

INTERLOCAL PROJECT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Interlocal Agreement (“Agreement”) is made and entered into by and between FORT BEND COUNTY, TEXAS (the “County”), a political subdivision of the state of Texas, and the CITY OF ROSENBERG (the “Local Government”), a local government or local government corporation established under the laws of the state of Texas. County and Local Government may be collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”), which authorizes local governments to contract with one another to provide governmental functions, mutual aid, and services under the terms of the Act; and

WHEREAS, on or about October 6, 2009, County and Local Government entered into that certain Primary Interlocal Agreement wherein the Parties each agreed to assist the other with certain governmental functions and services on a “project by project” basis; and

WHEREAS, the purpose of this Agreement is to establish the rights and responsibilities of the Parties hereto for certain projects coordinated between County, acting by and through the Fort Bend County Road and Bridge Department, and the Local Government; and

WHEREAS, the project described in this Agreement is a governmental function and service of County and Local Government under the Act; and

WHEREAS, the Parties have determined that said project would be in the best interest of County and Local Government, and to the inhabitants thereof, and would serve a public purpose and benefit; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and mutual benefits, the Parties hereto agree as follows:

1. **Purpose and Project Description.** The purpose of this Agreement is to improve the roadway surfaces of certain Local Government streets and roadways by repairing and/or resurfacing said streets and roadways with Type D asphalt (the “Project”).
2. **Project Location.** The location(s) of the Project is provided on Exhibit “A” attached hereto and incorporated by reference for all intents and purposes (the “Project Site”).

3. Term.

- (A) Unless sooner terminated as provided herein, the Term of this Agreement shall begin on the date of execution by the last Party hereto and shall expire the sooner of 11:59 p.m. of September 30, 2023 or upon completion of the Project.
- (B) This Agreement may be terminated by either Party, with or without cause, upon ten (10) calendar days written notice to the other Party.

4. Rights and Responsibilities of County.

- (A) County, at its sole cost and expense, shall provide the following:
 - (1) Up to 2400 equipment hours at a rate of \$35.00 per hour
 - (2) Up to 2400 man hours of labor at a rate of \$15.00 per hour
 - (3) Up to \$0.00 in materials
 - (4) Up to \$0.00 in compensation, whether for reimbursement or advanced funding, to Local Government
- (B) Except as otherwise determined and agreed to in writing by the Parties under Section 5(B) of this Agreement, County, at its sole cost and expense, shall further provide the following:
 - (1) All labor, equipment, and materials necessary to complete the Project except as provided by Section 5(A) of this Agreement.
 - (2) Appropriate supervisory personnel to coordinate the efforts of County and/or Local Government personnel as necessary.
 - (3) All labor and personnel necessary to load and haul away any debris or excavated materials from the Project Site.
 - (4) All surveys and construction and design plans necessary for the Project.
 - (5) All necessary flagmen, barricades, traffic devices, and traffic control for the Project.
- (C) County's total expenditure for the Project under this Agreement shall not exceed the amount of: One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00).

- (D) County, upon reasonable notice to the Local Government, shall have the right to do all things that, in County's opinion, are reasonably necessary to accomplish and complete the Project, including the parking of trucks, equipment, and/or machinery on Local Government streets or roadways.
- (E) County shall not be liable for any delay of the Project.
- (F) County shall clear away from the Project site any debris generated from the Project and/or any tools, machinery, and equipment used for the Project.
- (G) County shall complete all work for the Project in a good and workman like manner as measured by County's usual and customary practices.

5. Rights and Responsibilities of Local Government.

- (A) Local Government, at its sole cost and expense, shall provide the following:
 - (1) All asphalt and related materials issued through a Local Government Purchasing Order and as required by County for the Project.
- (B) The Parties may determine that Local Government should provide one or more of the items or tasks provided in Section 5(B)(1) – 5(B)(8) as necessary for the Project. If such a determination is made, then Local Government shall provide such item(s) or task(s) at its sole cost and expense as follows:
 - (1) Any labor, equipment, and materials necessary to perform its responsibilities under the Agreement.
 - (2) All appropriate supervisory personnel to coordinate the efforts of County and Local Government personnel.
 - (3) All materials necessary for the Project. Such materials shall be in an amount sufficient to allow County personnel to work in a continuous and uninterrupted manner.
 - (4) All labor and equipment, including any trucks, necessary to load and haul away any debris or excavated materials. Such labor, equipment, and trucks shall be in an amount sufficient to allow County personnel to work in a continuous and uninterrupted manner.
 - (5) All design and construction plans for the Project prior to the commencement of the Project. Such plans shall be provided to County prior to the commencement of the Project and shall include the establishment of any grades, the size of any channels, and any associated

structures the County is responsible for constructing. Such plans shall also include an initial on-ground survey alignment, ditch cross sections, and one (1) or more elevation benchmarks on the Project Site. Such work shall be provided prior to the commencement of the Project.

- (6) Any permits and/or permissions required for the Project, including NPDES or TPDES permits.
 - (7) All personnel necessary to implement the provisions of such permits as required by Section 5(B)6 above.
 - (8) All necessary flagmen, barricades, traffic devices, and traffic control for the Project.
- (C) Local Government, at any time during the term of this Agreement, shall have the right to enter the Project Site and inspect the work performed by County for the Project.
 - (D) Within ten (10) calendar days of completion of the Project, Local Government shall notify County in writing of any complaints regarding the quality of workmanship by County for the Project.
 - (E) Upon the expiration or termination of this Agreement as provided in Section 3 above, Local Government, at its sole cost and expense, shall be responsible for the maintenance and upkeep of the Project.
6. **Availability of Funds.** The Parties to this Agreement represent that funds are available from their respective budgets for the current fiscal year for payment of their respective obligations under this Agreement.
7. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to County: Fort Bend County Road and Bridge Department
Attn: Road Commissioner
201 Payne Lane
Richmond, Texas 77469

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

13. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
14. **Assignment.** Neither Party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.
15. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
16. **Effective Date.** The Effective Date of this Agreement shall be the date this Agreement is signed by the last Party hereto.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
18. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
19. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
20. **Authorization.** This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each Party further represents that, by execution of this Agreement, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.
21. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, LOCAL GOVERNMENT ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

{Execution Pages Follow}

SIGNED AND ENTERED this _____ day of _____, 2023.


FORT BEND COUNTY, TEXAS

KP GEORGE,
COUNTY JUDGE

ATTEST:

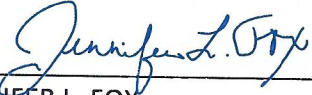
LAURA RICHARD,
COUNTY CLERK

APPROVED AS TO FORM:



SCOTT WIEGHAT,
FORT BEND COUNTY ROAD COMMISSIONER

APPROVED AS TO LEGAL FORM:



JENNIFER L. FOX,
ASSISTANT COUNTY ATTORNEY

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$120,000.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

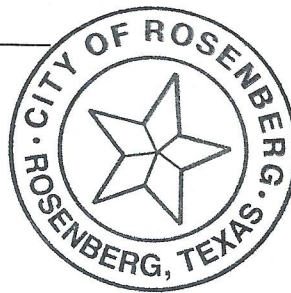
SIGNED AND ENTERED this 2nd day of May, 2023 by Local Government.

CITY OF ROSEMBERG:

By: John Marsh

Name: JOHN MARSH

Title: CITY MANAGER



ATTEST:

By: Danyel Swint

Name: Danyel Swint

Title: City Secretary

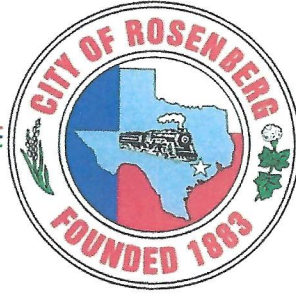
EXHIBIT A

(Follows Behind)

FISCAL YEAR 2022- STREET OVERLAY LIST

District	Street Name	Boundaries From - To	Width	Length
2	Fountains Drive	Inside Seabourne Park	26	2500
2	Wallace Wehring Road	Hwy 36 South to Dead End	24	750
4	Rice Street	Hwy 36 South to West Street	24	1750
4	Elizabeth Avenue	West Street to Walenta Avenue	24	1550
2	West Street	Walger Avenue to Dead End	24	1600
2	Walger Avenue South	West Street to Bamore Road	24	1700
2	James Street	Dallas Avenue to Walger Avenue	24	350
2	Dallas Avenue	1st Street.to Bamore Road	24	3500
2	Houston Street	Avenue H to Avenue K	24	1150
1	Brazos Street	Avenue D to Walnut Avenue	24	775
1	Avenue E	1st Street to 7th Street	24	2200
3	Avenue J	Hwy 36 South to 8th Street	28	2550
3	6th Street	Avenue I to Avenue N	24	1950
1	5th Street	Avenue F to Avenue I	28	1150
3	5th Street	Avenue I to Parrott Street	24	2950
3	2nd Street	Main Avenue to Dead End	24	450
3	3rd Street	Main Avenue to Dead End	24	450
3	3rd Street	Main Avenue to Brooks Avenue	24	480
3	Main Avenue	Hwy 36 South to 4th Street	24	1025
3	Alamo Street	Avenue I to Avenue N	24	1900
2	Damon Street	Avenue F to Old Richmond Road	24	1275
1	Cole Avenue	Avenue H to Avenue I	24	1850
1	Mustang Avenue	Lane Drive East to City Limit	24	1250
4	Leonard Avenue	Jones Street to Junker Street	24	1400
4	Freeway Manor Drive	Airport Avenue to Junker Street	24	1025

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May 3, 2023

Fort Bend County Road & Bridge Department
Attn: Road Commissioner, Scott Wieghat
201 Payne Lane
Richmond, Texas 77469

Re: R-3459 – Interlocal Agreement between the City of Rosenberg and Fort Bend County for improvements to roadway surfaces related to FY2022 Street Overlay List.

Dear Mr. Wieghat

The City Council of the City of Rosenberg approved the referenced agreement at its May 2, 2023 meeting. Attached is a City-executed original. Please return a copy of the fully executed agreement to the City Secretary to the below mailing address or by email to Danyel Swint, dswint@rosenbergtx.gov.

Sincerely,

A handwritten signature in blue ink that reads "Jenny Carranza". The signature is written in a cursive, flowing style.

Jenny Carranza
Acting City Secretary