

THE STATE OF TEXAS
COUNTY OF FORT BEND

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**INTERLOCAL AGREEMENT FOR
UNIVERSITY BOULEVARD 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 Mobility Bond passed in November 2013 (“2013 Bond”); and

WHEREAS, the 2013 Bond authorized funding for a variety of projects, including University Boulevard (“2013 University Boulevard Project”)’ and

WHEREAS, the 2013 University Boulevard Project includes the construction of one additional lane in each direction of the existing concrete roadway that is University Boulevard, from Lexington to Telfair; utility adjustments; associated drainages; and sidewalk improvements, all at an estimated cost of One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00); and

WHEREAS, the 2013 Bond authorizes the County to provide Five Hundred Thousand Dollars (\$500,000.00) in funding towards the construction cost of the 2013 University Boulevard Project; and

WHEREAS, another Fort Bend County Mobility Bond passed in November 2017 (“2017 Bond”); and

WHEREAS, the 2017 Bond authorized funding for a variety of projects, including University Boulevard (“2017 University Boulevard Project”)’ and

WHEREAS, the 2017 University Boulevard Project includes the construction of one additional lane in each direction of the existing concrete roadway that is University Boulevard, from New Territory Boulevard to 1,000 feet south of Lexington Boulevard; intersection improvements at New Territory Blvd., Telfair Ave., and Lexington Blvd., including signal modifications; utility adjustments; associated drainage; and sidewalk improvements, all at an estimated cost of Two Million Two Hundred Eighty-Six Thousand Three Hundred and No/100 Dollars (\$2,286,300.00); and

WHEREAS, the 2017 Bond authorizes the County to provide Nine Hundred Fifty Thousand Dollars (\$950,000.00) in funding towards the construction cost of the 2017 University Boulevard Project; and

WHEREAS, the most recent Fort Bend County Mobility Bond passed on November 3, 2020 (“2020 Bond”); and

WHEREAS, the 2020 Bond authorized funding for a variety of projects, including University Boulevard (“2020 University Boulevard Project”); and

WHEREAS, the 2020 University Boulevard Project includes the construction of double left turn lanes for westbound Westcott Ave. at the University Boulevard intersection; extension of the existing left turn lane or construction of a dual left turn lane for Southbound University Boulevard at the Westcott Ave. intersection; construction of a left turn bay for southbound University Boulevard at the Branford Place intersection; utility adjustments; associated drainage; and sidewalk improvements, all at an estimated cost of Three Hundred Thousand Seven Hundred Dollars (\$300,700.00); and

WHEREAS, the 2020 Bond authorizes the County to provide One Hundred Sixty Thousand Dollars (\$160,000.00) in funding towards the construction cost of the 2020 University Boulevard Project; and

WHEREAS, hereinafter the 2013 University Boulevard Project, the 2017 University Boulevard Project, and the 2020 University Boulevard Project are collectively referred to as the “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. Definitions.

- a. Eligible Project Costs means costs, as determined by County, construction of roadway improvements, including engineering design and services related to the completion of Plans, Specifications and Estimates ("PS&E"), Project related drainage facilities, utility and pipeline conflicts, approved traffic control devices, and sidewalks up to five feet (5') wide. Eligible Project Costs shall exclude, unless otherwise stipulated herein, design and construction costs related to landscaping, irrigation, lighting, hike & bike trails, reconstruction of utilities, except utility conflicts created by the construction of Project elements, and design and construction costs of upgrades to eligible project components and similar facilities requested by the City to be included in the Project.

3. 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.

4. 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 5 and 6 of this Agreement are fulfilled.

5. 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 mobility 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
 - iv. If, after completion of Project and the City's receipt of the funds as stated in Section 6, there are funds remaining and/or savings from Project, City shall return such funds to County within thirty (30) days of the County's acceptance of full accounting required above.

6. County Responsibilities.

- a. Construction.
 - i. The County agrees to pay the City: (1) Five Hundred Thousand Dollars

(\$500,000.00) out of the 2013 Bond; (2) Nine Hundred Fifty Thousand Dollars (\$950,000.00) out of the 2017 Bond; and (3) One Hundred Sixty Thousand Dollars (\$160,000.00) out of the 2020 Bond, for a total payment amount of One Million Six Hundred Ten Thousand and No/100 Dollars (\$1,610,000.00), 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 Eligible Project Costs for the following Project description:

- i. Widen existing roadway one-lane in each direction from New Territory to Telfair Boulevard;
- ii. Construct additional one-lane in each direction from Lexington Blvd. to Telfair
- iii. Widen existing roadway from 4-lanes to 6-lanes in each direction from Lexington Boulevard to 1000 LF south of Lexington;
- iv. Intersection improvements at New Territory, Telfair Blvd and Lexington Blvd including modification of signals;
- v. Utility adjustments;
- vi. Associated drainage;
- vii. Sidewalk improvements;
- viii. University & Wescott: Construct double left turn lanes for westbound Wescott, extend or dual left for SB University left turn; and
- ix. Branford Place: Construct left turn bay at Branford Place

7. Schedule.

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

8. 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 One Million Six Hundred Ten Thousand and No/100 Dollars (\$1,610,000.00) 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 One Million Six Hundred Ten Thousand and No/100 Dollars (\$1,610,000.00) specifically allocated to fully discharge any and all liabilities that may be

incurred by the County for the Project.

9. 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.

10. 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.

11. 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.

12. 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 Engineering
Attn: County Engineer
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.

13. 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

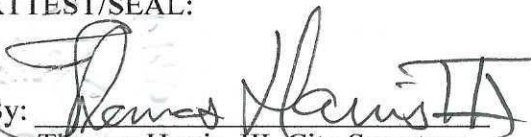
By: _____
KP George, County Judge

Date: April 19, 2022

Date: _____

ATTEST/SEAL:

ATTEST/SEAL:

By: 
Thomas Harris, III, City Secretary

By: _____
Laura Richard, Fort Bend County Clerk

APPROVED AS TO FORM:





City Council Agenda Request

APRIL 19, 2022

AGENDA REQUEST NO: VI.A.

AGENDA OF: City Council Meeting

INITIATED BY:

*Monique Johnson, AICP
Transportation & Mobility Innovation Manager*

PRESENTED BY:

Monique Johnson, Transportation & Mobility Innovation Manager

RESPONSIBLE DEPARTMENT: Engineering

AGENDA CAPTION:

Consideration of and action on authorization of an Interlocal Funding Agreement by and between Fort Bend County and the City of Sugar Land, Texas, in the amount of \$1,610,000, for the University Boulevard Widening and Intersection Improvements Project, CIP CST2102 and CST2203.

RECOMMENDED ACTION:

Approve the interlocal funding agreement with Fort Bend County in the amount of \$1,610,000.00 to fund the University Boulevard Widening and Intersection Improvements Project, CIP CST2102, and CST2203.

EXECUTIVE SUMMARY:

Based on the Citizen Satisfaction Survey, the flow of traffic and congestion management has been identified as one of the top priorities among Sugar Land citizens. Based on this feedback, the City has developed plans to address the community's transportation concerns, including improvements to University Boulevard, which is one of the most heavily traveled and congested roadways in the City.

The segments of University Boulevard from SH 6 through Riverstone were planned to accommodate future expansion. Over the past few years, the segment of University Boulevard from New Territory Boulevard to Lexington Boulevard has seen tremendous growth in traffic. The intersection with US 59 has become critical to mobility within this corridor as growth continues in the

surrounding areas, including:

- University of Houston-Sugar Land campus expansion,
- Smart Financial Center,
- Brazos River Park,
- The Crown Festival Park,
- commercial development north and south of US 59

The project consists of adding one additional lane in each direction of the existing concrete boulevard roadway, from north of Wentworth Avenue to New Territory Boulevard, and intersection improvements at New Territory Boulevard, Branford Place, Telfair/Wescott Avenue, Lexington Boulevard, and Wentworth Avenue.

On November 5, 2019, Sugar Land voters approved four General Obligation (GO) Bond propositions totaling \$90.76 million. Included in the 2019 GO Bond was Proposition C, which allocated \$10.26 million towards street projects focusing on improvements to mobility and reinvestment into the City's transportation network. Proposition C includes \$1.7 million for the design and construction of University Blvd widening. Additionally, the project was included in the voter-approved Fort Bend County Mobility Bond for the years 2013, 2017, and 2020. Fort Bend County will fund up to 50% of the construction cost

County Mobility Bond for the years 2015, 2017, and 2020. Fort Bend County will take up to 50% of the construction cost through the Mobility Bond Program. Funding from the County includes \$500,000.00 allocated in 2013, \$950,000.00 allocated in 2017, and \$160,000.00 allocated in 2020 towards the construction costs bringing the total Fort Bend County allocation for University Boulevard to \$1,610,000.

The total estimated cost for the project is \$3,510,000, including design and construction. At a minimum, the City will be required to contribute 50% of the construction cost for the project. There is \$1.9 million currently available from the 2019 GO Bond CST2102 and CIP CST2203 to go towards the City's match for the project.

The Engineering Department recommends the City Council approve the interlocal funding agreement with Fort Bend County in the amount of \$1,610,000 to fund the University Boulevard Widening & Intersection Improvements Project (CST2102 and CST2203).

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A

ATTACHMENTS:

| Description | Type |
|--|-------------|
| D Interlocal Funding Agreement - University Blvd - FBC Mobility Bond | Agreement |

REVIEWERS:

| Department | Reviewer |
|------------------------|--------------------|
| Engineering | Ky, Hong |
| Engineering | Jahn, Tim |
| Engineering | Li, Jessie |
| City Secretary | Rankin, Christine |
| City Secretary | Harris III, Thomas |
| Legal | Smith, Shea |
| Agenda Coordinator | Perez, Justin |
| Assistant City Manager | Steubing, Chris |
| City Manager | Steubing, Chris |