

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Interlocal Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, acting by and through its Commissioners Court, and the City of Fulshear, a political subdivision of the State of Texas ("City"). County and City may be collectively referred to as the "Parties" and each individually a "Party."

Whereas, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code which authorizes interlocal cooperation contracts between governmental entities; and

WHEREAS, the City maintains and holds a public road Right-of-Way on Fulshear Katy Road in Fort Bend County, Texas, and as further identified by the document attached as Exhibit "A" and incorporated fully by reference ("Road"); and

WHEREAS, the City manages and maintains all drainage and flood control measures concerning the Road; and

WHEREAS, the County desires to provide certain improvements and maintenance to the Road; and

WHEREAS, County and City have determined it would be in the best interest of County and City, and to the inhabitants thereof, that provisions be made for the repair, maintenance, drainage improvements and operation of said Road, which the Parties agree will serve a public purpose; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and mutual benefits, the Parties hereto agree as follows:

1. Scope of Improvements.

(A) City Responsibilities

- (1). The City assigns use of the City's Right-of-Way of the Road to the County for the purpose of the County providing routine Road maintenance, which will only include maintaining the pavement and pavement markings of the Road and maintaining any Road signage; drainage and detention services, including but not limited to roadside ditch operation and maintenance; ditch grading to prevent standing water; and mowing as needed (collectively the "Improvements"). The City, upon reasonable notice by the County, will permit the County to do all things that, in County's opinion, are reasonably

necessary to accomplish and complete the Improvements, including the parking of trucks, equipment, and/or machinery on the City's Road.

- (2). Nothing in this Agreement will be construed to assign ownership of the Road to the County. The City retains ownership of the Road. Neither the execution of this Agreement or any Improvements performed by County hereunder shall be construed as an abandonment of the Right-of-Way of the Road by City under Chapter 311 of the Texas Transportation Code.
- (3). The City will not require the County to obtain any City permits before providing any Improvements. The City will not assess the County any fees for utilizing the City's Road to perform any Improvements pursuant to this Agreement.
- (4). The City will be responsible for issuing any new driveway permits along the Road.
- (5). Should any deficiencies in the Improvements occur which constitute an emergency or endanger the public in any way, the City shall immediately notify County by telephone and in writing of such emergency or dangerous condition and shall thereafter implement interim safety measures until County can provide the additional necessary maintenance and repair work to the Road concerning the Improvement. Such additional maintenance and repair work concerning the emergency or endangerment to the public shall commence no later than sixty (60) days from the date County becomes aware or reasonably should have become aware of the emergency or public endangerment. Additionally, City, in its sole discretion, may provide interim safety measures on behalf of City without prior notice to County, if City determines that it is necessary to implement interim safety measures until such time as County can provide its own safety measures.

(B) County Obligations

- (1). The County will provide Improvements pursuant to this Agreement. The County will coordinate with the City concerning performance of the Improvements. The Improvements will be performed at the reasonable discretion of the County, and will be performed at no cost to the City. Should the City incur any expenses concerning the performance of this Agreement, the County is not required to reimburse the City for those expenses.
- (2). The County will perform all Improvements in accordance with all applicable state or federal laws. The County shall take all reasonable actions to ensure that the Improvements are performed in a good and

workmanlike manner with all reasonable diligence. County shall reasonably address and correct any and all deficiencies concerning the Improvements within a reasonable time . Notwithstanding the foregoing, all final decisions regarding the correction of any deficiencies shall be at the County's sole discretion.

- (3) Any Improvements performed by the County will preserve ingress/egress access to the Road for any adjacent property owners.
- (4) The County shall obtain written approval from the City prior to restricting use of the Road. Such restrictions of use of the Road will be implemented in accordance with County regulations or standards and removed within a reasonable amount of time as determined by County.

2. **Notice.** All notices, requests, demands, and other communications under this Agreement shall be given by electronic mail AND either (i) overnight courier, (ii) hand delivered, or (iii) certified mail, return receipt requested addressed as follows:

If to County: Fort Bend County, Texas
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469
Email: Rick.Staigle@fortbendcountytexas.gov

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

If to City: City of Fulshear
Attn: City Manager
6611 W. Cross Creek Bend Lane
Fulshear, Texas 77441

3. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any

kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

4. **Insurance and Liability.**

- (A) County and City are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. Each Party to this Agreement warrants and represents that it is insured under a commercial insurance policy, a risk pool, or is self-insured for all claims falling within the Texas Tort Claims Act.
- (B) 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.
- (C) County shall be solely liable for any damages for claims resulting from any premise or special defects of the Improvements to the extent that liability is imposed on the County by the Texas Tort Claims Act.

5. **Assignment.** Neither Party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.

6. **Term.** This Agreement becomes effective when signed by the last Party whose signing makes the Agreement fully executed. This Agreement shall remain in effect unless terminated as provided below. This Agreement may be terminated by either Party for any reason upon ten (10) calendar days written notice to the other Party. Any notice of termination given by County to City shall include a description of any known premise or special defects of the Improvements or a certification that no known premise or special defects exist. Upon termination of this Agreement hereunder, the County shall have no further obligations to provide any Improvements or any other maintenance services pursuant to this Agreement. Upon termination of this Agreement, all rights, title, and interest to the Improvements shall be deemed vested in the City, except any then-existing liability of the County as provided for herein.

7. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be altered except by written agreement made by the Parties hereto.

8. **Successors.** The parties each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.

9. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.
10. **Venue.** Any legal issue or action arising under this Agreement shall be construed under the laws of the State of Texas and venue shall lie in Fort Bend County, Texas.
11. **No waiver of Immunity.** Neither the execution of this Agreement nor any conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County or City of their governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
12. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original, and shall become binding and effective only after it has been authorized and approved by the governing bodies of all Parties, as evidenced by the signature of the appropriate authority.
13. **Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

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

CITY OF FULSHEAR

Name – Signature

Name - Printed Name

Mayor
Title

3.16.25
Date

ATTEST:

Name – Signature

Maniela Rodriguez
Name – Printed

City Secretary
Title

EXHIBIT A

(Follows Behind)

Property ID: R155593

