

RESOLUTION NO. 2024-14

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH FORT BEND COUNTY FOR CITY-MANAGED MOBILITY BOND PROJECT NO. 23310 – DORRANCE LANE.

* * * * *

WHEREAS, in 2023 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities (“Mobility Projects”) that are funded in part by the state or federal government; and

WHEREAS, this Agreement is to outline the funding obligations related to the improvements to Dorrance Lane design and construct phases 2 and 3 of Dorrance. Phase 2 means Dorrance from Oxford to 400 feet east of Bloomington. Phase 3 means Dorrance from Kirkwood to 200 feet west of Ambleswood; and

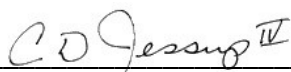
WHEREAS, the County will fund an amount equal to or lesser than 80% of the full project cost or \$3,000,000.

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

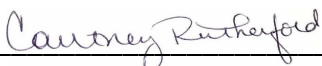
That the Mayor of the City of Meadows Place, Texas, is authorized to enter into an Interlocal Agreement with Fort Bend County for for City-Managed Mobility Bond Project No. 23310 – Dorrance Lane, in a form as attached hereto and marked exhibit “A”.

PASSED, APPROVED, and ADOPTED on this the 23rd day of April 2024.

ATTEST:



Charles D. Jessup IV, Mayor



Courtney Rutherford, City Secretary



THE STATE OF TEXAS

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§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

**INTERLOCAL AGREEMENT FOR CITY-MANAGED MOBILITY PROJECTS
FORT BEND COUNTY PROJECT NO. 23310 – DORRANCE LANE**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between the City of Meadows Place, a municipal corporation and general law city of the State of Texas, situated in Fort Bend County, acting by and through its City Council, ("City"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County"). The City and the County may be referred to collectively as the "Parties".

RECITALS

WHEREAS, in 2023 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities ("Mobility Projects") that are funded in part by the state or federal government; and

WHEREAS, the Project, hereinafter defined and contemplated in this Agreement is the construction of roadway improvements that will enhance the traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the Texas Transportation Code; and

WHEREAS, the Parties assert that the Project, as defined below, is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the Texas Transportation Code; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the City and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

AGREEMENT

Section 1. Purpose

The purpose of this Agreement is to outline the funding obligations related to the improvements to Dorrance Lane.

Section 2. Definitions

- A. **City** means the City of Meadows Place, Texas.
- B. **County** means Fort Bend County, Texas.
- C. **Project** means the improvements to Dorrance Lane and shown in Exhibit A.
 - a. Phase 1 means Dorrance Lane from Kirkwood Road to Oxford Street.
 - b. Phase 2 means Dorrance Lane from Oxford Street to 400 feet east of Bloominton Lane.
 - c. Phase 3 means Dorrance Lane from Kirkwood Road to 200 feet west of Amblewood Drive.
- D. **Eligible Project Costs** means costs for 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, sidewalks up to five feet (5') wide consistent with current City Infrastructure Standards, and construction related services for such roadway improvements. Eligible Project Costs shall include resolution of utility conflicts created by construction of Project elements and similar facilities proposed to be part of the Project. 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.
 - a. The City has completed the design of Phases 1 and 2 and the construction of Phase 1 for a total cost of \$1,465,416. This total cost shall be considered a portion of the City's matching contribution for the Project.
 - b. For Phase 2, the construction of replacement water lines is considered an Eligible Cost. The cost of the water line construction shall be tracked and reported to the County at the end of the Phase 2 construction.
 - c. For Phase 3, the construction of replacement water lines is not considered an Eligible Cost.
 - d. After the construction of Phase 3, the cost of the water lines constructed in Phase 2 will be subtracted from the County's contribution calculation. If the County contribution still exceeds \$3,000,000.00, the City will not owe funds back to the County. If the County contribution is less than \$3,000,000.00, the City shall return the remaining funds to the County per Section 5.H

Section 3. Incorporation of Recitals

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

Section 4. County's Rights and Obligations

A. The County shall select the Engineer to design Phase 3 from the Fort Bend County Professional Services Registry and obtain the City's concurrence.

B. During the work on the Project, the County shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, County shall not interfere with the work in progress. Notice of any deficiencies shall be provided in writing to the City Administrator by the County. The City shall promptly address such deficiencies. The County agrees that the City is the contracted Party and the County shall not provide any direction to the consultant or the contractor, except with concurrence of the City Administrator.

C. The County shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by County shall be promptly addressed by City.

D. The County's sole obligation under this Agreement is to provide funding for the Eligible Project Costs to the City as specified in this Section. The County agrees to pay the City an amount equal to the lesser of the following:

(1) 80% or \$3,000,000.00.

E. The County is not obligated to expend any further funds above \$3,000,000.00 on the Project from the 2023 General Obligation Bonds or any other sources of funding, or exceed the amount contributed by the City, and an amount contributed by the City shall include, by way of illustration, grants obtained by the City for the Project, City bond funds, City General Fund revenues, gifts to the City for the Project, and similar sources providing funding to the City for the Project.

F. Should the City fail to initiate Project design or construction by the dates provided below, or elect to forego construction for any reason, the County shall have, within its sole discretion to exercise, the right to re-allocate its contribution as it determines appropriate.

Section 5. City's Rights and Obligations

A. The City is responsible for managing the design and overseeing the construction and completion of the Project and complying with the applicable state and federal laws. The County shall select the Engineer to design Phase 3 from the Fort Bend County Professional Services Registry and obtain the City's concurrence.

B. The City agrees to initiate design of the Project no later than one hundred and twenty (120) business days after approval of this Interlocal Agreement by the City Council and the Commissioners Court.

C. The City agrees to initiate construction of the Project no later than one hundred and twenty (120) business days after bid opening unless the bids are rejected. The City shall inform the County on the reason for rejecting the bids and a plan to rebid the project or terminate in accordance with Section 5.D.

D. In the event the City fails to initiate Project design or construction, determines the Project lacks feasibility, or for any other reason elects to forego its construction, the City shall provide written notice to the County of such failure or its decision to forego construction. This Agreement shall automatically terminate upon the City's election to forego construction of the Project. However, in the case of the City's delay in initiating Project design or construction, the County shall have the option to proceed with its obligations under this Agreement, notwithstanding such delay. Upon an election to terminate this Agreement for a reason set forth in this paragraph, City agrees to refund all amounts provided by County, if any, upon thirty (30) days of said notice to the County.

E. The City shall submit reports to the County describing in sufficient detail the progress of the Project. These reports shall be submitted to County at increments agreed to between the Parties as appropriate for the various phases of the Project. Reports received by the City from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the City has reviewed such reports and confirmed accuracy of the contractor's report.

F. The City will submit the plans for the Project to the County Engineer for review in accordance with the 2023 General Obligation Bond requirements for the Project. During the work on the Project, the County may review the documents, maps, plats, records, photographs, reports, and drawings pertaining to the Project and may inspect the work in progress, provided that it does not interfere with the work.

G. Upon completion of the Project, but no later than ninety (90) days after final payments to all vendors, the City will furnish the County with a full accounting of the funds expended on the Project and an electronic copy of the record drawings showing the Project as constructed. The County Auditor may review the City's records regarding this Project.

H. If, after completion of the Project and the City's receipt of the funds as stated in Section 4, there are funds remaining and/or savings from the Project, the City shall return to the County the County's prorate portion of such funds within thirty (30) days of the County's acceptance of the full acquired required in Section 5. G. above.

Section 6. Liability

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

Section 7. Maintenance

Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

Section 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, and such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available, and the total maximum funding that the City may become entitled to hereunder and the maximum amount that the County will reimburse the City here under will not under any condition, circumstance, or interpretation hereof exceed the total maximum amount of \$3,000,000.00, specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.

B. Each party paying for the performance of its obligations under this Agreement shall make those payments from current revenues available to that party.

Section 9. Insurance Requirements

City agrees that it will require Contractor's insurance policies name County as well as City as additional insureds on all policies except for Workers' Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

A. Workers' Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

B. Commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

C. Business Automobile Liability coverage applying to owned, non-owned, and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

D. City may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such cases County shall remain an additional insured.

E. City will provide County with proof of insurance under this section within thirty (30) days of City's award of the Construction Contract(s) for the Project.

Section 10. Assignment

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

Section 11. No Third Party Beneficiaries

The Parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

Section 12. Notices

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

County:	Fort Bend County
	Attention: County Judge
	401 Jackson Street, 1 st Floor
	Richmond, Texas 77469

With a copy to: Fort Bend County Engineering Department
Attention: County Engineer
301 Jackson Street
Richmond, Texas 77469

City: City of Meadows Place, Texas
Attention: City Administrator
1 Troyan Drive
Meadows Place, Texas 77479

Section 13. Human Trafficking.

BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Section 14. Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all Parties hereto. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.

{Execution Page to Follow}

Section 15. Execution

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party, and remain in effect until the Project is complete and the obligations under Sections 4 and 5 of this Agreement are fulfilled.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date: _____

ATTEST:

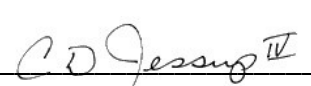
Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

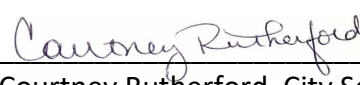
CITY OF MEADOWS PLACE, TEXAS



Charles D. Jessup, IV, Mayor

Date: April 23, 2024

ATTEST:



Courtney Rutherford, City Secretary



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

Robert Ed Sturdivant, Fort Bend County Auditor

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interlocal agreement city of meadows place eng 3.28.2024 draft - ca track changes 4.1.2024

Exhibit A

