

INTERLOCAL AGREEMENT
FOR MAINTENANCE OF THE CAMPBELL TRIANGLE ESPLANADE

This Interlocal Agreement for Maintenance of the Campbell Triangle/Esplanade (this "Agreement") is between the **City of Houston, Texas** (the "City"), a municipal corporation located in Harris, Fort Bend, and Montgomery Counties, Texas and **Harris County** (the "County"), a body corporate and politic under the laws of the State of Texas. The County and the City are sometimes referred to in this Agreement individually as a "Party" and collectively as "Parties."

WHEREAS, the City owns the property depicted on the map attached hereto as **EXHIBIT "A"**, which is an esplanade bordered by Campbell Road, South Allegro Street and Peppermill Road, known as the Campbell Triangle, Consisting of approximately 17,450 sq. ft. (0.4006 acres) of land located in Houston, Harris County, Texas ("Campbell Triangle" or the "Property"); and

WHEREAS, the County has agreed to be responsible for maintaining the Property as set forth in **ARTICLE II** below at the County's cost.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants, agreements, and benefits to the Parties, it is hereby agreed as follows:

ARTICLE I
PERMISSION, OBLIGATIONS AND TERM

1.01 City Permission. The City hereby authorizes the County to enter upon and maintain the Property to provide all maintenance obligations set forth in **ARTICLE II** below and to use and operate park or recreational facilities in the Property appropriate for the use and enjoyment of residents of the City.

1.02 Term. This Agreement is effective as of the countersignature date by the City Controller (the "Effective Date"). The term ("Term") of this Agreement is for a period of twenty (20) years commencing on the Effective Date. Thereafter, this Agreement shall be renewed for successive one (1) year terms (each a "Renewal Term"). In no event shall the Term of this Agreement, including all Renewal Terms, exceed a total term of thirty (30) years.

1.03 No Interest in Land. It is expressly understood that City is not granting the County a lease, franchise, easement, or other interest in the land comprising the Campbell Triangle, notwithstanding any contrary inference contained herein or elsewhere.

ARTICLE II
MAINTENANCE, CONTROL, AND FUNDING

2.01 County Maintenance of Campbell Triangle. The County agrees to maintain the Property, including mowing of the street esplanade, including drainage swells and ditches along Peppermill Road, Campbell Road and Allegro Street, tree trimming, trash collection and maintenance of the drainage elements (as shown in **EXHIBIT "B"** attached hereto), including keeping said drainage elements free of debris/litter and vegetation that may collect at the drainage elements preventing proper storm flow. In addition, the County will be responsible for the placement of new bollards and replacement of existing bollards in need of repair located within the Property as indicated in **EXHIBIT "B"**. In the alternative, the County may, in its discretion, replace the bollards with trees or other natural barriers to control traffic. The County agrees to operate the Property as appropriate for the recreational use and enjoyment of residents of the City and the County. In consideration of the County's use of the Property, the County will maintain the Property during the Term of this Agreement in a safe condition and in compliance with all applicable state and federal statutes and regulations.

2.02 Control of the Property. During the Term of this Agreement, Except for the performance by the City of the City Obligations as set forth below, the County will have exclusive control and supervision of the Property, including the naming or renaming of the Property, and the Property will be maintained according to the County's rules and regulations. No person will be denied the use of the Property because of race, creed, national origin, religion, color, or sex.

2.03 County Funding. The County will be responsible for and pay any and all costs and expenses associated with performance under this Agreement. The County, however, does not have any funds appropriated for the performance of this Agreement, but contemplates operating and maintaining the Property in the manner in which the County operates and maintains other County green space. Further, the County is not obligated to appropriate funds now, or in the future, for any construction or maintenance of the Property, and all improvements to the Property are at the County's sole discretion.

2.04 City Funding. The City may, but shall not be obligated to, contribute funds and/or materials and supplies for the maintenance of all or any portion of the Property from time to time during the Term of this Agreement.

ARTICLE III
CITY OBLIGATIONS

3.01 Drainage Ditch; Traffic Controls. The City will maintain responsibility for the inspection and reestablishment (regrading) of the drainage ditch to ensure proper drainage along Peppermill Road, Campbell Road and Allegro Street South and provide repairs to and/or replacement of the enclosed drainage assets including inlet, manhole, storm

pipe/culverts, pipe guards/rebar, and manhole covers, as well as the replacement of any traffic control signs located within the Property at the City's cost.

ARTICLE IV
DEFAULT, TERMINATION, AND IMPROVEMENTS

4.01 Default. If, at any time during the term of this Agreement, the County (a) fails to maintain the Property as a street feature for a period of ninety (90) continuous days, or (b) defaults under any other provision of this Agreement, the City will provide the County written notice of such default, specifying in detail the nature of the default. The County will have sixty (60) days after receipt of the written notice to commence cure of the default. In the event the County fails to commence cure of the default within the sixty (60) day period, or to thereafter reasonably prosecute the cure to completion, the sole and exclusive remedy of the City is to terminate this Agreement.

4.02 Termination. This Agreement may be terminated (a) upon thirty (30) days' prior written notice of termination by either Party to the other, or (b) upon ten (10) days' prior written notice by the City to the County for an uncured event of default under Section 4.01.

4.03 Improvements. Upon the expiration of the Term of this Agreement or in the event this Agreement is terminated pursuant to Sections 4.01 or 4.02, any and all improvements to the Property shall become the property of the City at no cost or expense to the City, and the management, maintenance, and control of the Property will become the responsibility of the City.

ARTICLE V
NOTICES

All notices and communications under this Agreement shall be sent by certified mail, return receipt requested, addressed as follows:

If to the City:

Director, Houston Public Works
City of Houston
P.O. Box 1562
Houston, Texas 77521

If to the County:

Harris County Commissioner, Precinct Three
Harris County Administration Building
1001 Preston, 9th Floor
Houston, Texas 77002

ARTICLE VI
RELEASE, INDEMNIFICATION, AND INSURANCE

6.01 Release. To the extent permitted by the constitution and laws of the State of Texas, the County, its predecessors, successors, and assigns hereby release, relinquish, and discharge the City, its predecessors, successors, assigns, legal representatives, and its former, present, and future agents, employees, and officers (collectively referred to in this paragraph as "City") from any liability to the County as a result of the joint or concurrent negligence of City as a result of any injury, including death or damage to persons or property, where such damage is sustained in connection with the Property.

6.02 Indemnification. THE COUNTY AGREES THAT IT WILL REQUIRE EACH CONTRACTOR OR VENDOR (COLLECTIVELY, "CONTRACTOR") THAT CONTRACTS DIRECTLY WITH THE COUNTY TO PERFORM WORK OR PROVIDE SERVICES IN CONNECTION WITH THE PROPERTY TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS AND LIABILITY, INCLUDING DEFENSE COSTS RELATING IN ANY WAY TO DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH CONTRACTOR'S NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION BY THE CONTRACTOR IN CONNECTION WITH OR DURING THE PERFORMANCE OF ITS DUTIES IN CONNECTION WITH THE PROPERTY THE COUNTY WILL REQUIRE EACH CONTRACTOR TO MAINTAIN THIS INDEMNITY DURING THE PERFORMANCE OF SUCH CONTRACTOR'S WORK AND UP TO THE DATE OF THE COUNTY'S ACCEPTANCE OF SUCH WORK.

THE COUNTY FURTHER AGREES TO REQUIRE CONTRACTOR TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL CLAIMS, ALLEGATIONS, FINES, DEMANDS, AND DAMAGES RELATING IN ANY WAY TO THE SOLE, JOINT, AND/OR CONCURRENT NEGLIGENCE OF THE CITY AND CONTRACTOR, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

6.03 Insurance. The County will require all third-party contractors, subcontractors, and vendors (collectively, the "Contractor") who perform work or provide services at the Property to maintain such levels of insurance as are customary for the size and kind of work or services to be provided. All insurance policies, except workers' compensation, must name the City as an additional insured. The County will obtain copies of insurance policies from the Contractor and deliver to the City copies of such policies. All such policies must contain an agreement that the insurer will notify the County, in writing, not less than thirty (30) days before any reduction in coverage or cancellation of any policy.

ARTICLE VII
MISCELLANEOUS

7.01 No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the County and the City, it being understood and agreed that neither any provisions contained in this Agreement, nor any acts of the County or the City, shall be deemed to create any relationship between the County and the City other than the contractual relationship established under this Agreement.

7.02 Captions. The captions used herein are for convenience only and do not limit or control the meaning or interpretation of any of the provisions in this Agreement.

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

7.04 Venue. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Harris County, Texas. Venue for any litigation arising out of or related to this Agreement shall lie solely in the court of appropriate jurisdiction located in Harris County, Texas.

7.05 Assignment. This Agreement shall not be assignable by a Party, in whole or in part, without first obtaining written consent of the other Party. The City shall not sell or transfer the land comprising the Property without the prior written consent of the County.

7.06 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

7.07 Merger. This Agreement contains the entire agreement between the Parties and supersedes and replaces any and all previous agreements, warranties, or other representations between the Parties with respect to the operation, maintenance, and improvements of the Property.

7.08 Amendment; Waiver. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed and executed in the same manner as this Agreement.

7.09 Information Sharing. The County shall promptly provide the City with a copy

of all reports submitted by third party contractors through the County to the Texas Commission on Environmental Quality (TCEQ) pertaining to the Property.

IN WITNESS WHEREOF, this Agreement may be or has been executed in multiple counterparts to be effective upon the date of countersignature by the Controller of the City of Houston.

[EXECUTION PAGE FOLLOWS]

HARRIS COUNTY, TEXAS:

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM ONLY:

Christian D. Menefee, County Attorney

By: Robert de los Reyes
Printed Name: Robert de los Reyes
Assistant County Attorney
CA File # 23GEN3427

CITY OF HOUSTON, TEXAS:

John Whitmire
Mayor

ATTEST/SEAL:

Pat Jefferson Daniel
City Secretary

APPROVED:

Carol Haddock, Director
Houston Public Works Department

COUNTERSIGNED BY:

Chris Hollins, City Controller

COUNTERSIGNATURE DATE:

APPROVED AS TO FORM:

Senior Assistant City Attorney: Kent Kelsey
LD-RE-0000001762

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Interlocal Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON AND HARRIS COUNTY FOR THE OPERATION AND MAINTENANCE OF THE CAMPBELL TRIANGLE

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Interlocal Agreement between the City of Houston and Harris County, pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030, for the City to operate and maintain Campbell Triangle. The Interlocal Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Exhibit "A"

The Property

(attached)

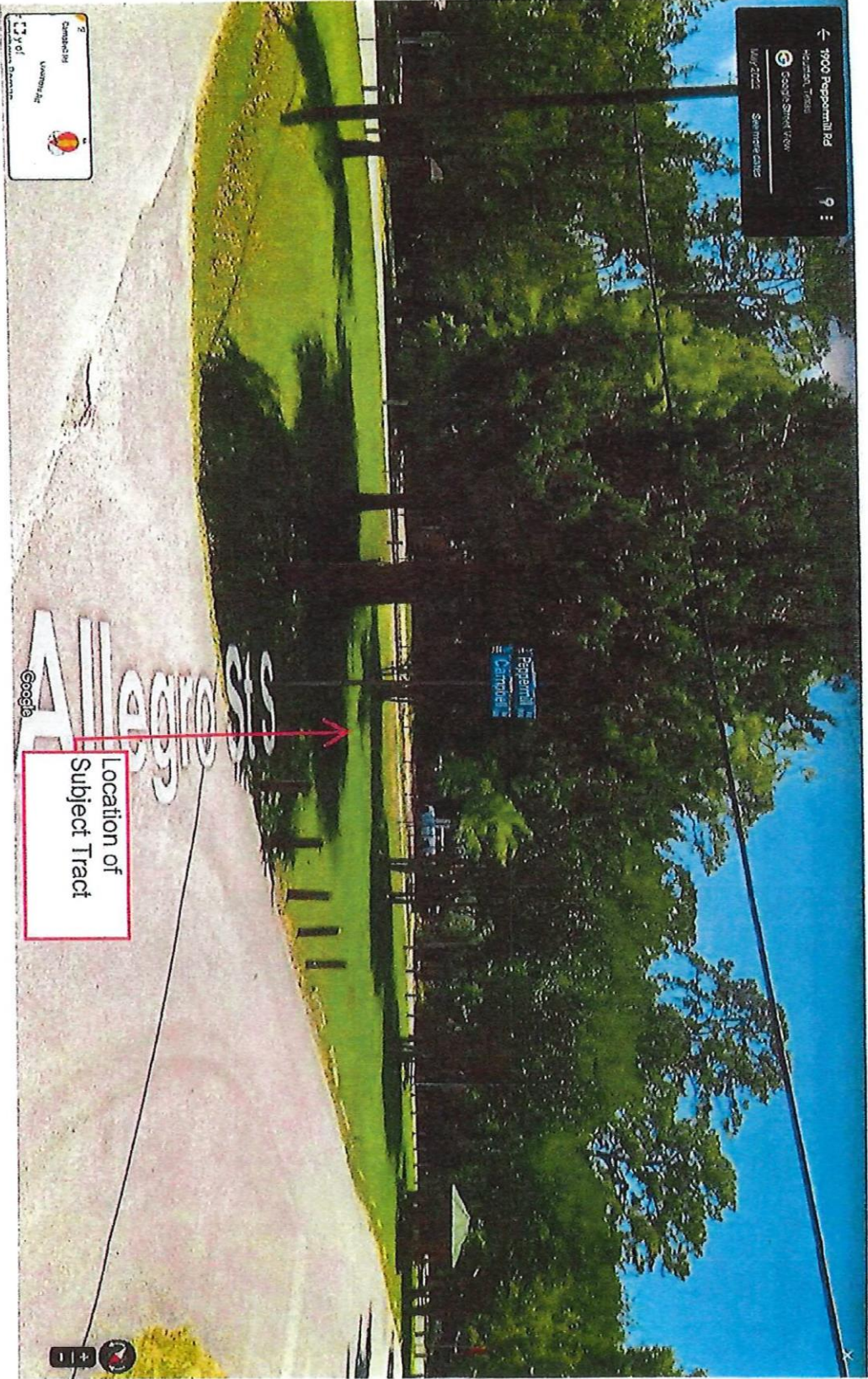


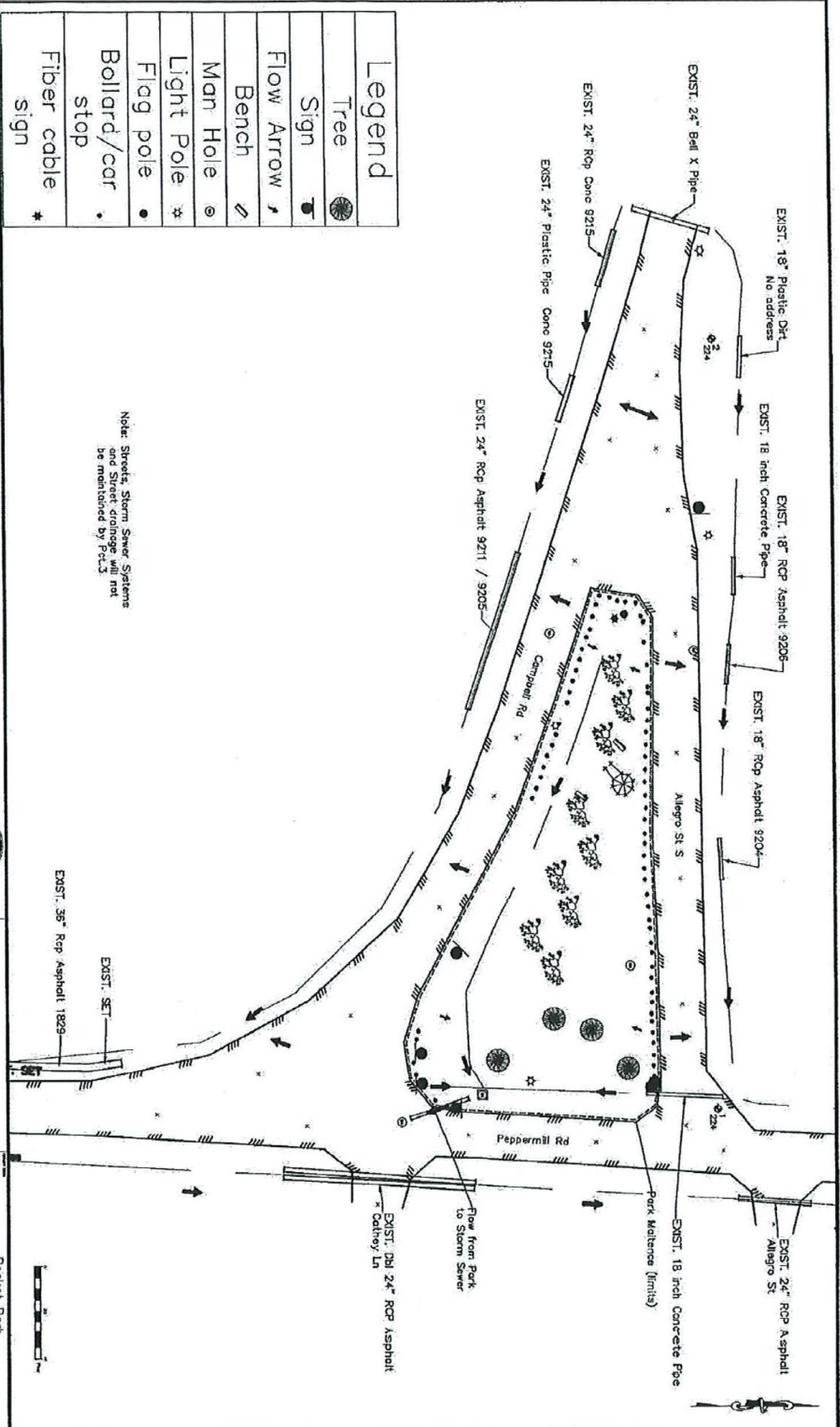
EXHIBIT A

Exhibit "B"

Drainage Elements and Bollards

(attached)

EXHIBIT B



HARRIS COUNTY PRECINCT THREE			
Packet Part Job BH Title: 03-28 Date: 03/27/23	Existing conditions With Flow Arrows 1/1		