

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR INSTALLATION, OPERATION AND MAINTENANCE OF
SOLAR POWERED SPEED AWARENESS SIGNS WITHIN
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 185**

This Interlocal Agreement (the "Interlocal Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and Fort Bend County Municipal Utility District No. 185 ("District"), acting by and through its Board of Directors. The County and the District may be referred to collectively herein as the "Parties."

RECITALS:

WHEREAS, the District has been created and organized for the purposes, among others, of protecting, preserving, and restoring the purity and sanitary condition of water within the State, and has the authority pursuant to Chapter 49 of the Texas Water Code, as amended to finance, develop and maintain, among other facilities, landscaping, parkways, greenbelts, sidewalks, trails and public right-of-way projects in the District; and

WHEREAS, District is a local government as defined by the Act, and as such is lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, County is a local government as defined by the Act with authority to maintain public right-of-way and install traffic control devices, and as such is lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, the District requested the installation of certain solar-powered speed awareness signs "Sign" in an effort to address concerns with speeding on streets within its boundaries; and

WHEREAS, the District recognizes the Signs are not typically installed on all public roads and is therefore, willing to fund all operation and maintenance costs associated with having County install the Signs within the boundaries of the District; and

WHEREAS, County and District believe it is in their best interests to enter into this Interlocal Agreement to install, operate and maintain the Signs to encourage drivers to operate vehicle in a safe manner within the boundaries of the District.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

SECTION 1
PURPOSE

The purpose of this Interlocal Agreement is to outline the obligations related to the installation and maintenance of Solar Powered Speed Awareness Signs within the boundaries of the District.

SECTION 2
OBLIGATIONS

2.1 County agrees to purchase and install the Signs within the public right of way at locations within the boundaries of the District at its discretion, upon consultation with the District. The Signs shall comply with all County standards and requirements for signs to be used in the public right of way. County agrees to manage the maintenance responsibilities of the Signs, subject to District's obligation to fund such maintenance costs, as provided below.

2.2 District shall be responsible for all costs to maintain the Signs in a properly operating manner for as long as such Signs remain in place within the boundaries of the District, which shall include but is not limited to the costs of repair, replacement, relocation and other modifications, as needed.

2.2.1 Upon completion of any tasks related to maintenance of the Signs, County shall submit an invoice showing the amounts due for actual costs incurred by the County to perform such maintenance to District.

2.2.2 District shall pay each invoice within thirty (30) calendar days, payable to Fort Bend County, delivered to the Fort Bend County Treasurer, 301 Jackson Street, Richmond, Texas 77406-1202.

SECTION 3
TERM

This Interlocal Agreement shall continue in force and effect from the date of execution of the last party hereto and shall continue in full force and effect for one (1) year and thereafter as long as one (1) or more Signs are in place and functional within the boundaries of the District. Either party may terminate this Interlocal Agreement upon thirty (30) days written notice to the other party. Upon termination, County will determine, at its sole discretion, whether the Signs will remain installed.

SECTION 4
INSURANCE AND LIABILITY

4.1 Liability Insurance. At all times, the District will provide and keep in force liability insurance covering the District for liability for property damage and personal injury. This insurance is to be carried by one or more insurance companies duly authorized or admitted to transact business in Texas. The insurance provided under this section must be in the amount of not less than \$100,000.00 for property damage and not less than \$100,000.00 for one person and \$300,000.00 for one accident for personal injury. This insurance will protect the District against liability to any employees or servants of the District, and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the Signs. The District shall include the County and the members of Commissioners Court as an additional insured on such insurance.

4.2 Each party is solely responsible for the actions and omissions of its employees and officers. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Interlocal Agreement and the performance of the covenants contained herein.

SECTION 5
NOTICES

5.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Interlocal Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Interlocal Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

5.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

District: Board President
Fort Bend County Municipal Utility District No. 185
c/o Coats Rose, P.C.
9 Greenway Plaza, Suite 1100
Houston, Texas 77046

5.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 5.1 and 5.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

5.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

5.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

SECTION 6

MISCELLANEOUS

6.1 The parties may not amend or waive this Interlocal Agreement, except by a written agreement executed by both parties.

6.2 The laws of the State of Texas govern all disputes arising out of or relating to this Interlocal Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Interlocal Agreement and waive the right to sue or be sued elsewhere. Nothing in the Interlocal Agreement shall be construed to waive either party's sovereign immunity.

6.3 If a court finds or rules that any part of this Interlocal Agreement is invalid or unlawful, the remainder of the Interlocal Agreement continues to be binding on the parties.

6.4 This Interlocal Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Interlocal Agreement which is not contained herein shall be valid or binding.

6.5 This Interlocal Agreement cannot be assigned by either party.

6.6 This Interlocal Agreement does not confer any enforceable rights or remedies upon any person other than the parties. No provision of this Agreement constitutes consent to suit.

6.7 The section captions used in this Interlocal Agreement are for convenience of reference only and do not affect the interpretation or construction of this Interlocal Agreement.

EXECUTED on this the ____ day of _____, 2017.

FORT BEND COUNTY

Robert E. Hebert, County Judge

ATTEST:

Laura Richard, County Clerk

APPROVED:

Richard W. Stolleis, P.E., County Engineer


EXECUTED on this the ____ day of _____, 2017.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT
NO. 185



Edwin "Allen" Thomas, Board President

ATTEST:



District Representative