

RESOLUTION NO. 74-25


A RESOLUTION OF THE CITY OF STAFFORD, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH FORT BEND COUNTY FOR IMPROVEMENTS TO PIKE ROAD AND AUTHORIZING THE MAYOR TO EXECUTE.

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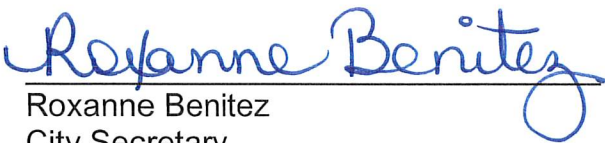
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. The City Council hereby approves the Mayor to execute an Interlocal Agreement with Fort Bend County for improvements to Pike Road in accordance with the terms and conditions in Exhibit A attached hereto and incorporated herein for all purposes.

PASSED, APPROVED, AND RESOLVED this the 5<sup>th</sup> day of November, 2025.

  
\_\_\_\_\_  
Ken Mathew  
Mayor

ATTEST:

  
\_\_\_\_\_  
Roxanne Benitez  
City Secretary

**EXHIBIT A**

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT**

(Pike Road – Project No. 23314)

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 STAFFORD, TEXAS (the “City”), a home-rule municipality. County and City 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, the Parties are each a local governmental entity and are authorized under the Act to provide certain governmental functions, including, but not limited to the provision of road and drainage improvements; and

WHEREAS, in order to improve mobility, County and City desire to improve a portion of Pike Road utilizing funds from the Fort Bend County Mobility Bond Project No. 23314, which funds may only be expended on city streets that are an integral part of or connecting link with county roads or state highways pursuant to Article III, Section 52 (b) and (c) of the Texas Constitution and Section 251.012 of the Texas Transportation Code; and

WHEREAS, the Parties assert that the portion of the roadway(s) to be improved under this Agreement is a part of a city street that is an integral part of or a connecting link with a County road or state highway; and

WHEREAS, County and City have determined it would be in the best interest of County and City, and to the inhabitants thereof, that provisions be made for the improvement of Pike Road in accordance with the terms of this Agreement.

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

1. **Purpose.** The purpose of this Agreement is to outline the funding and project management obligations for the Project.

2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

3. **Definitions.**

(a) “Effective Date” means the date this Agreement is executed by the last signing Party hereto.

(b) “Eligible Project Costs” means the costs, as determined by County in its sole discretion, for construction of the Project including: engineering design and services related to the completion of any Plans, Specifications, and Estimates (“PS&E”) for the Project; Project related drainage facilities; utility and pipeline conflicts; approved traffic control devices; sidewalks up to five feet (5’) wide consistent with current City Infrastructure Standards; and construction related services for such roadway improvements. Eligible Project Costs shall further include resolution of utility conflicts created by construction of Project elements and similar facilities proposed to be part of the Project.

(c) “Non-Eligible Project Costs” shall mean any design and construction costs related to Project enhancements, all upgrades to the Project requested by City, and all other items that do not fall within the definition of Eligible Project Costs (as determined by County) including, but not limited to: landscaping; irrigation; lighting; hike and bike trails; reconstruction of utilities (except utility conflicts created by the construction of Project elements); and oversizing of water, sewer, and drainage facilities.

(d) “Project” means the improvements that are the subject of this Agreement including the improvements to Pike Road as provided in Section 4 below.

4. **Project/ Scope of Work.**

(a) The Parties acknowledge and agree that this Scope of Work represents the general requirements for the Project to facilitate the completion of the design and construction of certain improvements to a portion of Pike Road beginning at Stafford Road and ending at the current Stafford City limit boundary on Pike Road. The Project includes the widening of the existing two (2) lane asphalt roadway with roadside ditches to a three (3) lane, concrete curb-and-gutter roadway. The Project also includes an underground storm sewer system between Stafford Road and Gessner Road at an approximate project distance of 2,400 linear feet.

(b) The Project has been facilitated, managed, and administered by City. City represents that it has taken all reasonable actions to ensure that the Project is constructed in a good and workmanlike manner with all reasonable diligence.

5. **Allocation of Project Costs.**

- (a) County Project Costs: County shall contribute funds for the Eligible Project Costs in an amount not to exceed Two Million and 00/100 Dollars (\$2,000,000.00). Upon City's completion of the Project, City shall furnish County with an invoice showing a full accounting of the funds expended on the Project. Within thirty (30) days of County's approval and acceptance of the invoice and full accounting provided by City, County shall remit payment to City for the Eligible Project Costs due for the work performed and completed on the Project.
- (b) City further understands and agrees that it shall be responsible for the funding of any and all Non-Eligible Project Costs, including the incremental cost of extending or upsizing any water, wastewater, and drainage facilities, if any. Such incremental cost shall be determined by an alternate bid based on different sizes of said water, wastewater, and drainage facilities. County shall notify City in writing as to which enhancements and improvements for the Project constitute Non-Eligible Project Costs. Upon receipt of County's notification, City shall provide written confirmation to County as to the scope of enhancements and improvements determined to be Non-Eligible Project Costs, and shall be responsible for the funding of the same upon receipt of invoice by County.

6. **Administration of County Funds and Limit of Appropriation.**

- (a) The County's sole financial obligation under this Agreement is to provide the funding for the Eligible Project Costs as specified in Section 5 above. The funds provided by the County are from a Mobility Bond initiative and no other funds will be available, regardless and irrespective of any cost overruns or unanticipated expenditures.
- (b) City has been advised by County, and by execution of this Agreement, City understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available for the Project the total maximum sum of \$2,000,000.00 for Eligible Project Costs only. City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that County shall contribute to the Project hereunder, will not under any condition, circumstance, or interpretation hereof exceed \$2,000,000.00 of the Eligible Project Costs.

7. **Appropriation of Funds.** Each Party represents and warrants to the other that, as of the Effective Date of this Agreement, the governing body of each Party hereto has identified, appropriated, and set aside sufficient monies to fund the costs of the Project pursuant to the terms of this Agreement.

8. **Completion of the Project and Ownership/Maintenance of Project Improvements.** The Project has been completed and has been certified as complete following City's final inspection of the Project and approval by City's Engineers. Upon completion of the Project, City, at its sole cost and expense, assumed responsibility for the perpetual maintenance and repairs relating to all improvements constructed for the Project that fall within the City of Stafford city limits. The City's obligations under this Section shall survive termination of this Agreement.
  
9. **Inspection of Books and Records.** City shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of City for the purpose of verifying the work performed for the Project. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, City shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
  
10. **Termination.** This Agreement shall automatically terminate upon the City's completion of the Project in accordance with the terms of this Agreement and the County's payment of its required contribution for the Project. Upon such termination, neither Party shall have any further obligations hereunder, except for those that expressly survive termination.
  
11. **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 Engineering Department Attn: County Engineer 301 Jackson St., 4 <sup>th</sup> Floor Richmond, Texas 77469
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And	Fort Bend County, Texas Attn: County Judge 401 Jackson St, 1 <sup>st</sup> Floor Richmond, Texas 77469
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If to City:	City of Stafford, Texas Attn: Mayor 2610 S Main Stafford, Texas 77477
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12. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes any and all previous agreements, written or oral, pertaining to the subject matter of this Agreement. This Agreement may only be amended or modified by written agreement executed by both Parties.
13. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.
14. **Benefit.** This Agreement shall be for the sole and exclusive benefit of County and City and shall not be construed to confer any benefit or right upon any other party.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
21. **Human Trafficking. BY ACCEPTANCE OF THIS AGREEMENT, CITY 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.**

22. **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.

**FORT BEND COUNTY, TEXAS**

**CITY OF STAFFORD, TEXAS**

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Ken Mathew, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
November 5, 2025  
Date

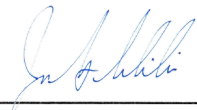
**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

  
\_\_\_\_\_  
Roxanne Benitez, City Secretary

**APPROVED:**

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

**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
Robert E. Sturdivant,  
County Auditor