

THE STATE OF TEXAS       §  
   §  
 COUNTY OF FORT BEND     §

KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT  
 FOR EVALUATION AND ESTABLISHMENT OF QUIET ZONES AT RAILROAD CROSSINGS  
FORT BEND COUNTY, CITY OF RICHMOND, AND CITY OF ROSENBERG, TEXAS**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, by and between the City of Richmond, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Commission, ("Richmond"), the City of Rosenberg, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, ("Rosenberg"), 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"), collectively and individually referred to as the "Parties".

**RECITALS**

WHEREAS, the Parties wish to cooperate with one another to evaluate and establish Quiet Zones at certain railroad crossings shown on Exhibit A, attached hereto and incorporated herein for all purposes, which directly affect adjoining urban, developed, residential areas within or directly adjoining one of the participating cities ("Project"); and

WHEREAS, the Project shall also include the design of the improvements to the railroad crossings necessary to implement the Quiet Zones; and

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

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

WHEREAS, the governing bodies of the Parties have authorized this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the County, Richmond, and Rosenberg contract and agree as follows:

## **AGREEMENT**

### **Section 1. 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.

### **Section 2. Initial Services**

A. As a part of the Initial Services of the Project, as defined herein, County will contract with a qualified transportation consultant ("Consultant") for engineering services to complete an analysis of the Project in conformance with Federal Railroad Administration Quiet Zone guidance, which shall include the following:

1. Sound studies and a determination of the anticipated effectiveness of recommended Quiet Zone solutions;
2. Consideration of existing crossing closures, if requested by the Cities;
3. Identification of areas and circumstances that require the sounding of train horns without regard to established Quiet Zones;
4. Prioritization of Quiet Zone locations;
5. Recommendations related to bundling of Quiet Zones for design and construction;
6. Anticipated Operations and Maintenance requirements and estimated resources;
7. Development of the scope of work for recommended Additional Engineering Design Services required for construction of Quiet Zones at identified locations; and
8. All documentation required for filing the FRA Notice of Intent.

B. The findings of the Initial Services will be presented in a letter report ("Report"). The County and its Consultant will coordinate with the City of Richmond and the City of Rosenberg (collectively, the "Cities") throughout the process of gathering and analyzing of data and distribute a draft of the Report for comments prior to finalization.

C. The final Report, including an executive summary, will be prepared by the Consultant for distribution to the Commissioners Court and the respective governing bodies of the Cities.

### **Section 3. Design Services**

A. Based on the recommendations in the Report, the County will proceed to engage a Consultant for the preparation of the necessary documentation and submittals as required for approval and construction of Quiet Zones at approved locations.

B. Additional Engineering Design Services for each location will be paid from the Parties' contributions set forth in Section 4, below.

C. Design packages will be prepared to allow for flexible implementation of the Quiet Zones at individual and or multiple approved locations.

D. Construction bid packages will be prepared to allow for bundling of various locations to allow for phased implementation of the Quiet Zones as requested by the Parties.

#### **Section 4. Project Funding and Participation**

A. The Parties hereby agree to establish an estimated budget of an amount not to exceed \$400,000.00 to fund the Project. The County, Richmond and Rosenberg will pay one-fourth each and Richmond will pay an additional one-fourth as grantee of The George Foundation and The Henderson-Wessendorff Foundations ("Foundations"), as it is received under its agreements with the Foundations. However, Project funding due from the Parties upon execution of this Agreement shall be limited to \$100,000.00 each. The estimated budget amount and the shares agreed to herein by the parties shall not increase unless done so by written amendment executed by the Parties. The Project costs shall be allocated as follows:

1. Initial Services – the Parties shall pay an equal share of the total cost of the Initial Services; and
2. Design Services – Each Party shall pay for the costs of design for each crossing within its jurisdiction, subject to this Agreement.

B. County will manage the engineering contract for the Initial and Additional Engineering Design Services.

1. Upon completion of the Project, but no later than 60 days after completion, the County will furnish the Cities with a full accounting of the funds expended on the Project.
2. If, after completion of Project and the County's receipt of the funds as stated in Section 4.A. above, there are funds remaining and/or savings from Project, County shall return such funds to Rosenberg, Richmond and Richmond as grantee for the Foundations in proportionate shares within 30 days of Cities' acceptance of full accounting.

C. Project implementation costs, future operating and maintenance costs, and insurance costs, beyond the County commitments under this Agreement, will be the responsibilities of the Cities.

## **Section 5. Reports**

A. The County shall schedule and conduct monthly meetings with the Consultant to receive progress reports on performance of the Initial Services and Design Services. The County shall inform the Cities of the date and time of such meetings. The Cities may send representatives to attend and participate in the meetings.

B. Monthly reports on progress on performance of the Initial Services and Design Services shall be provided to the Cities.

C. An initial draft of the Report, including data collected, findings, and recommendations, will be delivered to the Cities within seventy-five (75) calendar days of the effective date of this Agreement.

D. The final signed and sealed Report required under Section 2.C will be delivered to the Cities within fifteen (15) calendar days of receipt and reconciliation of all City comments provided to the County.

## **Section 6. Period of Agreement**

This Agreement is not effective until executed by the final Party hereto and shall remain in effect until December 31, 2018.

## **Section 7. Limit of Appropriation**

A. Prior to the execution of this Agreement, the Cities have been advised by the County, and the Cities clearly understand and agree, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the amount of one hundred thousand and no/100 Dollars (\$100,000.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.

B. Further, the County and Richmond have been advised by Rosenberg, and the County and Richmond clearly understand and agree, such understanding and agreement being of the absolute essence to this Agreement, that Rosenberg shall have available the amount of one hundred thousand and no/100 Dollars (\$100,000.00) specifically allocated to fully discharge any and all liabilities that may be incurred by Rosenberg for the Project.

C. Further, the County and Rosenberg have been advised by Richmond, and the County and Rosenberg clearly understand and agree, such understanding and agreement being of the absolute essence to this Agreement, that Richmond shall have available the amount of:

- i. One hundred thousand and no/100 Dollars (\$100,000.00) specifically allocated through its City Commission to fully discharge any and all liabilities that may be incurred by Richmond for the Project; and

- ii. As grantee of the Foundations, One-fourth of the total costs of the Initial and Additional Engineering Design Services, up to one hundred thousand and no/100 Dollars (\$100,000.00), payable through an agreement to be executed between Richmond and the Foundations for contribution towards such costs.

**Section 8. 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.

**Section 9. 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.

**Section 10. Notices**

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

County:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 <sup>st</sup> Floor Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
Richmond:	City of Richmond, Texas Attn: Terri Vela, City Manager 402 Morton Street Richmond, Texas 77469
Rosenberg:	City of Rosenberg, Texas Attn: John Maresh, Interim City Manager 2110 4 <sup>th</sup> Street Rosenberg, Texas 77471

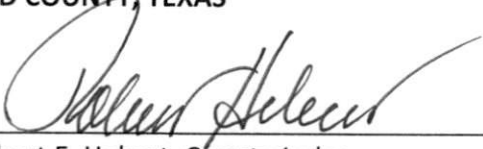
**Section 11. Entire Agreement**

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.

**Section 12. Execution**

This Agreement has been executed by the Parties upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party.

**FORT BEND COUNTY, TEXAS**

By:   
Robert E. Hebert, County Judge

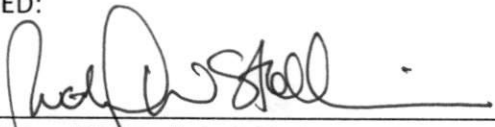
Date: 3/14/2017

ATTEST:

By:   
Laura Richard, County Clerk



APPROVED:

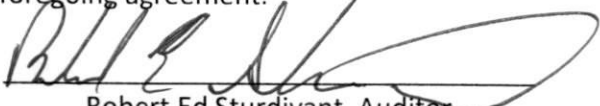
By:   
Richard W. Stolleis, P.E., County Engineer

Approved as to Legal Form:

By:   
Marcus D. Spencer, First Assistant County Attorney

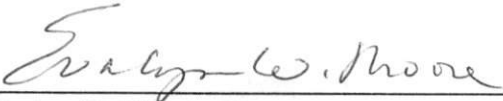
Auditor's Certificate

I hereby certify that funds are available in the amount of \$ 100,000.00 to pay Fort Bend County's obligation in the foregoing agreement.

  
Robert Ed Sturdivant, Auditor

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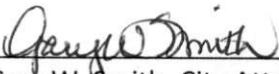
CITY OF RICHMOND, TEXAS

By:   
Evalyn W. Moore, Mayor

Date: 02/27/17

ATTEST:  
By:   
Laura Scarlato, City Secretary

APPROVED:  
By: \_\_\_\_\_

Approved as to Legal Form:  
By:   
Gary W. Smith, City Attorney

Auditor's Certificate

I hereby certify that funds are available in the amount of \$ 100,000 to pay the City of Richmond's obligation in the foregoing agreement.



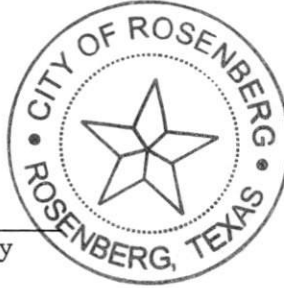
CITY OF ROSENBERG, TEXAS

By: John Maresh  
John Maresh, City Manager

Date: March 8, 2017

ATTEST:

By: Linda Cernosek  
Linda Cernosek, City Secretary



APPROVED:

By: \_\_\_\_\_

Approved as to Legal Form:

By: Scott M. Tschirhart  
Scott M. Tschirhart  
City Attorney

Auditor's Certificate

I hereby certify that funds are available in the amount of \$100,000. to pay the City of Rosenberg's obligation in the foregoing agreement.

George Vasnet / de

## **Exhibit A - Railroad Crossing Locations**

Locations are within or directly adjoining the City limits of the City of Rosenberg (RS) and Richmond (RD). Location in unincorporated areas are shown with (UNIC) following the name of the City.

1. RS . DOT #022697M Huntington Road (BNSF)
2. RS . DOT #022695Y Walnut Street (BNSF)
3. RS . DOT #022693K 3rd Street (BNSF)
4. RS . DOT #743731H 3rd Street (UP)
5. RS . DOT #022688N Rawson Road (BNSF)
6. RS . DOT #743727T Rawson Road (UP)
7. RS (UNIC) . DOT# 022579K Commercial Drive (BNSF)
8. RS (UNIC) . DOT# 022778M Brazos Center Blvd (BNSF)
9. RS (UNIC) . DOT# 022678H FM2977 (BNSF)
10. RS (UNIC) . DOT# 022677B Benton Rd (BNSF)
11. RS (UNIC) . DOT# 022676U Name (Factory Entrance)
12. RS (UNIC) . DOT# 022675M FM 762/Crabb River Road (BNSF)

1. RD . DOT #022685T Austin Street (BNSF)
1. RD . DOT# 743726L FM 3155/Collins Road (UP)
2. RD . DOT# 743725E Douglass Street (UP)
3. RD . DOT# 743724X 10th Street (UP)
4. RD . DOT# 743723R 8th Street (UP)
5. RD . DOT# 743722J 6th Street (UP)
6. RD . DOT# 743720V 4th Street (UP)
7. RD . DOT# 743719B 2nd Street (UP)
8. RD (UNIC) . DOT# 022683E Private Drive/Utility Access (BNSF)
9. RD (UNIC) . DOT# 022682X FM 1640 (BNSF)