

EVALYN W. MOORE
MAYOR
BARRY C. BEARD
CARL DROZD
TERRY R. GAUL
JOSH LOCKHART
COMMISSIONERS

City of Richmond

402 Morton Street
Richmond, TX 77469
(281) 342-5456



August 2, 2018

Marcus Spencer
First Assistant County Attorney
Fort Bend County
401 Jackson Street, 3rd Floor
Richmond, Texas 77469

Re: Interlocal Agreement—Front Street


Dear Marcus,

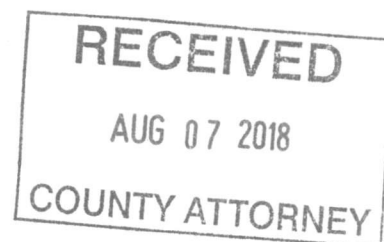
Enclosed are two originals of the Interlocal Agreement for County-Managed Road Construction Project Fort Bend County Mobility Project No. X18—Front Street, bearing Mayor Moore's signature. The City Commission approved the ILA during its July meeting.

Please return one of the originals after the Commissioners Court has authorized it execution and it has been signed by the appropriate County officials.

If you need additional information, please let me know.

Sincerely,


Gary W. Smith
City Attorney



"A Charming Past. A Soaring Future"

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

**INTERLOCAL AGREEMENT FOR COUNTY-MANAGED ROAD CONSTRUCTION PROJECT
FORT BEND COUNTY MOBILITY PROJECT NO. X18 – FRONT STREET**

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 home-rule city of the State of Texas, 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, the County is authorized to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities that are funded in part by the state or federal government; and

WHEREAS, the Project, hereinafter defined and contemplated in this Agreement is the construction of roadway improvements that will enhance the 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 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 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:

AGREEMENT

Section 1. Purpose

The purpose of this Agreement is to outline the funding obligations related to the proposed improvements to Front Street in the City of Richmond, Texas.

Section 2. Definitions

- A. **City** means the City of Richmond, Texas.
- B. **County** means Fort Bend County, Texas.
- C. **Project** means the improvements to Front Street from the intersection at Wheaton to the connection to Loop 762 (2nd Street/Austin Street), including right-of-way acquisition, outfall drainage improvements and utility relocations.
- D. **Eligible Project Costs** means costs, as determined by County in its sole discretion, for construction of roadway improvements, project related drainage facilities, utility and pipeline conflicts, approved traffic control devices, and sidewalks up to five feet (5') wide consistent with current City Infrastructure Standards. Eligible Project Costs shall include costs for engineering design and services related to the completion of Plans, Specifications and Estimates ("PS&E") and construction related services for such roadway improvements. Eligible Project Costs shall exclude design and construction costs related to landscaping, irrigation, lighting, hike and bike trails, oversizing of water, wastewater, and drainage utilities. The County will confer with the City's designee in the determination of improvements and facilities to be included as Eligible Project Costs.

Section 3. 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 4. County Rights and Obligations

A. The County is responsible for managing and constructing the Project in accordance with approved specifications and compliance with the applicable state and federal laws related to the Project. This responsibility shall include the management of the relocation of utilities, including gas, overhead power and telecommunications, and entering into a contract for engineering design and construction project phase services and inspections. The City acknowledges and accepts the fact that County is obligated to follow Chapter 262 of the Texas Local Government Code as it relates to the award of the contract.

B. The County will submit the plans for the Project to the City's Public Works Director for review and comment to ensure the Project is designed in accordance with the current City design standards applicable to roadways, signage, utilities, and drainage, as identified by the City prior to County proceeding with design of the Project. The street name signs shall be installed in accordance with the City's standards and the Texas Manual on Uniform Traffic Control Devices.

C. The County agrees to use its best efforts to acquire any remaining right of way, other than Parcel 1 and Parcel 2 described on Exhibit A hereof, necessary for construction of the Project in the name of the Public for public purposes, specifically for use as a public street and right of way for public utilities.

D. The County shall bid and construct the Project in accordance with approved specifications. Prior to the award of the contract for construction of the Project by the County, the County will consider written comments provided by the City related to the low bidder for the Project. The contract to construct the Project shall also include:

1. The construction of the twelve-inch (12") and six-inch (6") water lines to replace existing 12" and 6" water lines; and
2. The construction of an eight-inch (8") sewer line to replace the existing four-inch (4") sewer line, upon request by the City and the commitment to reimburse the County for costs pursuant to Section 4. K., below.

E. The County shall provide the City with ninety days' notice of County's scheduled date to demolish the structure at 800 Front Street.

F. During the work on the Project, the County shall provide the City the opportunity to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress. The County, with input from the City's Public Works Director, shall oversee the construction and completion of the Project. Any deficiencies brought to the attention of County by the City shall be promptly addressed by the County. If the County Engineer determines that the deficiencies are actionable under the terms of the construction contract, the County will work with the construction contractor to correct any City identified deficiencies. Notwithstanding the foregoing, all final decisions related to the construction contract performance shall be at the County's sole discretion.

G. The County shall submit reports to the City describing in sufficient detail the progress of the Project. These reports shall be submitted to City's Public Works Director at increments agreed to between the parties as appropriate for the various phases of the Project. Reports received by the County from contractor and/or consultants detailing the progress of the Project shall suffice for the requirements of this section, so long as the County has reviewed such reports and confirmed accuracy of the contractor's report.

H. County will coordinate with the Texas Department of Transportation to obtain the necessary approvals and permits for the intersection improvements and connection to Loop 762 (Austin Street and Second Street).

I. The County may elect to forego construction of the Project at any time. The County shall provide written notice to the City of its decision to forego construction and refund all amounts provided by City upon sixty (60) days of said notice to the City.

J. Upon completion of construction of the Project, but no later than ninety (90) calendar days after final payments to all vendors, the County will furnish the City with a full accounting of the funds expended on the Project and an electronic copy of the record drawings

showing the Project. The City may review the County's records regarding this Project to confirm the accuracy of the full accounting.

K Within thirty (30) calendar days of City's acceptance of the full accounting, City shall pay the County for all costs to be reimbursed by the City to the County, including additional funds due from the City for enhancements and improvements that are not Eligible Project Costs, required to satisfy the City's obligation under this Agreement.

Section 5. City Rights and Obligations

A Within thirty (30) calendar days of the execution of this Agreement, the City shall provide the required construction details, design standards and technical specifications applicable to roadways and drainage in which the Project should be designed to meet. Prior to the County initiating final design of the Project, the City shall provide the County Engineer with written approval of the preliminary engineering report. Upon transmittal of the construction plans by the County, the City shall review and comment on the County's construction plans within two (2) weeks of receipt of by the City's Public Works Director. All project design and construction comments shall be directed to the County Engineer or his designated representative for dissemination to the County's contractors, consultants and employees.

B Promptly after bids are received and prior to the award of the construction contract, the City shall provide any pertinent information in writing to the County related to the award of the construction contract for the Project by the County in accordance with the statutory Procurement Act, consistent with Section 5. A., above.

C During the 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. Any deficiencies shall be provided in writing to the County Engineer. The City agrees that the County is the contracted party and the City shall not provide any direction to the consultant or the contractor, except with concurrence of the County Engineer.

D The City shall be responsible for the acquisition of parcels necessary for construction of the Project identified as Parcels 1 and 2 ("City Acquisition Parcels") on Exhibit A. The City will make available for the Project, all right of way, easements and parcels acquired in the vicinity of and necessary for the Project owned, acquired and or controlled by the City at no cost to the County.

E The City will pay the incremental cost of upsizing water, wastewater, and/or drainage facilities. Such incremental cost is to be determined by an alternate bid based on different sizes of the water, wastewater, and drainage facilities. The City shall provide written confirmation of the scope of enhancements and improvements determined not to be Eligible Project Costs as defined in this Agreement that are requested by the City to be included in the Project.

F Upon completion, the City agrees to accept the Project into its maintenance system, including water, sewer, and drainage improvements for continued operation and maintenance by the City. Further, the City agrees to accept into its maintenance system, Golfview

Drive and Williams Way Boulevard, from the existing municipal boundaries near the Fort Bend County Justice Center to the northwest right of way boundary of the intersection of Ayala, including any appurtenant water, sewer and drainage improvements, for continued operation and maintenance by the City.

Section 6. Liability

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

Section 7. Maintenance

Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

Section 8. Limit of Appropriation

A Prior to the execution of this Agreement, the County has been advised by the City, and the County clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available the total maximum amount necessary to fulfill the City's obligation to acquire the City Acquisition Parcels pursuant to Section 5. D., and any amounts in excess of that amount for Project enhancements and improvements as determined in Section 5.E, specifically allocated to fully discharge any and all liabilities that may be incurred by the City for the Project. Except for the City's costs related to the City Acquisition Parcels in accordance with Section 5. D. and adjustments in cost due to improvements requested by the City in accordance with Section 5.E.; City shall not be obligated to pay any additional amount.

B. The County 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 County may become entitled to hereunder and the total maximum amount that the City will reimburse the County hereunder will not under any condition, circumstance or interpretation hereof exceed the amount contributed by the City to the Project in accordance with Sections 5.D and E in accordance with the full accounting required in Section 4.J.

C Each party paying for the performance of its obligations under this Agreement shall make those payments from current revenues available to that party.

Section 9. Insurance Requirements

County agrees that it will require Contractor's insurance policies name City as well as County as additional insureds on all policies except for Workers' Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

A Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

C. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

Section 10. 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 11. 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 12. 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 st Floor Richmond, Texas 77469
With a copy to:	Fort Bend County Engineering Department Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
City:	City of Richmond, Texas Attn: Terri Vela, City Manager 402 Morton Street Richmond, Texas 77469

Section 13. 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 14. Execution

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party, remain in effect until September 30, 2020 or until the Project is complete and the obligations under Sections 4 and 5 of this Agreement are fulfilled, whichever is sooner.

FORT BEND COUNTY, TEXAS

Robert E. Hebert, County Judge

CITY OF RICHMOND, TEXAS

Evalyn W. Moore, Mayor

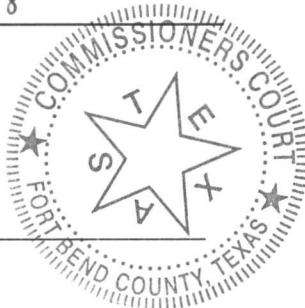
Date: 8-14-2018

Date: August 2, 2018

ATTEST:

Laura Richard

Laura Richard, County Clerk



ATTEST:

Laura Scarlato, City Secretary

APPROVED:

Richard W. Stolleis

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

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 0 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Description of Parcel 1:

A Tract or Parcel of land containing 0.3960 acres of land, (17,250 square feet), being a portion of Lot 1, SULLIVAN ADDITION to the town of Richmond, Fort Bend County, Texas, according to the Map or Plat thereof recorded in Book B, Page 387 and Book D, Page 170 of the Deed Records of Fort Bend County, Texas, said 0.3960-acre tract of land being that certain tract of land as conveyed to Robert N. Rich by instrument recorded in Volume 400, Page 183, of the Deed Records of Fort Bend County, Texas, and being more particularly described by metes and bounds as follows: (bearing basis: Volume 400, Page 183, of the Deed Records of Fort Bend County, Texas).

BEGINNING at a calculated point on the east right-of-way line of Front Street, (60 Foot Right-of-Way), for the southeast corner of Lot 4, Randons Addition to the Town of Richmond, according to the map or plat thereof recorded in Book A, Page 484, of the Deed Records of Fort Bend County, Texas, same being the northeast corner of said Lot 1, same being the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 22 deg. 30 min. 00 sec. E, with the northeast line of said Lot 1, same being the east right-of-way line of Front Street, a distance of 75.00 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, S 67 deg. 30 min. 00 sec. W, across Front Street, pass at a distance of 60.00 feet a $\frac{3}{4}$ " iron pipe found on the west right-of-way of Front Street, for the northeast corner of that certain called 0.371 acre tract of land as conveyed to Hulon E. Hall by instrument recorded in Document CF No. 9626117 of the Official Public Records of Fort Bend County, Texas, and continuing across said Lot 1, with the common line of said 0.371 acre tract, for a total distance of 230.00 feet to a $\frac{3}{4}$ " iron pipe found on the common line of that certain called 0.312 acre tract of land as conveyed to Hulon E. Hall by instrument recorded in Document CFR No. 9626117 of the Official Public Records of Fort Bend County, Texas, for the northwest corner of said 0.371 acre tract, same being the southwest corner of the herein described tract;

THENCE, N 22 deg. 30 min. 00 sec. W, across said Lot 1, with the common line of said 0.312 acre tract, a distance of 75.00 feet to a calculated point in the south right-of-way line of Austin Street, (70.00 Foot Right-of-Way), for the northeast corner of said 0.312 acre tract, same being the northwest corner of the herein described tract, from which a $\frac{3}{4}$ " iron pipe found bears, S 73 deg. 17 min 50 min. W, a distance of 1.01 feet;

THENCE, N 67 deg. 30 min. 00 sec. E, with the south right-of-way line of Austin Street, pass at a distance of 170.00 feet a $\frac{3}{4}$ " iron pipe for the intersection of the south right-of-way line of Austin Street with the west right-of-way line of Front Street, for a total distance of 230.00 feet to the POINT OF BEGINNING and containing 0.3960 acres of land, (17,250 square feet), more or less.

Description of Parcel 2:

August 1, 2018

R.O.W. TRACT 1A

**0.0092 acre of land in the Jane H. Long League, Abstract No. 55,
City of Richmond, Fort Bend County, Texas**

A FIELD NOTE DESCRIPTION of 0.0092 acre (400 square feet) of land in the Jane H. Long League, Abstract No. 55, City of Richmond, Fort Bend County, Texas; said 0.0092 acre tract of land being a portion of Lot 7, Block 49, City of Richmond, as recorded in Volume A, Page 62 of the Fort Bend County Deed Records, conveyed to Russel C. Joseph Properties, Ltd., as recorded in Volume 1807, Page 882 of the Fort Bend County Deed Records; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 1/2-inch iron pipe found at the intersection of the southwest right-of-way line of Front Street (width varies) with the northwest right-of-way line of West Austin Street (width varies) for the east corner of Lot 2 of said Block 49; from which a 1/2-inch iron pipe found bears North 24° 46' 53" West - 104.90 feet and also from which a 1/2-inch iron pipe found bears North 24° 46' 53" West - 209.93 feet;

THENCE, South 65° 10' 12" West - 151.80 feet with the northwest right-of-way line of said West Austin Street and with the southeast line of said Block 49 to a point for the east corner and POINT OF BEGINNING of this tract;

THENCE, South 65° 10' 12" West - 28.20 feet with the northwest right-of-way line of said West Austin Street to a point for the south corner of this tract;

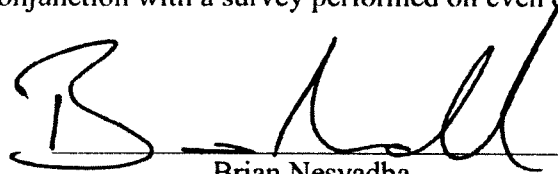
THENCE, North 24° 49' 48" West - 28.34 feet with the southwest line of said Lot 7 and with the northeast right-of-way line of Second Street (70 feet wide, unimproved road) to a point for the west corner of this tract;

THENCE, South 69° 41' 35" East - 39.98 feet to the POINT OF BEGINNING and containing 0.0092 acre (400 square feet) of land;

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 1012-1
W:\1012-1_ROW_Tract 1A.docx




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

August 1, 2018

R.O.W. TRACT 1B

**0.0736 acre of land in the Jane H. Long League, Abstract No. 55,
City of Richmond, Fort Bend County, Texas**

A FIELD NOTE DESCRIPTION of 0.0736 acre (3,207 square feet) of land in the Jane H. Long League, Abstract No. 55, City of Richmond, Fort Bend County, Texas; said 0.0736 acre tract of land being the remainder of Lots 1-3, Block 50, City of Richmond, as recorded in Volume A, Page 62 of the Fort Bend County Deed Records, conveyed to Russel C. Joseph Properties, Ltd., as recorded in Volume 1807, Page 882 of the Fort Bend County Deed Records; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 1/2-inch iron pipe found at the intersection of the southwest right-of-way line of Front Street (width varies) with the northwest right-of-way line of West Austin Street (width varies) for the east corner of Lot 2 of said Block 49; from which a 1/2-inch iron pipe found bears North 24° 46' 53" West - 104.90 feet and also from which a 1/2-inch iron pipe found bears North 24° 46' 53" West - 209.93 feet;

THENCE, South 65° 10' 12" West - 250.00 feet with the northwest right-of-way line of said West Austin Street and with the southeast line of said Block 49 to a point for the east corner and POINT OF BEGINNING of this tract;

THENCE, South 65° 10' 12" West - 79.80 feet with the northwest right-of-way line of said West Austin Street to a point at the intersection of the northwest right-of-way line of said West Austin Street with the east right-of-way line of Loop 762 (width varies) for the southwest corner of this tract;

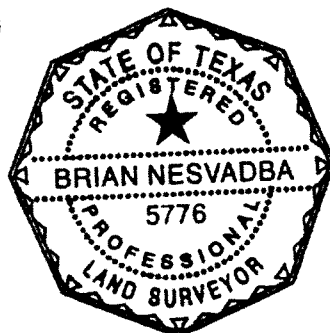
THENCE, North 22° 08' 53" East - 59.36 feet with the east right-of-way line of said Loop 762 to an angle point;

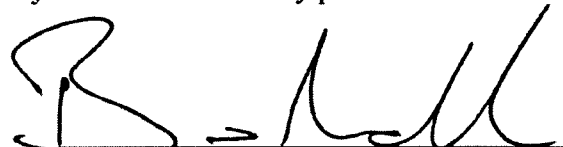
THENCE, North 12° 59' 03" East - 59.37 feet with the east right-of-way line of said Loop 762 to a point for the north corner of this tract;

THENCE, South 24° 49' 48" East - 87.40 feet with the northeast line of said Lot 1 and with the southwest right-of-way line of Second Street (70 feet wide, unimproved road) to the POINT OF BEGINNING and containing 0.0736 acre (3,207 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 1012-1
W:\1012-1_ROW_Tract 1A.docx




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

FORT STREET
(WIDTH VARIES)

WEST AUSTIN STREET
(WIDTH VARIES)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 65°10'12" W	28.20'
L2	N 24°49'48" W	28.34'
L3	S 69°41'35" E	39.98'

6.) PROPERTY CORNERS FOR THE NEW RIGHT-OF-WAY LINES ARE NOT SHOWN AT THIS TIME TO BE SET. THESE CORNERS WILL BE SET AT A LATER DATE ONCE THIS TRACT HAS BEEN APPROVED BY THE CITY, COUNTY, AND/OR LAND OWNER.

Survey.

Ball

STATE OF TEXAS
REGISTERED
★
BRIAN NESVADBA
5776
PROFESSIONAL
LAND SURVEYOR

SCALE: 1"=40'

FND - FOUND
F. B. C. C. F. - FURT BEND COUNTY CLERK'S FILE
F. B. C. D. R. - FORT BEND COUNTY DEED RECORDS
IP - IRON PIPE
IR - IRON ROD
P. O. B. - POINT OF BEGINNING
P. O. C. - POINT OF COMMENCEMENT
R. O. W. - RIGHT OF WAY
W/ - WITH

R.O.W. TRACT 1A
0.0092 ACRE (400 SQ. FT.)
RUSSELL C. JOSEPH PROPERTIES, LTD.
(VOL. 1807, PG. 882; F.B.C.D.R.)

R.O.W. TRACT 1B
0.0736 ACRE (3,207 SQ. FT.)
RUSSELL C. JOSEPH PROPERTIES, LTD.
(VOL. 1807, PG. 882; F.B.C.D.R.)

EVO MARINI
0.971 ACRE
(F.B.C.C.F. NO. 1999068516)