

**INTERLOCAL AGREEMENT FOR
CITY OF HILSHIRE VILLAGE PROJECT**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

**ARTICLE 1
PARTIES**

THIS INTERLOCAL AGREEMENT FOR CITY OF HILSHIRE VILLAGE (“Agreement”) is made effective on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** (“City”), a Texas home-rule city, and the **CITY OF HILSHIRE VILLAGE** (“Hilshire Village”), a Texas general law municipality, organized and existing under the laws of the State of Texas.

1.1. Addresses

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

City

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

Hilshire Village

City of Hilshire Village
8301 Westview Drive
Houston, TX 77055
Attn: Mayor Robert Buesinger
Email: Mayor@hilshirevillagetexas.com

The parties agree as follows:

WHEREAS, it is of mutual benefit to both Parties to construct sidewalk improvements along Wirt Road from IH-10 Westbound Feeder Road to Westview Drive, referred to as the Wirt Road Safety Project (“Project”) as generally illustrated on 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 construction 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:

1.2. Table of Contents

This Agreement consists of the following sections:

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1.3. Parts Incorporated

The exhibit described above is incorporated into this Agreement.

1.4. Controlling Parts

If a conflict between the sections of this Agreement and the exhibit arises, the sections control over the exhibit.

1.5. Signatures

The parties have executed this Agreement in multiple copies, each of which is an original.

**HILSHIRE VILLAGE:
CITY OF HILSHIRE VILLAGE**

**THE CITY:
CITY OF HOUSTON, TEXAS**

By: _____
Name: Robert Buesinger
Title: Mayor
Tax ID No.: 74-2162965

Mayor

ATTEST

ATTEST/SEAL:

By: _____
Name: Susan Blevins
Title: City Administrator/City Secretary

City Secretary

APPROVED AND RECOMMENDED:

APPROVED AND RECOMMENDED:

Chief Development Officer

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

APPROVED AS TO FORM:

Senior Assistant City Attorney
L.D. File No. _____

ARTICLE 2 DEFINITIONS

As used in this Agreement, the following terms shall have meanings set out below:

- 2.1. “Hilshire Village”** is defined in Article 1 of this Agreement and includes the Hilshire Village’s successors and assigns.
- 2.2. “Hilshire Village Contribution”** is defined in Section 3.1.1 of this Agreement.
- 2.3. “City”** is defined in Article 1 of this Agreement and includes its successors and assigns.
- 2.4. “City Contribution”** is defined in Section 4.1.1 of this Agreement.
- 2.5. “Countersignature Date”** is the date of countersignature by the City Controller of the City of Houston.
- 2.6. “Project”** means the sidewalk improvements (Pedestrian and Safety Improvements) along Wirt Road from IH-10 Westbound Feeder Road to Westview Drive, referred to as the Wirt Road Safety Project, and as generally illustrated on Exhibit A.
- 2.7. “Project Costs”** means the costs associated with the Project.

ARTICLE 3 DUTIES OF THE HILSHIRE VILLAGE

3.1. Hilshire Village Contribution; Scope of Work

3.1.1. Hilshire Village has received the commitment from Harris County Precinct 3 (County) to fund the construction, construction management/inspection and materials testing of the proposed sidewalk improvement along Wirt Road (Pedestrian and Safety Improvements) for the Project. These improvements may also include potential crosswalk locations at intersecting streets and wheelchair ramps on the east and west sides of Wirt Road, if required by the City. Hilshire Village will be responsible for providing funds for the engineering services needed for the design of the Pedestrian and Safety Improvements, including permitting and approvals from the City and County required for the Project. The funding contributions by each participant are summarized in Exhibit A – Scope of Work for City of Hilshire Village Project.

3.1.2. Hilshire Village and/or County shall provide all labor, material, and supervision necessary to construct the Project. Hilshire Village and/or County, their contractors and subcontractors, will be responsible for all permits required for the Project and all consents required to be obtained from any applicable governmental agency.

3.1.3 Hilshire Village will coordinate preparation of design and construction plans and specifications. Hilshire Village will coordinate with the County on the award of the construction contract to one of the County's On-Call Contractors, and administer construction administration and surveying for the Project. The City shall have no responsibility for administration of the construction contract and shall incur no obligation to any contractor thereby.

3.2. Insurance and Indemnification

Hilshire Village shall require that the Project contractor (and its subcontractors) provide the insurance and indemnification for the Project which are commensurate with other like public works construction projects.

**ARTICLE 4
DUTIES OF CITY**

4.1. City Contribution; Conditions of Expenditure; Use of Excess Funds

4.1.1. The City shall contribute \$0.00 for Project Costs related to the Wirt Road Safety Project (Pedestrian and Safety Improvements) to the Village under this Agreement ("City Contribution").

4.1.2. The City will assist Hilshire Village in the review and permit approval process of the Wirt Road Safety Project design plans. The design plans will be submitted through InterAgency for review and distribution.

4.1.3. The City will accept the partial survey of the west side of Wirt Road and Plan view only in the preparation of design plans for the proposed sidewalk improvements in the Wirt Road Safety Project, as previously coordinated and agreed upon by the City's Planning & Development Department, and the Multimodal Safety & Design (MSD) Branch, respectively.

**ARTICLE 5
TERM AND TERMINATION**

5.1. Agreement Term

This Agreement is effective on the Countersignature Date.

5.2. Termination

5.2.1. This Agreement shall terminate on December 31, 2024, or upon the completion of the Project, whichever occurs first.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1. Purpose of Agreement; Responsibilities of the Parties

The parties agree that this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement. The parties further agree that neither party is an agent, servant, or employee of the other party and that each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6.2. Force Majeure

Neither party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.

6.3. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

6.4. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties and embodies the entire agreement of the parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the parties regarding this Agreement.

6.5. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Hilshire Village. The **designee of City** is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.6. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is in a state or federal court of competent jurisdiction in Harris County, Texas.

6.7. No Waiver of Immunity

Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall constitute a waiver by either party of any provisions of (i) Chapters 75, 84, 95 or 101 of the Texas Civil Practice and Remedies Code, as amended, (ii) any laws relating to limitations of liability of the type of entity of such party, or (iii) sovereign or governmental immunity, as any of the foregoing may be available to such party.

6.8. Notices

All notices to either party to this Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Article 1 of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice. A copy of such notice shall be emailed at the time of posting to the email addresses of the persons set out in Article 1.

6.9. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

6.10. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement. An approval by the [designee of City], or by any other employee or agent of the City, of any part of Hilshire Village's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.

6.11. Enforcement

The City Attorney, or his or her designee, may enforce all legal rights and obligations under this Agreement without further authorization. Hilshire Village shall provide to the City Attorney all documents and records pertaining to this Agreement that the City Attorney requests to assist in determining Hilshire Village's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

6.12. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

6.13. Survival

Hilshire Village shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

6.14. Parties in Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Hilshire Village only.

6.15. Successors and Assigns

This Agreement binds and benefits the parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City or Hilshire Village.

6.16. Business Structure and Assignments

Hilshire Village shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the [designee of City]'s prior written consent.

6.17. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

EXHIBIT A

SCOPE OF WORK FOR CITY OF HILSHIRE VILLAGE PROJECT

Estimated Project Cost: **\$383,840**

City of Houston (City) Contribution: **\$0.00**

Estimated Harris County Precinct 3 (County). Contribution:

- Provide construction funding for sidewalk improvements project
- Provide construction management and inspection of the project

City of Hilshire Village (Hilshire Village) Contribution: **\$89,385**

Managed by: CITY OF HILSHIRE VILLAGE

Project Scope:

- **Pedestrian and Safety Improvement:** Construction of 5-ft wide sidewalks along the west side of Wirt Road from Westview Dr and the Harris County Park at the northwest corner of the intersection of IH-10 and Wirt Rd., including potential crosswalk locations at intersecting streets and wheelchair ramps on the east and west sides of Wirt Road, if required by the City of Houston.