

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement (“Project Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, between Fort Bend County, Texas, (“County”) a body corporate and politic, acting by and through its Commissioners Court and the **City of Rosenberg** (“City”) a municipality organized under state law), acting by and through its City Council.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.
BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement (“Primary Agreement”) previously agreed to by the parties on October 6, 2009. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.

County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

City, by and through its City Council, hereby affirmatively finds that City is specifically authorized by law to individually and independently construct the Project on its own.

County and City agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and City affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor City intends for any third party to obtain a right by virtue of this Agreement.

II.
PURPOSE

The purpose of this Project is for the City to provide to County a portion of the local match required by the Texas Water Development Board for a flood protection study involving Gapps Bayou (aka Gapps Slough) watershed which covers a total area of approximately 5,060 acres or 7.9 square miles.

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until the Project is complete.

IV.
PROJECT DESCRIPTION AND LOCATION

The Project contemplated by this Project Agreement consists of a flood protection planning study in the unincorporated area of County and a portion of the incorporated boundary of City. The watershed is partially developed and includes subdivisions of Summer Lakes, Summer Creek, Bridlewood Estates, Royal Lakes Estates, River Mist and River Run at the Brazos. Recent changes in 1% annual chance flood elevations along the Brazos River and the development of modeling data for the Gapps Bayou watershed indicate that existing developments will likely be affected by flooding during these events, and the Project will benefit residents of County and City to endure adequate flood prevention measures are evaluated.

V.
COUNTY'S RESPONSIBILITIES

County has contracted with the Texas Water Development Board ("TWDB") in the amount of \$52,380.00 for the cost of the Project, with TWDB funding the lesser of \$21,238.00 or 40.55% of the Project in the form of a grant. (TWDB Contract No. 1148321286).

Upon completion of the Project, but no later than 90 days after the completion, County shall furnish City with complete documentation and a full accounting of the funds expended on the Project. City may review County's records regarding this Project by providing written notice to County.

VI.
CITY'S RESPONSIBILITIES

City agrees to provide to County the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) for the County to use toward the \$52,380.00 Local Match for the Project.

City shall provide the funding to County within thirty (30) days of City's execution of this Agreement.

VII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to City:


City of Rosenberg
P.O. Box 32
Rosenberg, Texas 77471
Attention: Mayor

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VIII.
EXECUTION

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:



Robert E. Hebert, Fort Bend County Judge

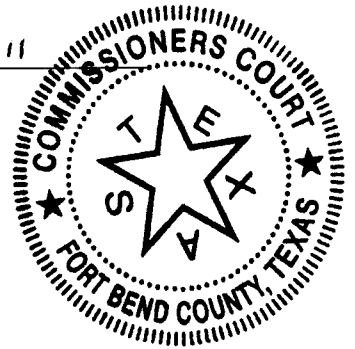
9-27-2011

Date

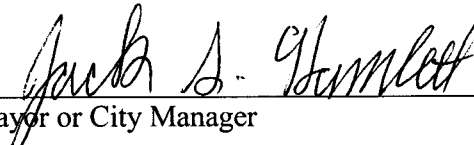
Attest:



Dianne Wilson, Fort Bend County Clerk



CITY OF ROSENBERG:




Mayor or City Manager

8/31/2011

Date

Attest:



City Secretary



THE CITY OF ROSENBERG

ROSENBERG, TEXAS 77471

Check Number: 000147290
Check Date: 09/09/2011
Check Amount: 7,500.00
Invoice Amount 7,500.00

Vendor: Fort Bend County
Vendor No. 4239
Vendor Account No. 000147290
Invoice Number Res R1333
Date 6/21/2011
Description Match for Flood Protection - Gapps Bayou Watershed

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS



AMEGY BANK N.A.
HOUSTON, TEXAS 77227-7459
32-1125-1130

P.O. Box 32
Rosenberg, Texas 77471-0032

000147290

Date 09/09/2011
Amount 7,500.00

Pay: SEVEN THOUSAND FIVE HUNDRED AND XX / 100

To the order of:

Fort Bend County
c/o Honorable Bob Hebert
301 Jackson St, Suite 719
Richmond, TX 77469

Boyer Urant
Bob Hebert

