

RESOLUTION NO. 2022-42

A RESOLUTION AUTHORIZING THE MAYOR AND CITY SECRETARY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH FORT BEND COUNTY FOR PARKS IMPROVEMENTS FUNDED BY THE FORT BEND COUNTY PARKS BOND PASSED ON NOVEMBER 3, 2020, IN THE AMOUNT OF \$150,000, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A".

* * * * *

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

WHEREAS, the Bond authorizes the County to contribute \$150,000.00 towards the construction cost of a Mark McGrath Park Fishing Pier and Non-Motorized Boat Dock Extension; Mark McGrath Park – Meadows Place PONY Baseball Field House Improvement Project – consisting of a metal roof replacement on the Baseball Field House; and McDonald City Park Tennis Courts Improvement Project – consisting of Tennis Court repair and resurfacing projects;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEADOWS PLACE, TEXAS:

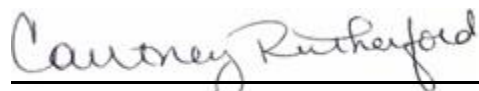
THAT the Mayor and City Secretary of the City of Meadows Place, Texas, are authorized to enter into an Interlocal Agreement with Fort Bend County for parks improvements funded by the Fort Bend County Parks Bond passed on November 3, 2020, in the amount of \$150,000 in a form as attached hereto and marked Exhibit "A".

PASSED, APPROVED, and ADOPTED this, the 25th day October, 2022.



Charles D. Jessup, IV, Mayor

ATTEST:



Courtney Rutherford, City Secretary



THE STATE OF TEXAS
COUNTY OF FORT BEND

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**INTERLOCAL AGREEMENT FOR
PARKS IMPROVEMENTS FUNDING – CITY OF MEADOWS PLACE**

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 MEADOWS PLACE, 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 improvements to various park projects located within Fort Bend County; and

WHEREAS, the Meadows Place Park Improvements Project located within the City of Meadows Place, namely Mark McGrath Park – Meadows Place Lake Improvement Project - consisting of construction of a Fishing Pier and Non-Motorized Boat Dock Extension; Mark McGrath Park – Meadows Place PONY Baseball Field House Improvement Project – consisting of a metal roof replacement on the Baseball Field House; and McDonald City Park Tennis Courts Improvement Project – consisting of Tennis Court repair and resurfacing (hereinafter referred to as the “Project”), at an estimated cumulative cost of One Hundred and Fifty Thousand Dollars (\$150,000.00); and

WHEREAS, the Bond authorizes the County to contribute One Hundred and Fifty Thousand Dollars (\$150,000.00) towards the construction cost of the Project; and

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

WHEREAS, the City and County believe it is in their best interests to enter into this Agreement to advance the Project; 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 construction/repair 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 Projects are 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 of the Project.
 - 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 of the Project.
 - ii. The City will forward the County a request for payment within 30 days of 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 One Hundred and Fifty Thousand Dollars (\$150,000.00) 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 the Project, described as follows:
 - i. Construction of Fishing Pier and Non-Motorized Boat Dock Extension with and approximately 20' x 8' walkway and 10' x 8' deck – Meadows Place Lake – Mark McGrath Park

- ii. Installation of Replacement Metal Roof to Baseball Field House measuring approximately 50' x 120' – Meadows Place PONY Baseball Field House – Mark McGrath Park
- iii. Resurfacing and Repair of Tennis Court – McDonald City Park

6. Schedule.

- a. The anticipated completion date for the Project is September 2023.
- b. The anticipated start date for construction is November 2022.

7. Limit of Appropriation.

- a. Prior to 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 Hundred and Fifty Thousand Dollars (\$150,000.00), 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 Hundred and Fifty Thousand Dollars (\$150,000.00).

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 Meadows Place, Texas
Attn: Nick Haby, City Administrator
One Troyan Drive
Meadows Place, Texas 77477

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 MEADOWS PLACE, TEXAS

By: CD Jessup IV
Charles D. Jessup IV, Mayor

Date: 10/25/2022

ATTEST/SEAL:



Courtney Rutherford
Courtney Rutherford, City Secretary

APPROVED AS TO FORM:

FORT BEND COUNTY, TEXAS

By: _____
KP George, County Judge

Date: _____

ATTEST/SEAL:

Laura Richard, Fort Bend County Clerk