

THE STATE OF TEXAS

COUNTY OF FORT BEND

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "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 ("County"), a body corporate and politic, acting by and through its Commissioners Court, and the CITY OF KENDLETON, TEXAS ("City"), a municipality duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS:

WHEREAS, City and County wish to improve public transportation for City and County residents through the addition of a County park and ride site within City's jurisdiction; and

WHEREAS, City owns a park and ride lot located at 13602 Willie Melton Boulevard, Kendleton, Texas 77451 (hereinafter the "Site"); and

WHEREAS, City wishes to grant County a license to use the Site for vehicular ingress, egress, and parking; and

WHEREAS, City and County believe it is in their best interests to enter into this Agreement to facilitate the provision of services to the citizens of City and County.

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

**ARTICLE I
LICENSE**

1.01 City hereby grants to County and County's employees, agents, and invitees a revocable license for the non-exclusive use of the Site for vehicular ingress, egress, and parking between the hours of 5:00 a.m. and 7:00 p.m., Monday through Friday, excluding official County holidays. For the purposes of this Agreement, the term "invitee" shall include only those individuals who have paid Fort Bend County public transportation fares using the Site for vehicular ingress, egress, and parking between the hours of 5:00 a.m. and 7:00 p.m., Monday through Friday, excluding official County holidays.

1.02 County shall have no obligation to provide transit services at the Site during the term of this Agreement.

ARTICLE II

TERM

The term of this Agreement shall be for one (1) year from the date of execution of the last party hereto. The Agreement shall automatically renew for additional one (1) year terms under the same terms and conditions unless terminated by either party. The Agreement may be terminated by either party upon ninety (90) days prior written notice.

ARTICLE III

MAINTENANCE

City shall, at its sole cost and expense, maintain the Site in good clean condition and repair throughout the term of this Agreement. County shall, at its sole cost and expense, maintain County's improvements, signage, or any other additions by County.

ARTICLE IV

SIGNAGE AND ALTERATIONS

County may, at County's sole discretion, place signs, removable covered areas, or bicycle racks at the Site.

ARTICLE V

INSURANCE AND LIABILITY

5.01 City and County are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann. 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 or is self insured for all claims falling within the Texas Tort Claims Act.

5.02 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

ARTICLE VI

CONTRACT ADMINISTRATION

6.01 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Public

Transportation Department, 12550 Emily Court, Suite 400, Sugar Land, Texas 77478, or at such other place or places as it may from time to time designate by written notice delivered to City. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

6.02 All written notices, demands, and other papers or documents to be delivered to City under this Agreement shall be delivered to the City of Kendleton, P.O. Box 809, Kendleton, Texas 77451, Attention: City Mayor, or such other place or places as City may designate by written notice delivered to County.

ARTICLE VII
MISCELLANEOUS

7.01 Each party shall make payments from current revenues available to the party.

7.02 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

7.03 Texas law governs this Agreement and any lawsuit on this Agreement must be filed in a court that has jurisdiction in Fort Bend County, Texas.

7.04 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.


7.05 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.

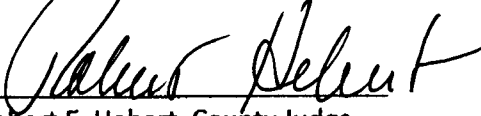
7.06 This Agreement cannot be assigned by either party.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT AS OF THE DATE OF THE LAST SIGNATURE.

CITY OF KENDLETON, TEXAS

FORT BEND COUNTY


By: Darryl Kaye Humphrey, Sr., Mayor
Date: 7-30-2012


Robert E. Hebert, County Judge
Date: 8-28-2012

ATTEST/SEAL:

Monica Harris
City Secretary

ATTEST/SEAL:

Dianne Wilson
Dianne Wilson, County Clerk

