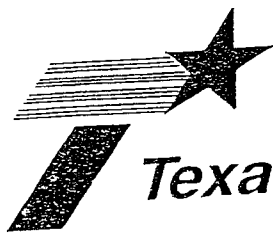


COPY



Texas Department of Transportation

1805 N. TIMBERLAND DRIVE • LUFKIN, TEXAS 75901 • 936/634-4433

April 6, 2009

Honorable John P. Thompson
Polk County Judge
101 W. Church Street, Suite 300
Livingston, Texas 77351

RE: Agreement to Contribute Funds, Polk County, ROW CSJ No. 1408-01-022,
F.M. Highway 1276: From 0.19 Mile N. of Big Sandy Creek to 0.41 Mile S.
of Big Sandy Creek

Dear Judge Thompson:

Enclosed are five (5) copies of TxDOT Form ROW-RM-129, *Agreement to Contribute Funds – Local Government* for the above referenced and project. The \$2,500.00 contribution requested from Polk County is for its ten percent (10%) share of the estimated right-of-way acquisition and utility adjustment costs for this project.

If possible, please have this item placed on the agenda for the next scheduled meeting of the Polk County Commissioner's Court. Upon consideration and approval by the Commissioner's Court, please sign and date all five (5) copies of the agreement. Four (4) executed copies must be returned to my attention at the address on this letterhead along with a copy of the Minutes from the Polk County Commissioner's Court meeting that authorized the execution of the subject agreement. The County's contribution in the amount of \$2,500.00, payable to the Texas Department of Transportation, should also accompany the executed agreements. One (1) copy of the fully executed Agreement will be returned to you after execution by the Department.

Thank you for your time and attention to this matter. Should you have any questions, please telephone me at 936.633.4311.

Sincerely,

Weldon K. Gaston, SR/WA
Right of Way Administrator
Lufkin District

WKG/

Enclosures

RECEIVED

APR 06 2009

POLK COUNTY



Form ROW-RM-129

Replaces Form ROW-RM-129 and ROW-RM-130

(Rev. 6/2006)

GSD-EPC

Page 1 of 2

AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Polk
District: Lufkin

Federal Project No:
Highway: F.M. 1276

ROW CSJ No: 1408-01-022

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Polk County, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the ____ day of _____, 2009, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way and adjust utilities for a highway project on F.M. Highway No. 1276 with the following project limits:

From: 0.19 Mile N. of Big Sandy Creek

To: 0.41 Mile S. of Big Sandy Creek; and

WHEREAS, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way and adjustment of utilities for said highway project; and

WHEREAS, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43 TAC, §15.55 for the cost of acquiring said right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **Local Government**, a warrant or check in the amount of Two Thousand Five Hundred and NO/100 Dollars (\$2,500.00), which represents ten percent (10%) of Twenty-Five Thousand and NO/100 Dollars (\$25,000.00), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal or adjustment of eligible utilities.

Whenever funds are paid by the **Local Government** to the **State** under this agreement, the **Local Government** shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the **State** in an escrow account to be managed by the **State**. Funds in the escrow account may only be applied to this highway project. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than ten percent (10%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**, or upon written request of the **Local Government**, the excess amount may be applied to other **State** highway projects in which the **Local Government** is participating.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than **State** or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the **State**, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

THE LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

COPY

EXECUTION RECOMMENDED:

Dennis R. Cooley, P.E.
District Engineer
Lufkin District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
John P. Campbell, P.E.
Right of Way Division Director

Date: _____