

16

INTERLOCAL PROJECT AGREEMENT BETWEEN
FORT BEND COUNTY AND THE CITY OF MISSOURI CITY, TEXAS FOR
THE DESIGN COSTS OF EXTENDING VICKSBURG BOULEVARD

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), acting through its governing body, Fort Bend County Commissioners Court, and the CITY OF MISSOURI CITY, TEXAS (hereinafter referred to as "City"), a home-rule municipality under the laws of the State of Texas, acting by and through the City Council of the City of Missouri City.

RECITALS

WHEREAS, the City desires to extend Vicksburg Boulevard between Lake Olympia Parkway and Aldridge Drive, within the city limits of the City (hereinafter called the "Project") in accordance with the terms of this Agreement; and

WHEREAS, the Project is within Fort Bend County; and

WHEREAS, the City seeks monetary assistance from the County for the design costs of Project; and

WHEREAS, the County is willing to provide the total cost of the design of the Project, including overruns, if any, to the City; and

WHEREAS, the City and the County believe it is in the best interest of the citizens of the City of Missouri City and Fort Bend County to enter into this Agreement; and

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

ARTICLE I
PURPOSE

The purpose of this Agreement is to provide for the design costs of the extension of Vicksburg Boulevard between Lake Olympia Parkway and Aldridge Drive within the city limits of the City.

ARTICLE II
TERM

This Agreement shall be effective on the date the last party executes this Agreement and shall terminate upon the completion of the design of the Project.

ARTICLE III
COUNTY'S RIGHTS AND DUTIES

3.01 The County shall provide funds in an amount equal to the total cost of the design costs of the Project, including overruns, if any.

3.02 The estimated cost of designing the Project is \$197,065. The City shall inform the County of the estimated design costs and provide the County with documentation of such estimated design costs. The County Engineer shall provide to the City a written determination indicating whether such estimate is justified. Upon providing to the City the written determination by the County Engineer that such estimated costs are justified, the County shall forward to the City the estimated design costs, not later than the 30th day after the date the City provides documentation of the estimated design costs. Upon receipt of such funds, the City shall enter into an agreement with a third party to design the Project in accordance with County requirements and guidelines.

3.03 Upon receipt of documentation for the remaining balance, if any, of the actual design costs of the Project, the County shall pay to the City an amount equal to the remaining balance of the actual design costs of the Project not later than the 30th day after the date the City provides such documentation.

3.04 Payments by the County to City hereunder shall only be applied by the City to Project costs.

ARTICLE IV
CITY'S RIGHTS AND DUTIES

4.01 The City shall select and negotiate a contract for the design of the Project. The City shall serve as the project manager and shall be responsible for administering the Project's design contract.

4.02 The City shall provide design plans to the County Engineer for review and comment at the 75 percent and the 100 percent design completion stages.

4.03 The determination by City of the portion of said funds needed to meet such obligations shall be conclusive. Upon completion of the design of the Project or termination as provided below, the City shall perform or cause to be performed, a final accounting. The City shall refund to the County any funds provided by the County to the City that were in excess of the actual design cost.

ARTICLE V CURRENT REVENUE

Each party understands and agrees that each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to that party.

ARTICLE VI ADMINISTRATIVE PROVISION

Each party, at its sole cost and expense, and its authorized representatives shall have the right to review and audit all books, records, vouchers and documents of whatever nature related to the other party's performance under this Agreement during the period of performance of this agreement and for five (5) years thereafter or for so long as there exists any dispute or litigation arising from this agreement.

ARTICLE VII LIABILITY

7.01 By this paragraph, neither party waives or relinquishes any immunity from liability, limitation of liability, or defense on behalf of itself, its officers, employees, and agents provided by the Constitution and laws of the State of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein.

7.02 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by the other party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

ARTICLE VIII MISCELLANEOUS

8.01 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.

8.02 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.03 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

8.04 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 hereto.

ARTICLE IX

NOTICE

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address below or at such other address as the other party may have theretofore prescribed by notice to the sending party.

Address for notice shall be as follows:

City: City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489

Attention: Scott R. Elmer, P.E., City Engineer/Director of Public Works

County: Fort Bend County
1124-52 Blume Road
Rosenberg, Texas 77471

Attention: Jesse Hegemier, County Engineer

ARTICLE X
ENTIRE AGREEMENT AND ATTACHMENT


This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modification concerning this instrument shall be of no force and effect unless such modification is made in writing, approved by the governing bodies and signed by all parties hereto.

[EXECUTION PAGE FOLLOWS]

IN TESTIMONY OF WHICH, this agreement, in duplicate counterparts, each having equal force and effect of an original, has been executed on behalf of the parties hereto as follows:

- a. It has on the ____ day of _____, 2010, been executed on behalf of the County by the County Judge of Fort Bend County, Texas, pursuant to an order of the Commissioners Court of Fort Bend County authorizing such execution.
- b. It has on the 6th day of December, 2010, been executed on behalf of the City by the Mayor and attested by the City Secretary of the City of Missouri City, pursuant to authorization of the City Council of the City of Missouri City authorizing such execution.

FORT BEND COUNTY



Robert E. Hebert, County Judge

1-11-2011

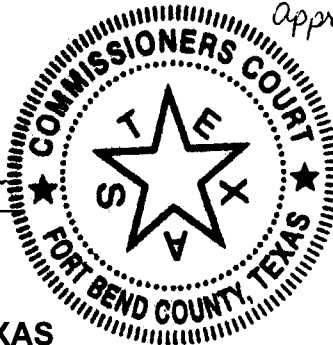
Date

Approved by Court: 12-21-2010

ATTEST:



Dianne Wilson, County Clerk



CITY OF MISSOURI CITY, TEXAS

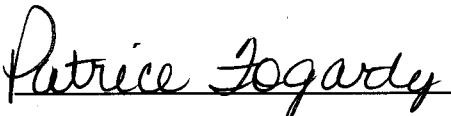


Allen Owen, Mayor

12-6-2010

Date

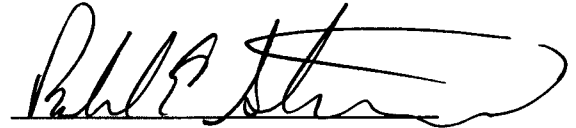
ATTEST:



Patrice Fogarty, City Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of 197,065.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Fort Bend County Auditor