

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. 165**

This Interlocal Agreement (the “Interlocal Agreement” or “Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between Fort Bend County, Texas (the “County”), a body corporate and politic, acting by and through its Commissioners Court, and Fort Bend County Municipal Utility District No. 165 (the “District”), acting by and through its Board of Directors. The County and the District may each be referred herein as a “Party” and, 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 requests the installation of two (2) solar-powered speed awareness signs (the “Signs”) at locations to be specified by the District 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 enter this Agreement to obtain the authority to install, operate and maintain the Signs at location within public right of way under the terms of this Agreement; and; and

WHEREAS, County and District believe it is in their best interests and will provide a direct benefit to the District and the County to enter into this Interlocal Agreement to install, operate and maintain the Signs to encourage drivers to operate vehicles 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 Agreement is to outline the obligations related to the installation, operation, and maintenance of the Signs within the boundaries of the District.

SECTION 2
OBLIGATIONS

2.1 The County agrees to allow the District to install two (2) Signs on Mason Road within the boundaries of the District.

2.2 The District shall be responsible for the maintenance of the signs, whether directly or through a separate agreement with Fort Bend County Municipal District No. 165, for as long as such Signs remain in place. The County hereby grants and conveys to the District a license for the term of this Agreement in and to portions of the street right-of-ways within the boundaries of the District to install, operate, repair, maintain and replace such Signs.

2.3 The County does not have any obligation to replace the Signs if removal is required as part of future work by the County in the public right of way.

SECTION 3
TERM

This Agreement shall be in 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 automatically renew on a yearly basis as long as one (1) or more Signs are in place and functional in the boundaries of the District. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Parties. Upon termination of this Agreement, the County will determine, at its sole discretion, whether the non-functioning 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 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 Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this 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: Fort Bend County Municipal Utility District No. 165
Attention: Board President
17171 Park Row, Suite 310
Houston, Texas 77084

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 Agreement, except by a written agreement executed by all Parties.

6.2 The laws of the State of Texas govern all disputes arising out of or relating to this 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 Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

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

6.4 This 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 Agreement which is not contained herein shall be valid or binding.

6.5 This Agreement cannot be assigned by either Party.

6.6 This 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 Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

6.8 County and District each bind themselves and their successors, executors, administrators, and assigns to the other Parties of this Agreement and to the successors, executors, administrators, and assigns of such other Parties, with respect to all covenants of this Agreement.

6.9 No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or the performance by any Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

EXECUTED on this the _____ day of _____, 2022.

FORT BEND COUNTY

KP George, County Judge

ATTEST:

Laura Richard, County Clerk

EXECUTED on this the 8th day of September, 2022.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 165



Authorized Representative – Signature

William D. McKinnis III, President
Authorized Representative – Name, Title

ATTEST:



Board Secretary

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