

STATE OF TEXAS

20

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

20

208

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 and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, (“County”) a body corporate and politic, acting by and through its Commissioners Court and **Fort Bend County Municipal Utility District 116**, (“Local Government”) a political subdivision of the State of Texas organized under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended, acting by and through its Board.

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

L.

BASIC TERMS

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.

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

County and Local Government 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 Local Government 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 Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

II. PURPOSE

The purpose of this Project is to improve existing roadway on Payne Lane Extension.

III. TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2021 or until the Project is completed, whichever is later. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV. PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance by hauling crushed concrete to entire roadway, blading it in, and rolling roadway. ("Project").

V. PROJECT LOCATION

The location for the Project is Payne Lane Extension off of North Shore Bend Road, ("Project Site").

VI. SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 112 equipment hours at \$35.00 per hour, up to 92 man hours of labor at \$15.00 per hour, up to \$5,300.00 as an advance for materials and up to \$0.00 in cash to Local Government, for a total expenditure not to exceed \$10,600.00, with a total amount of \$5,300.00 to be reimbursed by Local Government for materials used on projects. If the actual Project costs exceed these estimated amounts, County shall notify Local Government immediately and provide written documentation supporting the additional costs, which such costs will be shared between the parties on an equitable, mutually agreeable basis.

County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement, subject to Local Government reimbursement of material costs as set forth in this Agreement. County will provide all appropriate supervisory personnel necessary for the Project. County will direct and be solely responsible for the overall Project. County will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. The number of trucks furnished by County will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. County will schedule its labor and equipment to correspond to Local Government's schedules.

County will notify Local Government within ten (10) days of the completion of the Project of any complaints that County may have regarding the Project. Upon completion of the Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project unless the parties enter into a subsequent Interlocal Project Agreement specifying otherwise.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to assume all material costs estimated to be **\$5,300.00**.

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.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

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
Attn: County Judge
401 Jackson, 1st Floor
Richmond, Texas 77469

If to Fort Bend County Municipal Utility District 116

Fort Bend County Municipal Utility District No. 116
c/o Allen Boone Humphries Robinson LLP
Attn: Adisa Harrington
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

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

FORT BEND COUNTY:



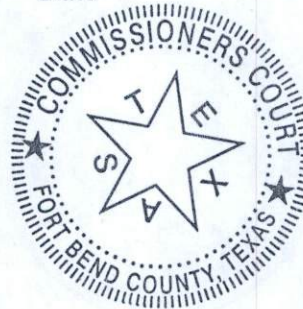
KP George, Fort Bend County Judge

Attest:



Laura Richard, Fort Bend County Clerk

8.3.2021
Date



Fort Bend County Municipal Utility District 116



President, Board of Directors

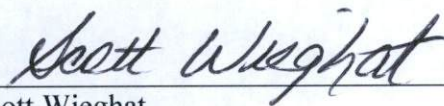
07/20/2021
Date

Attest:



Secretary, Board of Directors

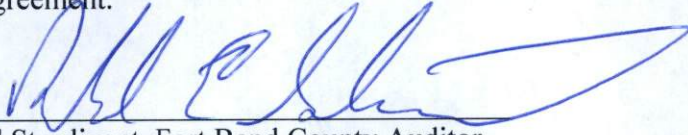
REVIEWED:



Scott Wiegat
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **\$10,600.00** to accomplish and pay the obligation of Fort Bend County under this Project Agreement.



Ed Sturdivant, Fort Bend County Auditor