

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR GOLFVIEW DRIVE IMPROVEMENTS
 MOBILITY BOND PROJECT NO. 709**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between the City of Richmond, a municipal corporation and general law city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Commission, ("City"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County").

RECITALS

WHEREAS, in 2007 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities ("Mobility Projects") that are funded in part by the State or federal government; and

WHEREAS, the project contemplated in this Agreement is the street or road improvements for the Golfview Drive Improvements – Mobility Project No. 709 (the Project); and

WHEREAS, Golfview Drive provides important roadway access to the County Justice Center and other County facilities that serve the entire County; and

WHEREAS, the City has requested that funds be transferred from City sponsored projects being Lamar Drive from FM1640 to FM2218 (Mobility Project No. 22) and US90A Overpass (Mobility Project No. 91) to reimburse City portions of the Project;

WHEREAS, construction of the Project will improve traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the parties assert that the Project is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the County and the City have determined that additional benefit can be gained by incorporating outfall drainage and detention for Ransom Road, for the County Justice Center and for other Tracts, as determined by the County and/or the City into the Project; and

WHEREAS, the County has determined that incorporating off-site detention and drainage conveyance capacity for the County Justice Center into the Project regional detention facility benefits the County; and

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

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

WHEREAS, the governing bodies of the City and County 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:

I. **DEFINITIONS**

City means the City of Richmond, Texas.

County means Fort Bend County, Texas.

Project means Golfview Drive including:

- (1) Reconstruction of a two-lane asphalt pavement roadway with open ditch drainage to a concrete curbed street with related storm sewer drainage and City utility relocations. Approximately 2,800 linear feet, Fifty-One and One-Half Percent (51.5%), is located outside of the City Limits within Fort Bend County and approximately 2,700 linear feet, Forty-Eight and One-Half Percent (48.5%) is within the Richmond City Limits; and
- (2) Drainage improvements associated with Golfview Drive (Mobility Project No. 709); outfall drainage improvements for Ransom Road (Mobility Project No. 747); Off-site Drainage Improvements to serve the County Justice Center and other Tracts, as determined by the County and/or the City.

II. **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.

III. **COUNTY RIGHTS AND OBLIGATIONS**

A. The parties agree that County shall be solely responsible for taking all actions necessary to complete the Project in compliance with the engineering plans and specifications prepared under the direction of the County Engineer and approved by City and all applicable state and federal laws. County further warrants that it will timely complete the Project.

B. County shall provide funding for the Project as follows:

- (1) One hundred percent (100%) of the Golfview Project engineering and construction costs; and
- (2) One hundred percent (100%) of the Project drainage costs, including permits related to outfall drainage for Ransom Road (Williams Way), the Justice Center and other tracts as solely determined by County; or
- (3) \$5,800,000.

C. County will provide funding for the Project from the following General Obligations Bonds and from other sources as may be identified by County:

- (1) An amount not to exceed \$5,800,000 from the 2007 General Obligation Bonds for Mobility Projects.

D. County shall advertise for and receive bids for the construction of the Project pursuant to usual and customary procedures for County, in accordance with the plans, drawings and specifications approved by the City Engineer and in compliance with all competitive bidding statutes applicable to County, and shall be responsible for administration of the construction contract.

E. County reserves the right to reject all bids for construction of the Project. In such event, County may either re-advertise for bids in accordance with the approved plans, drawings and specifications or terminate Agreement as provided herein.

F. County shall pay for the adjustment of City owned water lines to complete the Project.

G. County's determinations of the lowest responsible bid for the Project shall be final and conclusive.

H. County agrees to make or cause to be made all changes to the plans, drawings and specifications reasonably requested by City.

I. Upon completion of the Project, but not later than ninety (90) days after the completion, County shall furnish to City with complete documentation and a full accounting of the funds expended on the Project. City may review County's records regarding the Project by providing written notice to County.

J. County agrees to purchase any additional right-of-way required for the Project if such right-of-way is located within the unincorporated portion of Golfview Drive.

IV.

CITY OBLIGATIONS

A. The City's contribution to the Project is as follows:

- (1) Real property identified as 3.295 acres of land lying out of the Fannie Oshman 99.0 acre tract (Volume 273, Page 268, Fort Bend County Deed Records, Instrument No. 1969135015) in the Jane H. Long League, Abstract 55, Fort Bend County, Texas, for the regional detention facility that will serve as drainage for the Project, for the Justice Center and for other public tracts identified by the County and/or the City; and
- (2) \$300,000 previously allocated for Lamar Drive from FM 1640 to FM2218 (Mobility Bond Project No. 22) and
- (3) \$100,000 previously allocated for the US90A Overpass (Mobility Bond Project No. 91).

B. During work on the Project, City shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, City shall not interfere with the work in progress. Any deficiencies noted by City shall be brought to the attention of County and such deficiencies shall be promptly addressed by County.

C. City shall have the right to participate in the final inspection of the Project. At that time, any

deficiencies shall be promptly addressed by County. However, the County Engineer shall have the final determination as to the deficiencies, if any, that require remediation.

D. City shall provide for the transfer of the 3.295 acres to the County by Warranty Deed within thirty (30) days of the City's execution of this Agreement.

E. City shall provide any additional right-of-way required for the Project if such additional right-of-way is located within the City limits.

V. LIABILITY

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

VI. USE OF COUNTY RIGHT-OF-WAY

The City authorizes County to use City-owned right-of-way, if any, upon which the Project is to be constructed and City-owned right-of-way, if any, immediately adjacent to the same for the purpose of constructing the Project.

VII. MAINTENANCE

Upon completion of the Project, each party shall maintain that portion of the Project, including related paving and drainage improvements, adjoining the roadway within its own jurisdiction.

VIII. LIMIT OF APPROPRIATION

A. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the amount of funding stated in paragraph III.A., specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.

B. The 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 the City may become entitled to hereunder and the total maximum amount that the County will reimburse the City hereunder will not under any condition, circumstance or interpretation hereof exceed the amount of funding stated in paragraph III.A.

IX. 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.

X.
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.

XI.
NOTICES

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

City of Richmond
402 Morton Street
Richmond, Texas 77469
281.342.5456
281.232.8626 fax
Attention: City Manager

Fort Bend County
P.O. Box 1449
Rosenberg, Texas 77471
(281) 342-3039
(281) 342-7366 fax
Attention: D. Jesse Hegemier, PE

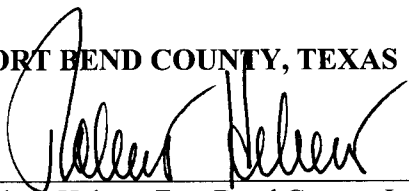
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XII.
ENTIRE AGREEMENT

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.


This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement is not effective until executed by both parties.

FORT BEND COUNTY, TEXAS

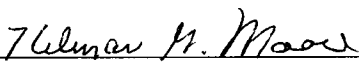

Robert Hebert, Fort Bend County Judge

Date May 10, 2011

ATTEST:


Dianne Wilson, Fort Bend County Clerk

CITY OF RICHMOND

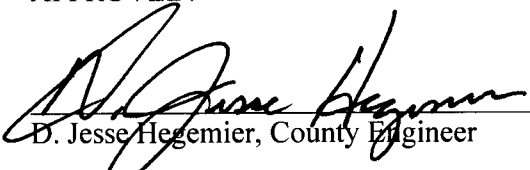

Hilmar G. Moore, Mayor

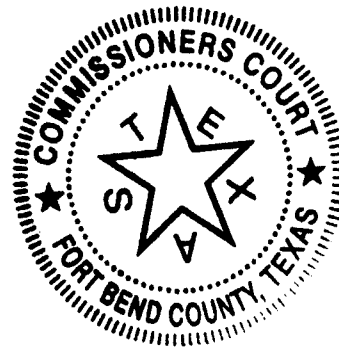
Date: 5/9/11

ATTEST:


Mona Matak, City Secretary

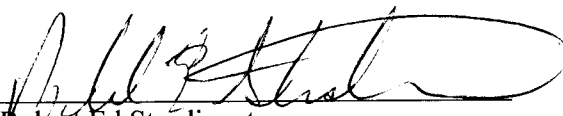
APPROVED:


D. Jesse Hegemier, County Engineer
I:MER/Interlocal/Golfview.3791-709.05042011



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$5,800,000.00 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.


Robert Ed Sturdivant,
Fort Bend County Auditor