

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

**INTERLOCAL AGREEMENT
INTERLOCAL CONTRACT**

This Interlocal Contract ("Agreement") is made and entered into and effective as of the 28th day of March, 2018 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between, the City of Angleton, (the "City"), a political subdivision of the State of Texas incorporated pursuant to Chapter 43 of the Local Government Code, and the Gulf Coast Center (the "Center"), established pursuant to provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992).

RECITALS

WHEREAS, pursuant to the Act, the City and the Center are authorized to contract with eligible political subdivisions of the state of Texas, to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, The Center (and its public transportation department Connect Transit), provide fixed route transit services within Brazoria County and the City of Angleton;

WHEREAS, the Center and City desire to partner together to utilize previously programmed FTA Section 5307 resources to implement sidewalks, ADA ramps, and transit shelters which are supportive of fixed route ridership;

WHEREAS, the projects have preliminarily been agreed upon between the City and the Center;

WHEREAS, initial cost estimates reflect a combined engineering, design, and construction cost of approximately \$250,000;

WHEREAS, the Center agrees to provide up to \$200,000 in FTA Section 5307 resources towards the projects;

WHEREAS, the City agrees to provide up to \$50,000 in local funding via an escrow account to serve as the 20% match for the projects;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from their current revenues legally available to them.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Center agree to the following terms, covenants, and conditions:

ARTICLE 1 – DEVELOP AND IMPLEMENT SIDEWALKS, ADA RAMPS, AND TRANSIT SHELTERS

The Center and the City agree to work jointly to design and implement transit shelters, ADA ramps, and sidewalks as generally consistent with Exhibit A.

ARTICLE 2 – ROLES AND RESPONSIBILITIES

The Center will facilitate project design and construct the project via consultant contracts.

The City will provide consultative review of conceptual and final design plans prior to being let for construction.

The City will provide coordination assistance as it relates to the provision of applicable design guidelines, code requirements, inspection, and necessary points of contact.

The Center will endeavor to complete the project within calendar year 2018.

ARTICLE 3 – FINANCIAL SUPPORT

The City agrees to provide \$50,000 in local funding to the Center for placement in an escrow account. The funding will be used as the 20% match for up to \$200,000 in FTA Section 5307 funds. The City funds will only be used to the extent that Center funds are used. Upon project final completion, any un-used funds will be returned to the City.

ARTICLE 4 – PAYMENT

The City will provide the local match commitment to the Center within thirty (30) days of the execution of this interlocal agreement. The Center will pay all contractors in accordance with individual contractual requirements and state and federal regulations regarding prompt payment.

ARTICLE 5 - TERM OF AGREEMENT

This Agreement is in effect for twelve (12) months. The agreement may be extended through written agreement of both parties.

ARTICLE 6- CANCELLATION OF AGREEMENT

This agreement may be cancelled at any time by either party providing sixty (60) days written notice of intention to terminate. Written notice must be provided to the applicable party at the following:

Gulf Coast Center, 10000 Emmett F. Lowry, Suite 1220, Texas City, Texas, 77591, to the attention of the Executive Director; or

City of Angleton, 121 S. Velasco Street, Angleton, Texas, 77515, to the attention of the City Manager.

ARTICLE 7 – LIABILITY

Section 7.1 - No Personal Liability of Center. To the extent allowed by law the Center's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 7.2 - No Personal Liability of the City. To the extent allowed by law, the City's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

ARTICLE 8 – MISCELLANEOUS

Section 8.1 - Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 8.2 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Gulf Coast Center, 10000 Emmett F. Lowry, Suite 1220, Texas City, Texas, 77591, to the attention of the Executive Director.

City of Angleton, 121 S. Velasco Street, Angleton, Texas, 77515, to the attention of the City Manager.

Section 8.3 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

Section 8.4 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does 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, if consistent with the overall intent of this Agreement.

Section 8.5 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the Center or their successors and permitted assigns.

Section 8.6 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 8.7 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 8.8 - Time is of the Essence. Time is of the essence in this Agreement.

Section 8.9 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

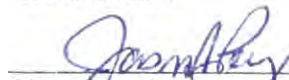
APPROVED:



The Gulf Coast Center
Executive Director

Dated: 03.28.18

APPROVED:



City of Angleton
Mayor

Dated: 3-13-18

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RECITALS

WHEREAS, pursuant to the Act, the City and the Center are authorized to contract with eligible political subdivisions of the state of Texas, to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, The Center (and its public transportation department Connect Transit), provide fixed route transit services within Brazoria County and the City of Angleton;

WHEREAS, the Center and City desire to partner together to pursue discretionary federal and state mobility funding for the implementation of previously identified sidewalks, ADA ramps, and transit shelters which are supportive of fixed route ridership;

WHEREAS, the Center is a Federal Transit Administration (FTA) grantee, and thus can file for grants, receive federal funding, oversee transit service contracts, develop capital facilities and enter into Interlocal Agreements with project partners;

WHEREAS, both the City and the Center can pursue federal and state mobility infrastructure funding through the Houston – Galveston Area Council's (H-GAC) Transportation Improvement Program (TIP);

WHEREAS, the Center, as a project sponsor, can utilize its status as a FTA grantee to transfer funding to FTA and avoid TxDOT oversight, fees, and contract coordination;

WHEREAS, the Houston-Galveston Area Council (H-GAC) is anticipated to have a Transportation Improvement Program (TIP) Call for Projects for the programming of discretionary funding resources in June 2018;

WHEREAS, the Center can utilize existing consultant contracts in order to prepare a funding application for the previously identified pedestrian-transit improvements; and,

WHEREAS, the City has demonstrated a willingness to set aside the 20% local match contribution in order to fund the previously identified pedestrian-transit improvements.

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from their current revenues legally available to them.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Center agree to the following terms, covenants, and conditions:

ARTICLE 1 – DEVELOPMENT OF TRANSPORTATION IMPROVEMENT PROGRAM (TIP) APPLICATION

The City and Center agree to coordinate to develop and submit a TIP application through the upcoming H-GAC Call for Projects.

ARTICLE 2 – ROLES AND RESPONSIBILITIES

Pursuit of Funding

The Center will use existing consultant contracts to develop the application and provide all supporting materials.

The City will assist in providing necessary City Council resolutions, letters of support, and other information which is more appropriate to be generated by City staff.

The City will provide the 20% local match commitment in the form of cash, to be provided in the future if the project is selected for discretionary grant funding.

The Center will be designated as the project sponsor on the grant application.

Project Development

Assumes approval of funding from the H-GAC and/or other entity.

The Center will serve as the project sponsor and will transfer the funding to the Federal Transit Administration (FTA) for implementation.

The Center, as the sponsor, will complete the necessary grant administration and compliance activities to include the provision of reporting to H-GAC and the FTA.

The City will hold all contracts associated with project implementation (engineering, construction, material testing, etc.) and will allow GCC to review and approve all procurements, invoices, and other contracting documentation in order to satisfy FTA compliance requirements.

The City and the Center will work together to jointly implement the project.

This ILA will be amended to further codify roles and responsibilities upon project funding.

ARTICLE 3 – FINANCIAL SUPPORT OF THE CITY

The City agrees to provide the 20% local match commitment as demonstrated in the project budget (Exhibit A).

The City shall be responsible for project cost over-runs experienced through implementation.

ARTICLE 4 – PAYMENT

The City will provide the local match commitment when it is needed for the project. It is estimated that the funding will not be required until FY 2020 or later, depending on when funding from the TIP Call for Projects is programmed for expenditure. Local funding for the project will be provided by the City directly to third party contractors. Federal funding will be disbursed by the Center to the City as costs are incurred and upon receipt of the appropriate documentation required to justify federal reimbursement.

ARTICLE 5 - TERM OF AGREEMENT

This Agreement will perpetuate, upon execution, through the 2018 H-GAC Call for Projects process. If the project is not selected for funding, the agreement will be cancelled. If the project is funded, the agreement will continue for a twenty-four (24) month period. The agreement may be extended through written agreement by both parties.

ARTICLE 6- CANCELLATION OF AGREEMENT

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Gulf Coast Center, 10000 Emmett F. Lowry, Suite 1220, Texas City, Texas, 77591, to the attention of the Executive Director.

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Section 8.3 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

Section 8.4 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does 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, if consistent with the overall intent of this Agreement.

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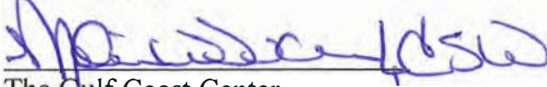
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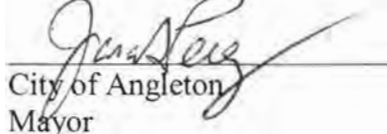
APPROVED:



The Gulf Coast Center
Chief Executive Officer

Dated: 03/28/2018

APPROVED:



City of Angleton
Mayor

Dated: 3327-18

Exhibit A

Angleton Pedestrian Improvements					
Corridor	Side	Construction	Soft	Contingency	Total
Hospital Dr.	S	\$103,767	\$20,753	\$24,904	\$149,424
Deborah Dr.	W	\$58,447	\$11,689	\$14,027	\$84,163
W Miller St.	N/S	\$920,302	\$184,060	\$220,873	\$1,325,235
Parrish St.	E/W	\$917,661	\$183,532	\$220,239	\$1,321,432
Pecan St.	N	\$101,168	\$20,234	\$24,280	\$145,681
Cedar St.	N	\$349,749	\$69,950	\$83,940	\$503,639
Downing St.	E	\$35,411	\$7,082	\$8,499	\$50,992
Totals		\$2,486,505	\$497,301	\$596,761	\$3,580,568
Federal Cost					\$2,864,454
Angleton Cost					\$716,114

