

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR
OWENS ROAD 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, a Fort Bend County Mobility Bond passed in November 2017 (“2017 Bond”);
and

WHEREAS, the 2017 Bond authorized funding for a variety of projects, including Owens Road (“2017 Owens Road Project”); and

WHEREAS, the 2017 Owens Road Project includes: (1) 4,200 linear feet of a 4-lane concrete boulevard and 1,750 linear feet of a 4-lane concrete boulevard with curbs and storm sewers ; (2) intersection improvements at US 90A, including traffic signal improvements; (3) UPRR rail crossing improvements; (4) utility adjustments; (5) associated outfall/overflow channel; and (6) sidewalk improvements, all at an estimated cost of Eight Million Nine Hundred Thousand and No/100 Dollars (\$8,900,000.00); and

WHEREAS, the 2017 Bond authorizes the County to provide Three Million Four Hundred Seventy Thousand and No/100 Dollars (\$3,470,000.00) in funding towards the construction cost of the 2017 Owens Road 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 Owens Road (“2020 Owens Road Project”); and

WHEREAS, the 2020 Owens Road Project includes: (1) design and construction of a 4-lane, boulevard section with curb and gutter, and storm sewer; (2) intersection improvements at US 90A including traffic signal improvements; (3) UPRR rail crossing improvements; (4) utility adjustments; (5) associated outfall/overflow channel; and (6) sidewalk improvements, all at an estimated cost of Fourteen Million Four Hundred Thousand and No/100 Dollars (\$14,400,000.00); and

WHEREAS, the 2020 Bond authorizes the County to provide Nine Million Eight Hundred Forty Thousand and No/100 Dollars (\$9,840,000.00) in funding towards the construction cost of the 2020 Owens Project; and

WHEREAS, hereinafter the 2017 Owens Road Project, and the 2020 Owens Road 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) Three Million Four Hundred Seventy Thousand and No/100 Dollars (\$3,470,000.00) out of the 2017 Bond; and (2) Nine Million Eight Hundred Forty Thousand and No/100 Dollars (\$9,840,000.00) out of the 2020 Bond, for a total payment amount of Thirteen Million Three Hundred Ten Thousand and No/100 Dollars (\$13,310,000.00), 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. Design and construct a 4-lane, boulevard section with curb and gutter, and storm sewer;
 - ii. Intersection improvements at US 90A including traffic signal improvements;
 - iii. UPRR rail crossing improvements;
 - iv. Utility adjustments;
 - v. Associated outfall/overflow channel; and
 - vi. Sidewalk improvements

7. Schedule.

- a. The anticipated start date for the Project design is Summer 2022.
- b. The anticipated start date for construction is Fall 2023.

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 Thirteen Million Three Hundred Ten Thousand and No/100 Dollars (\$13,310,000.00) 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 Thirteen Million Three Hundred Ten Thousand and No/100 Dollars (\$13,310,000.00) 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.

CITY OF SUGAR LAND, TEXAS

By: [Signature]
Michael W. Goodrum, City Manager

Date: June 21, 2022

ATTEST/SEAL:

By: Natalie Ferraro Deputy City Secretary
Thomas Harris, III, City Secretary

APPROVED AS TO FORM:

DAnn Shea Smith

FORT BEND COUNTY, TEXAS

By: [Signature]
County Judge KP George
KP George, County Judge

Date: August 23, 2022

ATTEST/SEAL:

By: Laura Richard
Laura Richard, Fort Bend County Clerk

