



CITY OF HOUSTON

Parks and Recreation Department
A CAPRA Accredited Agency

Annise D. Parker

Mayor

Joe Turner
Director
Parks and Recreation Department
2999 S. Wayside
Houston, TX 77023

T. 832.395.7000
F. 832.395.9452
www.houstonparks.org

January 12, 2015

Mr. Alan Clark
Director of Transportation
H-GAC
P.O. Box 22777,
Houston, TX 77227-2777

Subject: International Management District Bikeway Project

Dear Mr. Clark:

Houston Parks and Recreation Department (HPARD) is pleased to nominate the International Management District Bikeway (the Project) to the TIP Call for Projects. The Project is consistent with the Regional Transportation Plan's identified goals. It also reflects the needs of the City of Houston to expand and connect bicyclists and pedestrians to the City's multimodal transportation system via safe off and on street access routes in the International Management District (IMD). The Project fulfills the connectivity goal for the District identified in their 2009 Master Plan.

The Project total cost is \$2,007,843. HPARD requests 80% of project cost in the amount of \$1,606,274. HPARD and IMD are providing a 20% match of \$401,569. The Project is ready for implementation within the time period proposed under TIP. HPARD and IMD commit to the long term maintenance of this hike and bike project. HPARD's application package includes evidence of the City of Houston and IMD's financial commitment to the matching funds as required to supplement the federal aid requested.

We look forward to your positive review of our project nomination.

Sincerely,

Joe Turner
Director

JT/LC/RE

H-GAC 2015 TIP Call for Projects
 City of Houston Parks and Recreation Department Project Application
 International Management District Bikeways
 Project Budget

Project Expenditures ('000s)	Project Total
Planning/Environmental	112,500
Design	222,500
Property/ROW Acquisition	---
Utility Relocation	---
Construction	1,672,843
Other	
Total Expenditures	2,007,843
Project Funding ('000s)	
Local - Bond	200,000
Local - General Revenue	201,569
Local - Private Contributions	
TxDOT - Other	
Other	
REQUESTED (H-GAC/TxDOT)	1,606,274
Total Funding	2,007,843

C74463
2014-0087

FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT FOR TRANSPORTATION ENHANCEMENTS BETWEEN THE CITY OF HOUSTON AND THE INTERNATIONAL MANAGEMENT DISTRICT

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

THIS FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT FOR TRANSPORTATION ENHANCEMENTS ("FIRST AMENDMENT") is made on the counter-signature date by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a home-rule city of the state of Texas, and the **INTERNATIONAL MANAGEMENT DISTRICT** (the "District"), a Texas municipal management district.

RECITALS:

1. Pursuant to Ordinance No. 2011-0944 (November 18, 2011), the City and the District entered into an Agreement for Transportation Enhancements (the "Original Agreement"), which included the IMD Bikeway Project, and which designated the City's Public Works and Engineering Department as the responsible City department for the project.
2. The City and the District desire to amend the Original Agreement because the Houston Parks and Recreation Department will participate in the project and serve as the responsible City department, replacing the Department of Public Works and Engineering.
3. The Houston Parks and Recreation Department wishes to share in the local match, which this has been approved in the City's adopted Capital Improvement Plan for Fiscal Year 2014.
4. **NOW THEREFORE**, the parties agree as follows:

ARTICLE I.

Article 3, Project Funding, of the Original Agreement, as passed by Ordinance 2011-0944, is deleted in its entirety, and replaced with the following:

The total estimated cost of the Project is \$2,007,843.00. The State

has agreed to fund the 80% federal share, totaling \$1,606,274.00. To the extent permitted by law, the City shall provide the 20% non-federal share in the State Contract, totaling \$401,569.00.

Pursuant to this Section, the parties acknowledge that IMD has paid \$401,569 to the City in payment of the 20 percent non-federal share of the Project. Within 60 days following the effective date of this Amendment, the City will return \$200,000 of such funds to IMD, to the extent permitted by law. The IMD share of the Project shall be limited to IMD's remaining contribution of \$201,569, and the City will be responsible for the remaining portion of the non-federal share of the costs of the Project.

The City shall allocate \$200,000.00 from the Fiscal Year 2014 Capital Improvement Plan for the non-federal share.

ARTICLE II.

Article 4, Overruns/Underruns, of the Original Agreement, as passed by Ordinance 2011-0944, is deleted in its entirety, and replaced with the following:

IMD shall pay for \$201,569 of the non-federal participation costs associated with the project, plus any overruns in excess of the project cost estimate, design changes, or construction change orders. The State, the City, and IMD shall discuss these items prior to implementation. IMD shall pay for the operation or maintenance services for the Project.

Upon completion of the Project, the City will perform an audit of the Project costs. Any funds due by IMD, the City, or the State will be promptly paid by the owing party within 45 days of notification. **In the event the Project is not commenced or, once commenced, is not completed, the City will reimburse IMD for its pro rata share of unspent funds within 45 days of receipt of written request by IMD, to the extent permitted by law.**

In the event the Project is not completed, the City may seek reimbursement from IMD for the expended funds. IMD will remit the required funds to the City within sixty (60) days from receipt of the City's notification.

ARTICLE III.

Article 6, Amendments, of the Original Agreement, as passed by Ordinance 2011-0944, is deleted in its entirety, and replaced with the following:

All amendments to this Agreement shall be in writing and must be executed by both parties within the term of this Agreement.

All notices, requests, consents, and other communication required or permitted under this Agreement shall be in writing and shall be addressed to the receiving party's address as set forth below or to such other address as a

party may designate by notice. All notices, requests, consents, and other communication shall be (i) delivered by hand, or (ii) sent by certified mail, return receipt requested.

All notices, requests, consents, and other communication shall be deemed delivered when (i) actually received, or, (ii) if earlier, on the third day following deposit in a United States Postal Service Post Office or receptacle with proper postage affixed (return receipt requested).

The address for notices, requests, consents, and other communications shall be as follows:

CITY:

Director
Houston Parks and Recreation Department
2999 South Wayside
Houston, Texas 77023

IMD:

David Hawes
Executive Director, International Management District
c/o Hawes Hill Calderon LLP
10103 Fondren Suite 300
Houston, Texas 77096

ARTICLE IV.

Except as modified under this First Amendment, the Original Agreement will remain in full force and effect. In the event of a conflict between the Original Agreement and this First Amendment, this First Amendment shall prevail.

E. Signatures

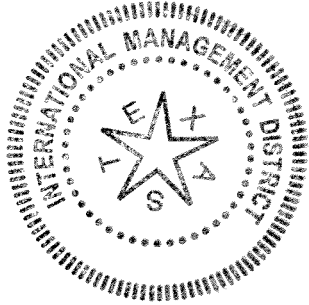
The Parties have executed this Agreement in multiple copies, each of which is an original.

INTERNATIONAL MANAGEMENT DISTRICT

By: [Signature]
Executive Director

ATTEST/SEAL (if a corporation)
WITNESS (if not a corporation)

By: [Signature]
Name: Lesley S. Hill
Title: Associate Exec. Director



CITY OF HOUSTON, TEXAS

By: [Signature]
Mayor [Signature]

ATTEST/SEAL:

[Signature]
City Secretary

APPROVED:

[Signature]
Director, Houston Parks and Recreation
Department

COUNTERSIGNED BY:

[Signature]
City Controller [Signature]

DATE COUNTERSIGNED:

2-4-14

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney
L.D. No. 0751100003010