

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

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INTERLOCAL AGREEMENT FOR BICYCLE LANE STRIPING

This 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 Municipal Utility District No. 222, a body corporate and politic under the laws of the State of Texas, situated in Fort Bend County, acting by and through its Board of Directors, ("District"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County"). District and County may be referred to herein individually as a "Party" and collectively as the "the Parties."

RECITALS

WHEREAS, the County is authorized to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities that are funded in part by the state or federal government; and

WHEREAS, the City of Fulshear, Texas has adopted roadway cross sections that incorporate bicycle lanes which are different from County-approved roadway cross sections; and

WHEREAS, the Project, hereinafter defined and contemplated in this Agreement is the striping of roadways to designate the bicycle lanes and the installation of roadway signs indicating the existence of such bicycle lanes; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the District and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the District and County have authorized this Agreement.

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

AGREEMENT

Section 1. Purpose

The purpose of this Agreement is to outline the obligations related to the striping of roadways to designate bicycle lanes and the installation of signs to indicate the existence of such bicycle lanes.

Section 2. Definitions

- A. **City** means the City of Fulshear, Texas.
- B. **County** means Fort Bend County, Texas.
- C. **District** means Fort Bend County Municipal Utility District No. 222.
- D. **Project** means the striping of roadways with the extraterritorial jurisdiction of the City of Fulshear, Texas designating lanes for bicycles and the installation of related signs indicating the existence of such bicycle lanes.

Section 3. Incorporation of Recitals

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

Section 4. District's Obligations

- A. The District agrees to stripe all roadways subject to the City's plan for bicycle traffic within the City's extraterritorial jurisdiction and subject to this Agreement to designate bicycle lanes on such roadways. Further, the District shall stripe additional roadways to reflect its current plan for bicycle travel as changes to the plan occur.
- B. The District shall re-stripe the roadways as needed to ensure the designation of bicycle lanes remain reasonably visible.

Section 4. County's Obligations

- A. The County agrees to maintain the bicycle lane-related signs indicating the existence of the bicycle lanes.
- B. The County is responsible for replacing the signs subject to this Agreement, as determined within the County's sole discretion.

Section 6. Liability

The District and County are entitled to the immunities and defenses of the Texas Tort Claims Act.

Section 7. Maintenance

The District shall maintain the striping of roadways subject to this Agreement, and the County shall maintain the related signs during the term of this Agreement.

Section 8. Funding

The Parties understand and acknowledge that the funding necessary to fulfill the obligations under this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's sole and exclusive remedy shall be to terminate this Agreement.

Section 9. No Joint Enterprise

The Agreement is not intended to, and shall not be construed to, create any joint enterprise between the Parties.

Section 10. Supervision and Administration

Pursuant to Texas Government Code §791.013, the Parties may create an administrative agency, designate a local government, or contract with a qualified tax-exempt organization to supervise the performance of this Agreement.

Section 11. Alternative Dispute Resolution

Pursuant to Texas Government Code § 791.015 and Texas Government Code Chapter 2009, in the event of a dispute over the terms and conditions of this Agreement or the Parties' rights, duties, and performance under this Agreement, the Parties agree to submit such dispute to alternative dispute resolution procedures set forth in Texas Civil Practice and Remedies Code Chapter 154.

Section 12. Public Information

This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

Section 13. No Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

Section 14. No Indemnification by District or County

The Parties expressly acknowledge that the District's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the District or the County is invalid. Nothing in this Agreement requires that either the District or County incur

debt, assess or collect funds, or create a sinking fund.

Section 15. Sovereign Immunity Acknowledged and Retained.

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE DISTRICT AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

Section 16. Insurance Requirements

County agrees that it will require Contractor's insurance policies name District as well as County as additional insureds on all policies except for Workers' Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

A. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

C. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

Section 17. Assignment

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

Section 18. No Third Party Beneficiaries

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

Section 19. Notices

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
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

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

District: Fort Bend County Municipal Utility District No. 222
Attn: Samuel Johnson
c/o Coats Rose, P.C.
9 Greenway Plaza, Suite 1000
Houston, Texas 77046

With a copy to: Fort Bend County Municipal Utility District No. 222
Attn: District Engineer
2322 W. Grand Parkway, Suite 150
Katy, Texas 77449

Section 20. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

Section 21. Execution

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party and remain in effect until September 30, 2022, automatically renewing annually until terminated upon thirty (30) days written notice of either party to the other.

FORT BEND COUNTY, TEXAS

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 222**

KP George, County Judge

Timothy Williamson, President

Date: _____

Date: 12/7/22

ATTEST:

ATTEST:

Laura Richard, County Clerk

Travis Smith, Assistant Secretary

APPROVED:

J. Stacy Slawinski, P.E., County Engineer



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Page 5 of 6

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 500.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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