

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) and **City of Houston** (“City”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* County and City 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 the Design Concept Report for Aldine Westfield Road from Beltway 8 to Pine Tree Drive (“Report”) as described in Exhibit A attached hereto and incorporated herein by reference, located in Harris County Precinct 2;

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the Report; 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. City’s Responsibilities

- (i) The City will provide or cause to be provided, engineering services and related support services necessary to prepare the Report.
- (ii) Upon completion of the Report, the City will submit the Report to the County for review and approval.

B. County’s Responsibilities

- (i) County will review the Report provided by the City and provide its approval within ten (10) business days. Should the County desire to make changes to such Report, the Parties agree to meet and resolve all issues within ten (10) business days of the County’s receipt of the Report in order to finalize an agreed upon Report. If the County does not provide a response on the Report within ten (10) business days from its receipt of the Report, then the Report submitted to the County will be deemed approved.
- (ii) Upon execution of this Agreement, the County shall remit payment to the City for the County Funding Share for the Report in accordance with Section 2 of this Agreement.

Section 2. Funding of the Report

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 \$800,000.00 (not to exceed) of the cost necessary for the Report and the City agrees to provide \$1,921,000.00 of the cost necessary for the Report to the extent provided by law, as described in Exhibit B attached hereto and incorporated herein by reference.
- B. The County agrees to provide payment of the County Funding Share to the City within fourteen (14) business days of receipt of the invoice.
- C. Parties agree that any costs incurred during the work for the Report or other work to be performed under this Agreement in excess of the contract award amount may be funded by the City.

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 Report or the City’s receipt of all payments due from the County under this Agreement, whichever occurs later (“Term”).
- B. This Agreement may be terminated by the City at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Miscellaneous

- A. **Non-Assignability.** The County and the City 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 City 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 City at the following addresses:

City: City of Houston
Michael Ereti
611 Walker Street
Houston, TX 77002
Email: Michael.Ereti@houstontx.gov

County: Harris County Engineering Department
1111 Fannin Street, 11th 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 City for any purpose. The City, 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 City 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 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.
 - (2) The Parties agree that no provision of this Agreement extends the County'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 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 County does not agree to binding arbitration, nor does the County waive its 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 author 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 City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

[EXECUTION PAGE FOLLOWS]

Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be a good, binding and effective as an original signature.

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
County Attorney

By: An Le
An Le
Assistant County Attorney
CAO File No.: 22GEN2030

CITY OF HOUSTON
By: Sylvester Turner 12/14/2022
DocuSigned by: Amanda Washington
D4243AF78FF4D6...
ATTEST/SEAL
By: Pat Jefferson 12/15/2022
DocuSigned by: 2F30AB366C0B4B1...
City Secretary

COUNTERSIGNED BY:
By: Chanelle Clark
City Controller
DocuSigned by: Chanelle Clark
B172D137C7AD44E...

DATE COUNTERSIGNED:

12/16/2022

APPROVED:

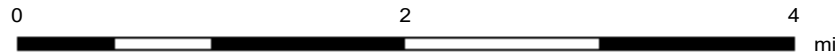
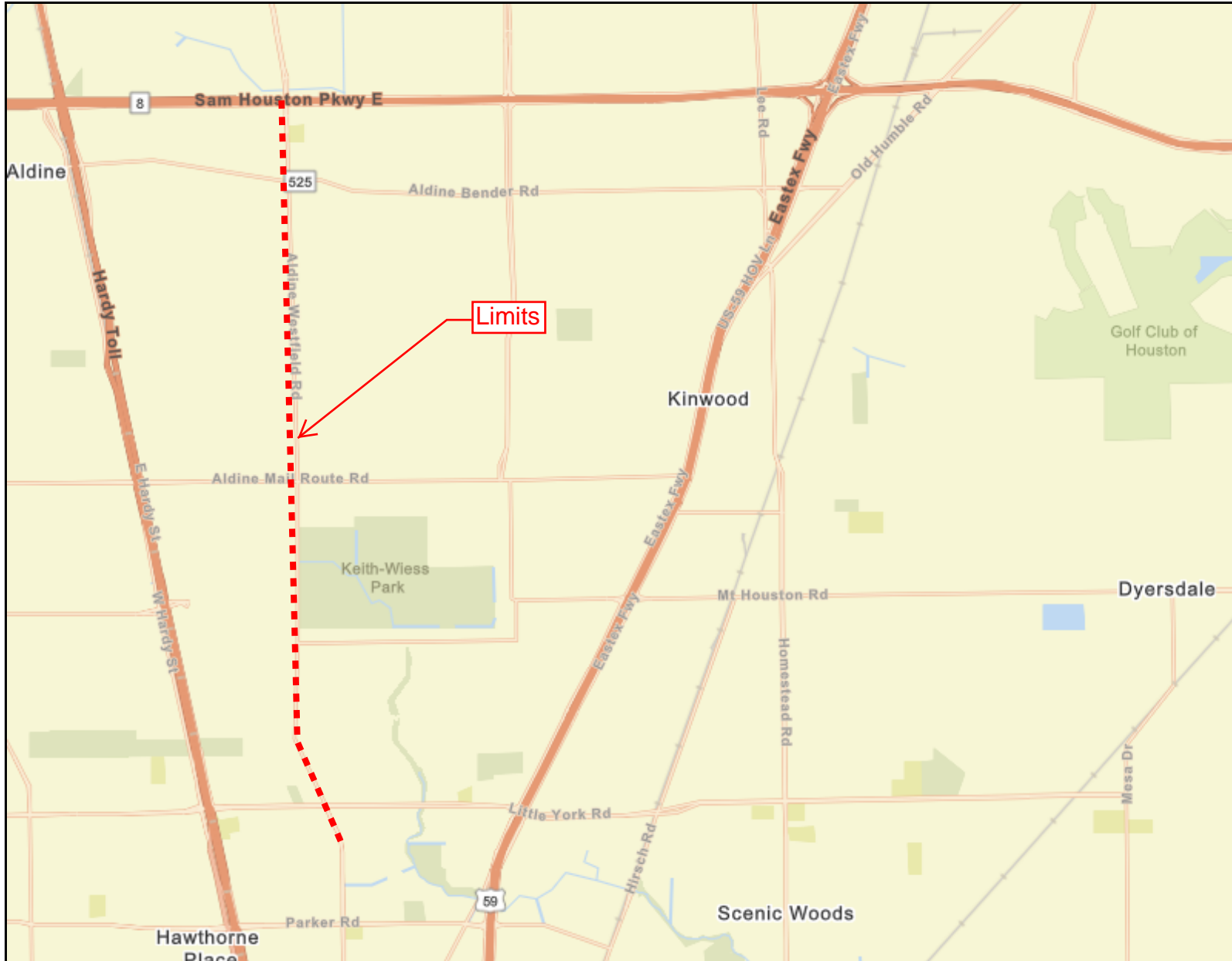
By: Carol Haddock
A93C410B72B3453
Director, Houston Public Works

APPROVED AS TO FORM:

By: Samantha Gamble
8D521169E5ED40F...
Assistant City Attorney
00
L.D. No.: _____



Legend



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Notes

ALDINE WESTFIELD PAVING DRAINAGE FROM BELTWAY 8 TO PINE TREE DRIVE WBS # N-100032-0001-3 CONTRACT # 4600014748 SUMMARY OF PROJECT

BUDGET

EXHIBIT B

Phase	Description	Classification	Total Est. Cost	Funding COH	Funding by Harris County (Not to Exceed)
Design	Design Concept Report (DCR)*	Professional Services	\$ 2,721,000.00	\$ 1,921,000.00	\$ 800,000.00
* - Design Concept Report will Determine if the Project is Feasible and Provide Estimated Costs for Further Project management, Design, Bidding and Construction Costs Including Right-of-Way Aquistion and Other Reuired Professionals Servies.					

These are preliminary estimates, are subject to change as design moves forward

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 CITY OF HOUSTON FOR THE DESIGN CONCEPT REPORT FOR ALDINE WESTFIELD ROAD FROM BELTWAY 8 TO PINE TREE DRIVE 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 City of Houston for the Design Concept Report for Aldine Westfield Road from Beltway 8 to Pine Tree Drive 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.