

RESOLUTION NO. 17-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF SUGAR LAND, TEXAS FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. That City Council hereby approves an Interlocal Agreement with the City of Sugar Land, Texas for the construction of drainage improvements in accordance with the terms and conditions of the agreement attached hereto as Exhibit A and incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this 7th day of March, 2018.



Leonard Scarcella, Mayor

ATTEST:



Tomika R. Lewis, City Secretary

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into by and between the City of Sugar Land, Texas (Sugar Land), acting by and through its City Council, and the City of Stafford, Texas, (Stafford), acting by and through its City Council, (collectively, hereinafter sometimes referred to as "Party" or "Parties"). This Agreement is made pursuant to Chapter 791 of the Texas Government Code (Act).

RECITALS:

Sugar Land has or will complete a series of drainage improvement projects throughout the portion of the Sugar Creek neighborhood located in Sugar Land city limits. Such improvements will begin near the intersection of Amesbury Ct. and terminate at the existing storm water corrugated metal pipe located at Bendwood Drive and Fairway Drive.

Stafford desires to connect its existing storm sewer system to the improvements being constructed by Sugar Land. These connections will occur at the storm sewer culvert located at the mutual boundary along Longview Drive.

The Parties believe that coordinating and combining drainage on a regional level will serve a public purpose and benefit residents in both cities.

The Act authorizes local governmental entities such as Sugar Land and Stafford to enter into interlocal agreements for governmental functions and services as set forth in the Act.

NOW, THEREFORE, Sugar Land and Stafford, in consideration of the mutual covenants and agreements herein contained, agree as follows:

I.

INCORPORATION OF RECITALS

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

II.

GENERAL OBLIGATIONS

A. Stafford will be solely responsible for taking all actions necessary to complete the connections. Such connections will occur in two phases.

B. Stafford will own and maintain the connections upon completion. Stafford will provide

advance written notice to Sugar Land of any maintenance or emergency work to occur at the connections. Such notice will be sent to the Sugar Land City Engineer.

C. Both parties agree that the construction of the Phase 2 connection will not occur until the completion of Sugar Land's drainage projects in the Brunswick Dr. and Merrick Dr. drainage improvements. Such drainage projects are required to provide the additional capacity to accept the additional water from Stafford without compromising the safety of the residents in Sugar Land.

III. PHASE 1 CONNECTION

A. The Phase 1 connection consists of the connection a 2 x 36-inch pipe to a 5 x 8 culvert located at city limits on Longview Drive. The 48-inch pipe is owned and maintained by Stafford and constitutes a portion of Stafford's drainage system. The culvert is owned and maintained by Sugar Land and constitutes a portion of Sugar Land's drainage system.

B. Prior to making the Phase 1 connection, Stafford will submit to Sugar Land's City Engineer plans, drawings and specifications for review. Sugar Land will review the plans and specifications and provide any comments to Stafford within 30 days of receiving the plans from Stafford. Once all comments are satisfied, Sugar Land will, in writing, provide Stafford with approval and notice to proceed with the Phase 1 connection.

C. Stafford will advertise for and receive bids for the Phase 1 connection pursuant to the usual and customary procedures of Stafford, in accordance with the plans, drawings and specifications approved by Sugar Land's City Engineer and in compliance with all competitive bidding statutes applicable to Sugar Land and Stafford.

D. Stafford reserves the right to reject all bids. In such event, Stafford may either re-advertise for bids in accordance with the approved plans, drawings and specifications or terminate this Agreement as provided herein. Stafford's determination of the lowest responsible bid for the connection will be final and conclusive.

E. Stafford will be responsible for the cost of administration of the construction of the Phase 1 connection. Stafford will ensure that Sugar Land is named as an additional insured on all bonds and insurance policies required for the construction of the Phase 1 connection.

F. Stafford will remit payment to Sugar Land in the amount of \$152,000. Such payment will be made within 5 business days of letting the construction contract for the Phase 1 connection.

G. During work on the Phase 1 connection, Sugar Land will have the right to review all documents, maps, records, reports and drawings affecting the Phase 1 connection and to inspect the work in progress, provided however, that in conducting such inspections, Sugar Land will not interfere with the work in progress. Any deficiencies noted by Sugar Land must be brought to the attention of Stafford and the deficiencies promptly addressed by Stafford.

H. Sugar Land will have the right to participate in the final inspection of the Phase 1 connection. At that time, any deficiencies noted by Sugar Land will be promptly addressed by Stafford.

I. Upon completion of the construction of the Phase 1 connection, but no later than 90 days after completion, Stafford will provide a set of record drawings of the Phase 1 connection to Sugar Land showing the connection as constructed.

IV. PHASE 2 CONNECTION

A. The Phase 2 connection consists of the installation of a new 4 x 8 culvert and the connection of such culvert to an existing 5 x 8 culvert located at City limits on Longview Drive. The new 4 x 8 culvert will be owned and maintained by Stafford and will constitute a portion of Stafford's drainage system. The existing culvert is owned and maintained by Sugar Land and constitutes a portion of Sugar Land's drainage system.

B. Prior to making the Phase 2 connection, Stafford will submit to Sugar Land's City Engineer plans, drawings and specifications for review. Sugar Land will review the plans and specifications and provide any comments to Stafford within 30 days of receiving the plans from Stafford. Once all comments are satisfied, Sugar Land will, in writing, provide Stafford with approval and notice to proceed with the Phase 1 connection. **Sugar Land will not grant approval until all drainage projects in Brunswick Dr. and Merrick Dr. are completed.**

C. Stafford will advertise for and receive bids for the Phase 2 connection pursuant to the usual and customary procedures of Stafford, in accordance with the plans, drawings and specifications approved by Sugar Land's City Engineer and in compliance with all competitive bidding statutes applicable to Sugar Land and Stafford.

D. Stafford reserves the right to reject all bids. In such event, Stafford may either re-advertise for bids in accordance with the approved plans, drawings and specifications or terminate this Agreement as provided herein. Stafford's determination of the lowest responsible bid for the connection will be final and conclusive.

E. Stafford will be responsible for the cost of administration of the construction of the Phase 2 connection. Stafford will ensure that Sugar Land is named as an additional insured on all bonds and insurance policies required for the construction of the Phase 2 connection.

F. Stafford will remit payment to Sugar Land in the amount of \$37,000. Such payment will be made within 5 business days of letting the construction contract for the Phase 2 connection.

G. During work on the Phase 2 connection, Sugar Land will have the right to review all documents, maps, records, reports and drawings affecting the Phase 2 connection and to inspect the work in progress, provided however, that in conducting such inspections, Sugar Land will not

interfere with the work in progress. Any deficiencies noted by Sugar Land must be brought to the attention of Stafford and the deficiencies promptly addressed by Stafford.

H. Sugar Land will have the right to participate in the final inspection of the Phase 2 connection. At that time, any deficiencies noted by Sugar Land will be promptly addressed by Stafford.

I. Upon completion of the construction of the Phase 2 connection, but no later than 90 days after completion, Stafford will provide a set of record drawings of the Phase 2 connection to Sugar Land showing the connection as constructed.

V.

NO WAIVER OF IMMUNITY

Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Furthermore, no provision in this Agreement prohibits either Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

VI.

NOTICE

Any notice required to be given under this Agreement will be deemed received when sent by United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand delivery or electronic or facsimile transmission confirmed by mailing written confirmation substantially the same time as such electronic or facsimile transmission, and addressed to the respective Party at the following address:

To Sugar Land: City of Sugar Land
 PO Box 110
 Sugar Land, Texas 774787-0110
 Attention: City Engineer

To Stafford: City of Stafford
 2610 South Main Street
 Stafford, Texas 77477
 Attention: City Engineer

VII.

MISC. TERMS

A. The Parties will observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. In case any one or more provisions contained in

this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

B. This Agreement will be construed in a manner consistent with the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as it may hereafter be amended.

C. The Parties agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

IX.
VENUE AND JURISDICTION

Mandatory and exclusive venue of any dispute between the Parties to this Agreement will be in a court of competent jurisdiction located in Fort Bend County, Texas.

X.
ENTIRE AGREEMENT

This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. This Agreement may be amended by the mutual written agreement of the Parties.

XI.
AUTHORITY TO ENTER INTO AGREEMENT

Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have the authorization to sign on behalf of their respective organizations.

This Agreement is effective as of the date of the latest signature below.

City of Sugar Land, Texas

By: _____

Title: _____

Date: _____

Attest: _____

By: _____

Title: City Secretary

City of Stafford, Texas

By:  _____

Title: Mayor

Date: March 9, 2018

Attest:  _____

By: _____

Title: City Secretary

Approved as to Form:

By: _____

Title: City Attorney

Approved as to Form:

By: _____

Title: City Attorney