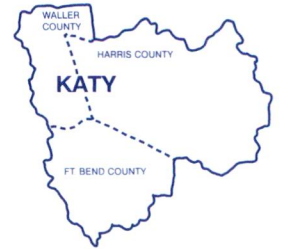




City of Katy



HUB CITY OF THREE COUNTIES

RESOLUTION NO. 1316

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KATY, TEXAS, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH FORT BEND COUNTY FOR REIMBURSEMENT OF COSTS RELATED TO DECORATIVE TRAFFIC SIGNALS AT KINGSLAND BOULEVARD AND KATY FORT BEND ROAD.

* * * * *

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

Section 1. That the City Council of the City of Katy, Texas hereby authorizes the Mayor to sign an Interlocal Agreement with Fort Bend County for Reimbursement of Costs Related to decorative traffic signals at Kingsland Boulevard and Katy Fort Bend Road, under the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

PASSED, APPROVED, AND ADOPTED on the 23rd day of May, 2022.

CITY OF KATY, TEXAS

By: William H. Thiele
William H. Thiele, Mayor

ATTEST:

Becky L. McGrew
Becky L. McGrew, City Secretary

APPROVED:

Art Pertile, III
Art Pertile, III, City Attorney

EXHIBIT A

Resolution No. 1316

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR REIMBURSEMENT OF COSTS
DECORATIVE TRAFFIC SIGNALS

This Interlocal Agreement for Reimbursement of Cost (this "Agreement") is made and entered into pursuant to Texas Government Code Chapter 791, by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas acting by and through its Commissioners Court (the "County"), and the City of Katy, a municipal corporation and home-rule city of the State of Texas acting by and through its City Counsel (the "City"). The County and the City may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS:

WHEREAS, the County is a body corporate and politic under the laws of the State of Texas with authority to maintain public right of way; and

WHEREAS, the City is a body corporate and politic under the laws of the State of Texas with authority to maintain public right of way; and

WHEREAS, the City desires to make enhancements to roadways within its extraterritorial jurisdiction and allow the installation of a decorative traffic signal by a private developer (the "Decorative Signal"); and

WHEREAS, the Parties believe it is in their respective best interests to enter into this Agreement setting forth the terms and conditions pursuant to which the County will maintain the Decorative Signal and the City will reimburse the County for the cost to repair and/or replace the pole supporting the Decorative Signal in excess of the cost of a standard galvanized traffic signal pole; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the Parties, it is agreed as follows:

AGREEMENT:

1. Purpose of the Agreement. The purpose of this Agreement is to outline the funding and other obligations related to the maintenance of a Decorative Signal at Kingsland Boulevard at Katy Fort Bend Road.
2. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into this Agreement.

3. County's Rights and Obligations.

- A. The County is responsible for the maintenance, including the repair and/or replacement, of the Decorative Signal subject to this Agreement.
- B. Within thirty (30) days of incurring the cost to repair or replace the Decorative Signal, the County will furnish the City a request for payment with a full accounting of the actual cost of the repair or replacement of the Decorative Signal.

4. City's Rights and Obligations.

- A. The sole obligation of the City under this Agreement is to reimburse the County the total amount of the actual cost to repair or replace the Decorative Signal, in excess of the actual cost to install a standard traffic signal with galvanized steel poles.
- B. Within thirty (60) days of County's issuance of a request for payment and the City's receipt and acceptance of County's full accounting of the funds expended on the repair or replacement of the Decorative Signal, the City will forward the amount as determined in accordance with the preceding subsection A to the County.

5. Liability. The Parties are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity. Each Party warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.

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 Agreement and the performance of the covenants contained herein.

6. Maintenance. The County will maintain the Decorative Signal to the extent it provides maintenance on standard traffic signals with galvanized steel poles. Any maintenance requiring the repair or replacement of the ornamental components of the Decorative Signal beyond the scope of standard traffic signals with galvanized steel poles shall be reimbursed by the City pursuant to the terms of this Agreement.

7. Period of the Agreement and Termination. This Agreement becomes effective on the date signed by the last Party and shall remain in effect until for as long as the Decorative Signal remains in place.

8. Miscellaneous.

- A. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other

may reasonably request in order to achieve the intentions and objectives of this Agreement.

- B. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County: Fort Bend County
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

With a copy to: Fort Bend County Engineering Department
Attention: County Engineer
301 Jackson Street
Richmond, Texas 77469

City: City of Katy, Texas
Attention: City Administrator
P.O. Box 617
Katy, Texas 77493

- C. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. This Agreement may only be amended by a written instrument signed by both Parties.
- D. If any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.
- E. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any resident of any Party.
- F. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.
- G. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.

H. The governing body of each Party has authorized its execution and the Agreement has been approved at a duly called and posted meeting, as applicable.

IN TESTIMONY HEREOF, the Parties have executed this Agreement in multiple counterparts.

FORT BEND COUNTY


KP George, Fort Bend County Judge

Date: _____

Attest:

Laura Richard, County Clerk

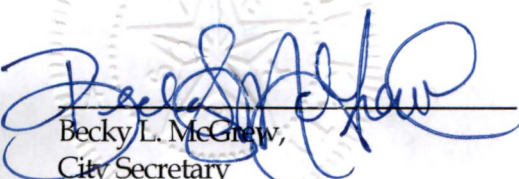
CITY OF KATY



William H. Thiele, Mayor

Date: May 23, 2022

Attest:



Becky L. McGraw,
City Secretary