



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 excavate a detention pond.

## 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, 2022 or until the Project is completed, whichever is sooner. 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 excavating a detention pond on Penn Lane, (Project), Exhibit A.

## V. PROJECT LOCATION

The location for the Project is Section 23, Lot 58-A & Lot 58-B on Penn Lane, owned by the City of Fulshear, ("Project Site"), Exhibit B.

## VI. SCOPE OF WORK

### COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 360 equipment hours at \$35.00 per hour, up to 720 man hours of labor at \$15.00 per hour, plus all fuel for equipment rented by Local Government for the Project. The county's total initial expenditure shall be in an amount not to exceed \$23,400 plus fuel, with actual cost of fuel used on the Project to be reimbursed by Local Government.

At County's sole expense, County will furnish the labor and materials necessary to perform its responsibilities under this Agreement. Any excavated material removed by the County shall be granted to the County for its use within its discretion.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to pay all costs of material and equipment to be rented for the Project. Local Government will hire its own contractor to remove any excavated material not used by the County for its use.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government 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. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government 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.

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 Attorney's 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.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of 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  
Attn: County Judge  
401 Jackson, 1<sup>st</sup> Floor  
Richmond, Texas 77469

If to City of Fulshear:

City of Fulshear  
Attn: Mayor  
P.O. Box 279  
Fulshear, Texas 77441

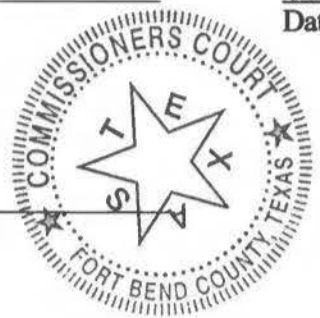
IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:

*KP George*  
KP George, County Judge  
Date May 10, 2022

Attest:

*Laura Richard*  
Laura Richard, County Clerk



CITY OF FULSHEAR:

*[Signature]*  
Mayor  
Date 3-22-2022

Attest:

*[Signature]*  
City Secretary



REVIEWED:

*Scott Wiegat*  
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 **\$23,400.00** to accomplish and pay the obligation of Fort Bend County under this Project Agreement.

*[Signature]*  
Ed Sturdivant, Fort Bend County Auditor



# CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093 Road  
Fulshear, Texas 77441  
[www.fulsheartexas.gov](http://www.fulsheartexas.gov)

March 23, 2022

**County Judge  
Received**

**MAR 28 2022**

Fort Bend County  
Attn: County Judge  
401 Jackson, 1st Floor  
Richmond, TX 77469

Attention: Judge KP George

RE: Interlocal Project Agreement/Penn Lane detention pond excavation

Judge George,

Please find enclosed the Interlocal Project Agreement for the excavating of a retention pond on Penn Lane in Fulshear. The original document requires your signature for completion as well as the FBC Road Commissioner's signature.

After the agreement is fully executed, please forward me a copy for the city files. If you have any questions/concerns, please contact me directly at 281-346-8845.

Thank you in advance for your assistance.

*Kayla Villagomez*  
City of Fulshear  
POB 279  
Fulshear, TX 77441