

THE STATE OF TEXAS
COUNTY OF FORT BEND

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INTERLOCAL AGREEMENT FOR DITCH H TRAIL FUNDING

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), a body corporate and politic, acting by and through its Commissioners Court, and the CITY OF SUGAR LAND, TEXAS (hereinafter referred to as "City"), a municipality duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, the Fort Bend County Parks Bond ("Bond") passed on November 3, 2020; and

WHEREAS, the Bond authorized funding for a variety of projects, including the Ditch H Trail Project ("Project"); and

WHEREAS, the Project includes approximately 5 miles of a 10-ft wide concrete trail and sidepath, three pedestrian bridges, three below-grade crossings, wayfinding signs, and utility adjustments, at an estimated cost of Seven Million Two Hundred Thousand Dollars (\$7,200,000.00);

WHEREAS, the Bond authorizes the County to provide Three Million One Hundred Sixty-Eight Thousand Dollars (\$3,168,000.00) in funding towards the construction cost of the Ditch H Trail project; and

WHEREAS, the funds will be used by the City towards the construction cost of the Project; and

WHEREAS, the City and County believe it is in their best interests to enter into this Agreement, to allow for the Project to move forward; and

WHEREAS, the City and County agree to abide by all pertinent federal, state, and local laws and regulations; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, the County and City agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to outline the obligations related to the design and construction of the Project.

2. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated in this Agreement.

3. Term of the Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect unless terminated as provided below, or the Project is complete and the obligations under Sections 4 and 5 of this Agreement are fulfilled.

4. City Responsibilities.

a. Design.

- i. The City will fund and manage the design.
- ii. The City will provide County a final set of plans upon completion of the design of the Project and prior to bidding.
- iii. The City will conduct all utility coordination and/or relocations with private franchise utility companies.
- iv. The City has the right to extend the limits of the Project as necessary to improve connectivity at the City's expense.

b. Construction.

- i. The City will oversee the construction.
- ii. The City will forward the County a request for payment within 30 days after letting the Project. This will include a copy of the low bid and award letter.
- iii. The City will submit to the County a full accounting of the funds expended on the Project within 90 days after the completion of the Project and a set of record drawings

5. County Responsibilities.

- a. Construction. The County agrees to pay the City Three Million One Hundred Sixty-Eight Thousand Dollars (\$3,168,000.00) out of the 2020 Parks Bond Bonds upon request for payment by the City.
- b. Payment Terms. The County will pay 100% of the allocated funds for the Project upon the City's award of the construction contract, within 30 days of the written request from the City.
- c. The County agrees the funds will be used for the following Project description:
 - i. Installation of approximately 3 miles of 10-ft wide concrete trail, including two connections from University Blvd, two connections from Meadowcroft Blvd, and one connection from Wescott Ave;
 - ii. Installation of approximately 2 miles of 10-ft wide concrete sidepath along Lexington Blvd;
 - iii. Construction of one pedestrian bridge over Ditch H near Imperial Park;
 - iv. Construction of one pedestrian bridge over Bullhead Slough, parallel to Ditch H;
 - v. Construction of one pedestrian bridge parallel to the Fort Bend County Levee Improvement District #17 pump station in Telfair;
 - vi. Construction of one below-grade crossing along Ditch H at State Highway 6;
 - vii. Construction of one below-grade crossing along Ditch H at Meadowcroft Blvd;

- viii. Construction of one below-grade crossing along Ditch H at US 59; and
- ix. Installation of 15 wayfinding signs to accommodate trail users.

6. Schedule.

- a. The anticipated completion date for the Project design is December 2021.
- b. The anticipated start date for construction is Summer 2022.

7. Limit of Appropriation.

- a. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum amount of Three Million One Hundred Sixty- Eight Thousand Dollars (\$3,168,000.00), specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.
- b. The City 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 City may become entitled to hereunder and the total maximum amount that the County will pay the City hereunder will not under any condition, circumstance or interpretation hereof exceed Three Million One Hundred Sixty- Eight Thousand Dollars (\$3,168,000.00).

8. Termination. This Agreement shall remain in effect unless:

- a. The Agreement is terminated in writing with the mutual consent of the parties;
- b. The Agreement is terminated by one party because of a breach; or
- c. The City does not appropriate funds for the Project.

9. Insurance and Liability.

- a. The City and the County are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann., which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.
- b. Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

10. Miscellaneous.

- a. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

b. Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.

c. If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and had never been contained herein.

d. This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

e. This Agreement cannot be assigned by either party.

11. Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

County: Fort Bend County Parks and Recreation
Attn: Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

City: City of Sugar Land, Texas
Attn: City Manager
2700 Town Center Blvd. North
Sugar Land, Texas 77479

Any such notice will be effective: (i) upon receipt if delivered in person; or (ii) three (3) business days after actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid. Each party may change its address by written notice in accordance with this section.

12. This instrument, in duplicate originals, has been executed by the parties hereto as follows. This Agreement shall not be effective until executed by all parties.

CITY OF SUGAR LAND, TEXAS

FORT BEND COUNTY, TEXAS

By: 

Michael W. Goodrum, City Manager

Date: 9/7/2021

ATTEST/SEAL:


Thomas Harris, III, City Secretary

APPROVED AS TO FORM:



By: _____

KP George, County Judge

Date: _____

ATTEST/SEAL:

Laura Richard, Fort Bend County Clerk