

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) and **East End District** (“District”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* County and District may each be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, it is of mutual benefit to both Parties to complete a study report and design for various bikeways, including two key segments of the District’s bikeway network (“Project”) as generally illustrated in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the study and design of the Project; and

WHEREAS, both Parties agree that all funds used under this Agreement shall be from current fiscal funds.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. County’s Responsibilities

- (i) County will provide or cause to be provided, engineering services and related support services necessary to prepare the Study Report (“Study Report”). The County will provide or cause to be provided plans, specifications, and estimates (“PS&E”) for the Project.
- (ii) The County will work collaboratively with the District throughout the Project duration. Upon completion of the Study Report the County will submit the Study Report to District for the District’s review and approval. Upon completion of the PS&E the County will submit the PS&E to District for the District’s review and approval.
- (iii) The County will provide an invoice to the District upon execution of the Agreement.

B. District’s Responsibilities

- (i) District will review the Study Report provided by the County and provide its approval within fifteen (15) business days; provided, however, such deadline may be extended upon County’s approval. Should the District desire to make changes to such Report, the Parties agree to meet and resolve all issues within fifteen (15) business days of the District’s receipt of the Report in order to finalize an agreed upon Report unless an approved deadline extension was made. If the District does not provide a response on the Report within fifteen

(15) business days from its receipt of the Report, then the Report submitted to the District will be deemed approved unless an approved extension of such period of time was made.

- (ii) The District will work collaboratively with the County throughout the Project duration. The District will review the PS&E provided by the County and provide its approval within ten (10) business days after submittal. Should the District desire to make changes to the PS&E, the Parties agree to meet and resolve all issues within ten (10) business days of the District's receipt of the PS&E, in order to finalize an agreed upon PS&E for the Project. If the District does not provide a response on the PS&E provided by the County within ten (10) business days from its receipt of the PS&E, then the PS&E submitted to the District by the County will be deemed approved.
- (iii) The District shall remit payment to the County for the District Funding Share for the Project in accordance with Section 2 of this Agreement.

Section 2. Funding of the Project

Notwithstanding any provision in this Agreement to the contrary, the following provisions will apply to all payments made under this Agreement:

- A. The County agrees to provide (\$250,000.00) of the cost necessary for the Project and the District agrees to provide (\$250,000.00) of the cost ("District Funding Share") necessary for the Project as generally illustrated in Exhibit B attached hereto and incorporated herein by reference.
- B. The District agrees to provide payment of the District Funding Share to the County within thirty (30) days of receipt of the invoice.
- C. The Parties agree that any change orders to the design contract shall only be made with prior approval by each Party. The Parties agree that any costs incurred during the Project or other work to be performed under this Agreement in excess of the design contract award amount may be funded by the District in its sole discretion.

Section 3. Term and Termination

- A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of the design of the Project or the County's receipt of all payments due from the District under this Agreement, whichever occurs later ("Term").
- B. This Agreement may be terminated by the County before award of the design contract and at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Limitation of Appropriation

- A. District understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not currently appropriating any funds for the Project. County may appropriate funds to complete the Project, but such funds shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified available by the Harris County Auditor. The District may terminate this Agreement if the County does not appropriate funds to complete the Project, and the District shall not be required to pay the District Funding Share.

- B. District understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of the Harris County Auditor to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

Section 5. Miscellaneous

- A. Non-Assignability. The County and the District bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the District shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party
- B. Notice. Any notice required to be given under this Agreement (“Notice”) shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the District at the following addresses:

District:	East End District 3211 Harrisburg Blvd Houston, TX 77003 Attention: Veronica Chapa Gorczynski Email: Veronica@eastenddistrict.com
County:	Harris County Engineering Department 1111 Fannin Street, 11 th Floor Houston, Texas 77002 Attention: Interagency Agreement Coordinator

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days’ written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the District for any purpose. The District, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.
- D. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than the District for the performance of this Agreement. The District is not obligated or liable to any party other than the County for the performance of this Agreement. Nothing in the Agreement

is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of County or the District with respect to any third party.

- E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.
- F. No Personal Liability; No Waiver of Immunity.
- (1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County or District.
 - (2) The Parties agree that no provision of this Agreement extends the County's or the District's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
 - (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County or the District of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
- G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- H. No Binding Arbitration; Right to Jury Trial. The Parties do not agree to binding arbitration, nor do the Parties waive their right to a jury trial.
- I. Contract Construction.
- (1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement.
 - (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
 - (3) When terms are used in the singular or plural, the meaning shall apply to both.
 - (4) When either the male or female gender is used, the meaning shall apply to both.
- J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

- K. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.
- L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, 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, entities, or circumstances shall not be affected thereby.
- M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- O. Warranty. By execution of this Agreement, the Parties warrant that the duties accorded to each in this Agreement are within their powers and authority.

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

EAST END DISTRICT

By: Veronica Chapa Gerczynski
Name: Veronia Chapa-Gerczynski
Title: President

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

ATTEST

By: Blanca E. Blanco
Secretary

By: Philip Berzins
Philip Berzins
Assistant County Attorney
CAO File No.: 21GEN2827

A. PROJECT DESCRIPTION

The **Precinct 2 East End Bicycle Connectivity Project** is a first critical step to building the East End's first-ever network of high-comfort bikeways that are safe and comfortable for people of all ages and abilities. All three bikeways will be designed to fit the needs of the East End and expand access to key community destinations.

This project includes the design and construction of three key segments of the East End's bikeway network:

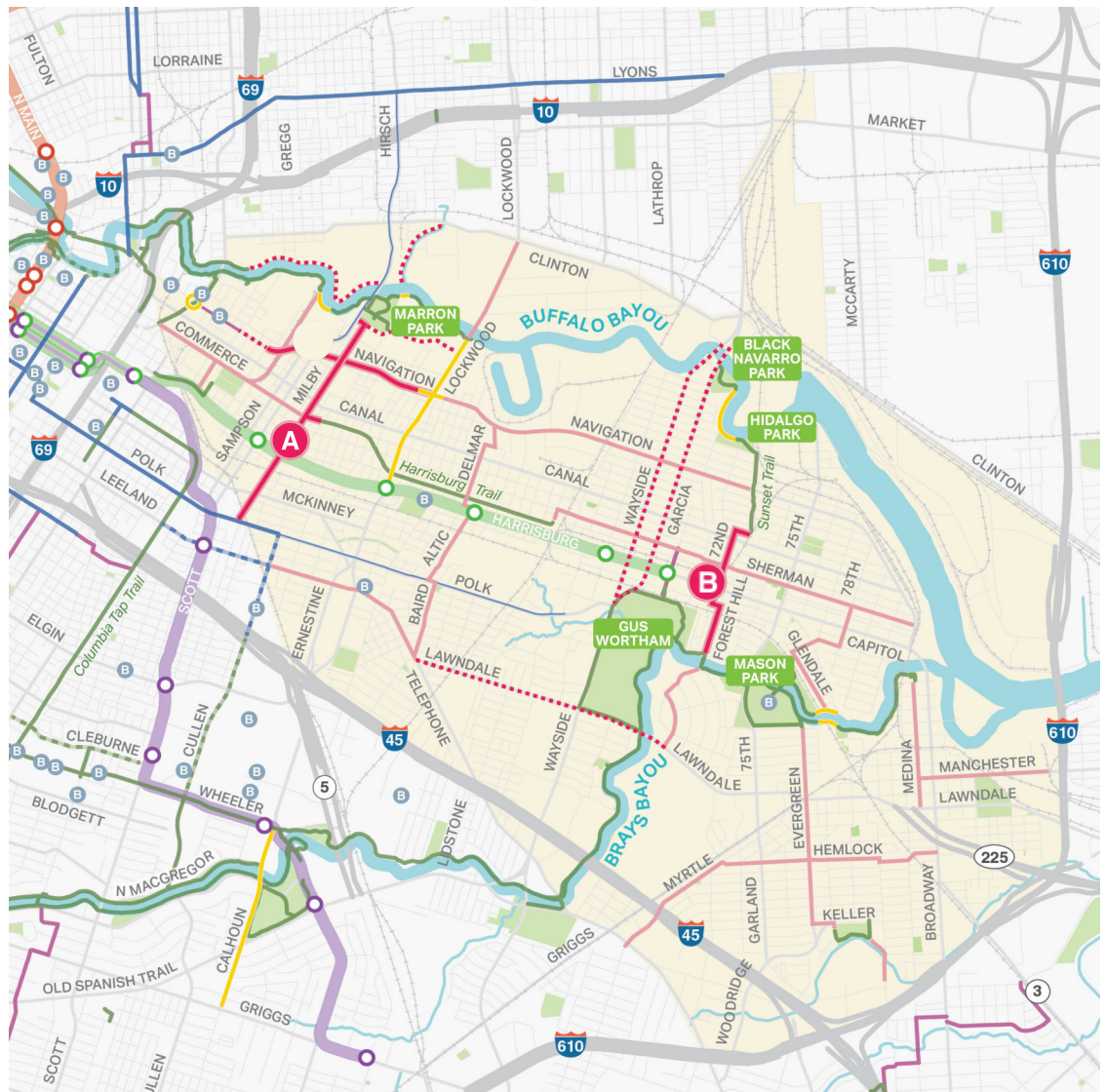
- **Milby St** from Polk St Bike Lanes to Tony Marron Park and Buffalo Bayou
- **Forest Hill Blvd/72nd St** from Sunset Trail to Brays Bayou and Mason Park

Precinct 2 East End Bicycle Connectivity Project Map

A Milby St

B Forest Hill Blvd + 72nd St

- East End Bike Plan
- Draft Phase 1 Network
- Other Current Projects
- Other Projects In Planning



Existing Off-Street Bikeway

Existing Protected On-Street Bikeway

Existing Shared On-Street Bikeway

Existing
In Construction

B Bike Share Station

East End District

METRORail Lines & Stops

Parks

Bayous

+++ Freight Rail

EXHIBIT B	
East End District	
Pct 2	
17-Jul-23	
Description	Estimated Cost (Estimate Used In Agreement)
Precinct 2- Contribution Cost (NOT TO EXCEED)	\$250,000.00
East End District - Contribution Cost	\$ 250,000.00
Subtotal	\$500,000.00
Total Cost	\$500,000.00

ORDER OF COMMISSIONERS COURT

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

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

ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND EAST END DISTRICT TO COMPLETE A STUDY REPORT AND DESIGN FOR VARIOUS BIKEWAYS, INCLUDING TWO KEY SEGMENTS OF THE EAST END DISTRICT'S BIKEWAY NETWORK AND ALL RELATED APPURTENANCES IN HARRIS COUNTY PRECINCT 2

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
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:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and East End District to complete a study report and design for various bikeways, including two key segments of the East End District's bikeway network and all related appurtenances in Harris County Precinct 2.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.