

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA §

**INTERLOCAL AGREEMENT**  
**BETWEEN BRAZORIA COUNTY AND THE CITY OF IOWA COLONY**  
**IS24-0009**

This Agreement is made between BRAZORIA COUNTY and the CITY OF IOWA COLONY hereinafter referred to as the COUNTY and CITY respectively.

**RECITALS**

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit "A"; and

WHEREAS, the CITY has requested the COUNTY'S assistance to providing labor and equipment to repair all roads as listed on Exhibit "A"; and

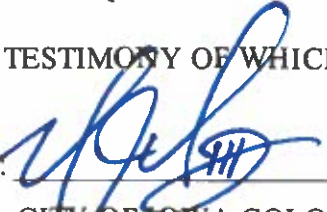
WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit "A".
- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY'S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY's costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.
- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the President acting pursuant to authorizations of its Board of Trustees.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By:  \_\_\_\_\_  
 CITY OF IOWA COLONY  
 MAYOR

By: \_\_\_\_\_  
 BRAZORIA COUNTY  
 COUNTY JUDGE

Date signed: 11/14/2023


Date signed: \_\_\_\_\_

**City of Iowa Colony  
Interlocal Agreement Project Request Summary FY-24**

STREET/LOCATION	LIMITS (TO -- FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
County Road 62	Ames Blvd. (FCR 48) west to City limit line	4250'	20'	Mill & Overlay with 2" HMAC (Include Road Striping)	86,329.00
Pursley Blvd. (FCR 67)	Dubuque (FCR 63) to CR 121	5280'	20'	Mill & Overlay with 2" HMAC (Include Road Striping)	105,634.00
Iowa Colony Blvd. (FCR 63)	Dubuque (FCR 63) north to 3000'	3000'	20'	Mill & Overlay with 2" HMAC (Include Road Striping)	62,946.00

Note: Must have Mayoral approval

Return to: County Engineer's Office  
[Engineer-Interlocals@iowacolony.com](mailto:Engineer-Interlocals@iowacolony.com)

  
 Approved By: Mayor  
 10/14/2023  
 Date

Materials Cost Estimate for Project: IC24-FCR 62

Limits	Len	Pct	Ctr	Area	Priority	Type	FY
FCR 48 west to city limits ends	0.80	2	Ang	Cen	3	IS	2024

Item Description	Len_Mi	Wid_Ft	Thk_In	Rate	Rate Unit	Qty	Unit	Price	ItemCost
CSS1 for prime	0.80	22		0.1	Gal/SqYd	1,039	Gal	1.50	1,558
Asphalt - HMAC Type D	0.80	20	2			1,034	Ton	68.16	70,489
Contractor work	0.80				\$	0	Job	1.05	0

Project Cost: 72,047

CSS-1      1039 GAL x 2.90/GAL = 3,013 -

H/MIX      1034 TONS x 74.00/TN = 76,516 -

MILLING    \$6800.00/DAY = 6,800 -

\$ 86,329 -

Materials Cost Estimate for Project: IC24-FCR 67

Limits	Len	Pct	Ctr	Area	Priority	Type	FY
FCR 63 to FCR 121	1.00	2	Ang	Cen	3	IS	2024

Item Description	Len_Mi	Wid_Ft	Thk_In	Rate	Rate Unit	Qty	Unit	Price	ItemCost
CSS1 for prime	1.00	22		0.1	Gal/SqYd	1,291	Gal	1.50	1,936
Asphalt - HMAC Type D	1.00	20	2			1,285	Ton	68.16	87,572
Contractor work	1.00				\$	0	Job	1.05	0

Project Cost: 89,508

CSS-1      1291 GAL x 2.90%<sub>GAL</sub> = 3,744 -

H/MIX      1285 TONS x 74.00/TW = 95,090 -

MILLING    \$6800.00/DAY = 6,800 -

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\$ 105,634

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Materials Cost Estimate for Project: IC24-FCR 65

Limits	Len	Pct	Ctr	Area	Priority	Type	FY
FCR 63 north 3000 ft	0.57	2	Ang	Cen	3	IS	2024

Item Description	Len_Mi	Wid_Ft	Thk_In	Rate	Rate Unit	Qty	Unit	Price	ItemCost
CSS1 for prime	0.57	22		0.1	Gal/SqYd	733	Gal	1.50	1,100
Asphalt - HMAC Type D	0.57	20	2			730	Ton	68.16	49,757
Contractor work	0.57				\$	0	Job	1.05	0

Project Cost: 50,857

CSS-1      733 GAL x 2.<sup>90</sup>/GAL = 2,126<sup>-</sup>

H/MIX      730 TONS x 74.<sup>00</sup>/TON = 54,020<sup>-</sup>

MILLING      \$6800/DAY = 6,800<sup>-</sup>

\$ 62,946<sup>-</sup>