

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR UNIVERSITY BOULEVARD FUNDING

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR UNIVERSITY BOULEVARD FUNDING ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a body corporate and politic, acting by and through its Commissioners Court, and City of Sugar Land, Texas ("City"), a municipality duly organized and existing under the laws of the State of Texas, acting by and through its City Council. County and City are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain Interlocal Agreement on May 10, 2022 (the "Agreement") for the construction of an additional lane for University Blvd from Lexington to Telfair under the 2013, 2017, and 2020 Mobility Bond Projects (the "Project"); and

WHEREAS, County's contribution for the Project under the Agreement was a total of \$1,610,000.00; and

WHEREAS, by execution of this First Amendment, the Parties now desire to amend the Agreement to provide for additional funding by County for the Project and to otherwise ratify and confirm all the terms and conditions as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. Section 6.a.i., County Responsibilities, is amended as follows:

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; (3) One Hundred Sixty Thousand Dollars (\$160,000.00) out of the 2020 Bond; and (4) Two Million and 00/100 Dollars (\$2,000,000.00) transferred from Scenic Rivers Project No. 13404 and Industrial Blvd Project No. 17309 for a total payment amount of Three Million Six Hundred Ten Thousand and 00/100 Dollars (\$3,610,000.00), upon request for payment by the City.

2. Section 8, County Responsibilities, is amended as follows:

Limit of Appropriation. City understands and agrees that the Maximum Compensation payable to City under this Agreement is hereby increased to an amount not to exceed Three Million Six Hundred Ten Thousand and 00/100 Dollars (\$3,610,000.00) authorized as follows:

\$1,610,000.00 under the Agreement; and
\$2,000,000.00 under the First Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. City clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$3,610,000.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

City does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that City may become entitled to and the total maximum sum that County may become liable to pay to City under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$3,610,000.00.

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
4. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
5. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this First Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George

KP George, County Judge

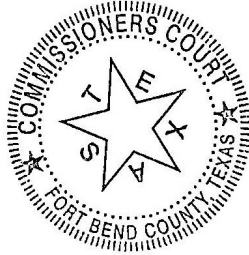
May 13, 2025

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



CITY OF SUGAR LAND, TEXAS

Michael W. Goodrum

Michael W. Goodrum, City Manager

04-02-25

Date

ATTEST:

Linda Mendenhall

Name: Linda Mendenhall

Title: City Clerk

APPROVED:

J. Stacy Slawinski

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 3,610,000.00 to accomplish and pay the obligation of the Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant

Robert E. Sturdivant, County Auditor

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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 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.

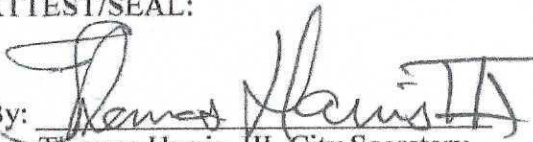
13. This instrument, in duplicate originals, has been executed by the parties hereto as follows. This Agreement shall not be effective until executed by all parties.

CITY OF SUGAR LAND, TEXAS

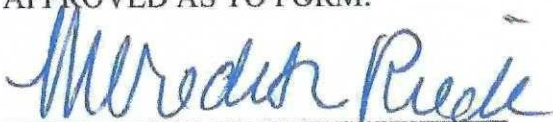
By: 
Michael W. Goodrum, City Manager

Date: April 19, 2022


ATTEST/SEAL:

By: 
Thomas Harris, III, City Secretary

APPROVED AS TO FORM:



FORT BEND COUNTY, TEXAS

By: 
County Judge KP George
KP George, County Judge

Date: May 10, 2022

ATTEST/SEAL:

By: 
Laura Richard, Fort Bend County Clerk





City Council Agenda Request

APRIL 19, 2022

AGENDA REQUEST NO: V.I.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 2013, 2017, and 2020. Fort Bend County will fund 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



City Council Agenda Request

APRIL 1, 2025

AGENDA REQUEST NO: IIL.G.

AGENDA OF: City Council Meeting

INITIATED BY: *Huy Ton, Senior Engineering Manager*

PRESENTED BY: *Huy Ton, Senior Engineering Manager*

RESPONSIBLE DEPARTMENT: Engineering

AGENDA CAPTION:

Consideration of and action on authorization of Amendment No. 1 to the Interlocal Agreement with Fort Bend County, Texas, increasing the Fort Bend County contribution by \$2,000,000.00 for University Boulevard Funding; and authorization of a Budget Amendment in the amount of \$2,000,000.00 to revenues and expenditures.

RECOMMENDED ACTION:

Consideration of and action on authorization to approve Amendment No. 1 of the Interlocal Agreement (ILA) with Fort Bend County in the amount of \$2,000,000.00 to fund the University Boulevard Widening and Intersection Improvements Project, CIP CST2102, and CST2203; and authorization of a Budget Amendment in the amount of \$2,000,000.00 to revenues and expenditures.

EXECUTIVE SUMMARY:

The Citizen Satisfaction Survey identified traffic flow and congestion management as top priorities for Sugar Land residents. In response, the City has developed plans to address these transportation concerns, with a key focus on improvements to University Boulevard, one of the City's most congested and heavily traveled roads. While segments of University Boulevard from SH 6 through Riverstone were initially designed to accommodate future growth, the section between New Territory Boulevard and Lexington Boulevard has experienced significant increases in traffic in recent years. The intersection with US 59 has become a critical point for mobility in this corridor, as surrounding areas continue to expand, including the University of Houston-Sugar Land campus, Smart Financial Center, Brazos River Park, Crown Festival Park, and commercial developments on both sides of US 59.

In November 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 for street projects aimed at improving mobility and reinvesting in the City's transportation network. This included \$1.7 million specifically for the design and construction of University Boulevard widening. Furthermore, the University Blvd Widening project was incorporated into the voter-approved Fort Bend County Mobility Bond for the years 2013, 2017, and 2020. Through this partnership, Fort Bend County has allocated 50% of the construction cost, or a maximum of \$1,610,000. The funding breakdown includes \$500,000 from 2013, \$950,000 from 2017, and \$160,000 from 2020, collectively bringing the total Fort Bend County contribution to \$1,610,000.

An Interlocal Agreement (ILA) formalizing this partnership was approved by the Sugar Land City Council on April 19, 2022, and by the Fort Bend County Commissioners Court on May 10, 2022. On May 7, 2024 the City Council approved a construction contract valued at \$3,207,109 with the low bidder Environmental Allies, LLC. for the University Blvd Widening project. This contract includes adding one lane in each direction to the existing concrete boulevard roadway from north of Wentworth Avenue to New Territory Boulevard, as well as making intersection improvements at New Territory Boulevard, Branford Place, Telfair/Wescott Avenue, Lexington Boulevard, and Wentworth Avenue.

This construction contract represents the first phase of the broader University Blvd Widening initiative. To maximize the benefits of the expansion and improve both traffic flow and safety, it is necessary to upgrade the existing traffic signals along the University Blvd corridor within the project area to accommodate the roadway widening. To facilitate this, the City Council also approved a professional services contract with Alliance Transportation Group, LLC. for the design of the Intersection Signals Improvement project, valued at \$107,625.00.

The design for the Intersection Signals Improvement project is now complete, and the City is currently seeking bids on the project, with construction set to begin in May 2025. To fund the signal improvements, Amendment No. 1 of the Interlocal Agreement has been proposed by the City to Fort Bend County, requesting the transfer of \$2,000,000.00 from previously identified but deferred projects: Scenic Rivers Project No. 13404 (\$600,000) and Industrial Blvd Project No. 17309 (\$1,400,000). By reallocating these funds, the City ensures that there are sufficient financial resources to complete the Intersection Signals Improvement project as part of the broader University Blvd Widening initiative.

The Engineering Department recommends that the City Council approve Amendment No. 1 of the Interlocal Agreement with Fort Bend County in the amount of \$2,000,000, and approve a budget amendment in the amount as stated in Amendment No 1 to the ILA. This will bring the total maximum funding from Fort Bend County for the CIP projects CST2102 and CST2203 to \$3,610,000.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: \$1,610,000.00

ADDITIONAL FUNDING:

FUNDING SOURCE:2013, 2017, 2020 FBC Mobility Bond

ACCOUNT NUMBER (ORG-OBJ-PROJECT):

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	University Blvd Executed ILA	Contracts
<input type="checkbox"/>	Amendment One	Contracts

REVIEWERS:

Department	Reviewer
Engineering	Braun, Jonathan
Engineering	Ton, Huy
Engineering	Braun, Jonathan
Engineering	Li, Jessie
Budget	Steadman, ShaLae
Legal	Thomas, Angelle
Agenda Coordinator	Perez, Justin
Assistant City Manager	Li, Jessie
City Manager	Callaway, Jim