by Harris County shall be promptly addressed by Fort Bend County. If the Fort Bend County Engineer determines that the deficiencies are actionable under the terms of the construction contract, Fort Bend County will work with the construction contractor to correct any Harris County identified deficiencies.

B. Harris County shall provide the funding for constructing portions of the Project located in Harris County based on unit bids and final quantities as reflected in the full accounting furnished by Fort Bend County. This amount is currently estimated to be Three Hundred Fourteen Thousand Nine Hundred Three and No/Dollars (\$314,903.00).

C. Upon Fort Bend County's award of the construction contract for the Project, Fort Bend County will forward to Harris County a request for payment that includes sufficient detail for Harris County to review the low bidder submittal. Harris County will forward payment to Fort Bend County within thirty (30) days of approval of the construction contract by the Commissioners Court of Fort Bend County and a request from Fort Bend County for payment.

D. Further, Harris County shall be responsible for the acquisition of any and all parcels necessary for construction of the Project located within Harris County, including but not limited to as an approximate 0.0172 acre tract of land located north of Oak Forest Bend Drive, described in Exhibit "A" attached hereto and incorporated herein for all purposes. Harris County will make available for the Project, all right of way, easements and parcels acquired in the vicinity of and necessary for the Project owned, acquired and or controlled by Harris County at no cost to Fort Bend County.

E. Upon completion of the Project and Harris County's receipt of notification from Fort Bend County of such completion, the Counties shall be responsible for reviewing the full accounting and comparing the estimated cost to the actual cost of constructing the Project.

i. If Harris County's payment submitted in accordance with Section 5. B. is less than the actual cost of constructing portions of the Project located in Harris County resulting in a shortage to Fort Bend County, Harris County shall submit the shortage amount to Fort Bend County within sixty (60) days of Harris County's receipt of a notice of such shortage from Fort Bend County.

ii. If Harris County's payment submitted in accordance with Section 5. B. is more than the actual cost of constructing portions of the Project located in Harris County resulting in an overpayment to Fort Bend County, Fort Bend County shall reimburse Harris County the amount of the overpayment within thirty (30) days of Fort Bend County's receipt of a notice of

such overpayment from Harris County.

Section 6. Liability

The Counties are entitled to the immunities and defenses of the Texas Tort Claims Act.

Section 7. Maintenance

Upon completion of the Project, each Party shall maintain that portion of the Project within its own jurisdiction.

Section 8. Limit of Appropriation

Each party paying for the performance of its obligations under this Agreement shall make those payments from current revenues available to that party.

Section 9. Insurance Requirements

County agrees that it will require Contractor’s insurance policies name Harris County as well as Fort Bend County as additional insureds on all policies except for Workers’ Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

- A. Worker’s Compensation in the amount required by law. The policy shall include the All States Endorsement.
- B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).
- C. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

Section 10. 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 party.

Section 11. 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.

Section 12. Notices

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

Fort Bend County:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
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With a copy to: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

Harris County: Harris County Engineering Department
Attn: Weona Dean, Contract Coordinator
1001 Preston Avenue, 7th Floor
Houston, Texas 77002-1893

Section 13. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

Section 14. Execution

This Agreement has been executed by the Counties upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party, remain in effect until September 30, 2021 or until the Project is complete and the obligations under Sections 4 and 5 of this Agreement are fulfilled, whichever is sooner.

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FORT BEND COUNTY, TEXAS

HARRIS COUNTY, TEXAS

KP George, County Judge

Lina Hidalgo, County Judge

Date: _____

Date: _____

ATTEST:


APPROVED AS TO FORM:

Laura Richard, County Clerk

VINCE RYAN
COUNTY ATTORNEY

By: _____
DeAnne A. Lin
Assistant County Attorney
CAO File No.: 19GEN1958

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A