

CITY OF KATY
RESOLUTION NO. 617

RESOLUTION APPROVING THE INTERLOCAL PROJECT AGREEMENT
WITH FORT BEND COUNTY

WHEREAS, the City of Katy, Texas (the "City") and Fort Bend County (the "County") have previously entered into that certain Primary Interlocal Agreement, effective as of October 6, 2009 (the "Primary Interlocal"), pursuant to which the City agreed to assist the County with certain governmental functions and services on a "project by project basis"; and

WHEREAS, in order to assist the County in performing such certain governmental functions and services, the City desires to complete, or contribute funds related to the completion thereof, certain road projects (the "Projects") located in the boundaries of the County in accordance with the Primary Interlocal; and

WHEREAS, the Projects will improve traffic flow in and around the City of Katy; and

WHEREAS, the City desires to enter into an agreement with the County to detail the terms by which the designated Projects will be completed;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KATY, TEXAS.

Section 1. The matters set forth in the recitals to this resolution are found to be true and are incorporated as part of this resolution.

Section 2. The Interlocal Project Agreement (the "Agreement"), as provided in **Exhibit A** attached hereto, is hereby approved.

Section 2. Except as provided in this resolution, the terms and conditions of the Agreement remain in full force and effect and apply to the design and construction of the Projects.

PASSED AND APPROVED this 27th day of April, 2015.

ATTEST

Melissa A. Bunch
Melissa A. Bunch, City Secretary
(SEAL)

Fabool Hughes
Fabool R. Hughes, Mayor

APPROVED BY:
Paula J. Alexander for Art Pertile
Art Pertile, III, City Attorney

will make that performance or those payments from current revenues legally available to that party.

County and City affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of costs associated with the Projects fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor City intends for any third party to obtain a right by virtue of this Agreement.

County and City understand and agree that County is an independent contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of City.

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II. PURPOSE AND PROJECT DETAILS

The purpose of this Project Agreement is to cause the construction of those certain roadway projects (individually a "Project" and collectively the "Projects") located in Fort Bend County more fully described on the Project summary attached hereto as **Exhibit A** (the "Project Summary"). The Project Summary details the location of each Project, the party responsible for causing construction of the Project, and the funding commitments related to each Project. In the event any of the Projects listed on **Exhibit A** are funded by a third party such as TxDOT, the City and County shall mutually agree in writing via an amendment to this Project Agreement on a new roadway project to substitute for that Project. The City's financial commitment to the replacement project shall not exceed the financial commitment for the project being replaced as shown on **Exhibit A**.

III. TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until the Project is completed, but in no event later than March 1, 2025. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV. PLAN REVIEW AND ACCEPTANCE

In the event that the County is constructing the Project, the City shall have the right to review and approve all Project plans prior to commencement of the Project. Upon Project

completion, the City shall accept the Project and assume all responsibility for continued maintenance related thereto.

V.
CITY FUNDING OBLIGATIONS

In the event that a particular Project requires a contribution of funds by the City to the County, the City shall be obligated to deposit the required funds with the County within thirty (30) days of the date on which the County awards the construction contract for that particular Project.

VI.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

City agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; City should not rely on this approval and should seek review and approval by their own respective legal counsel.

County agrees and understands that: by law, the City's Attorney may only advise or approve contracts or legal documents on behalf of its clients; the City Attorney may not advise or approve a contract or other legal document on behalf of any other party not its client; the City Attorney has reviewed this document solely from the legal perspective of its client; the approval of this document by the City Attorney was offered solely to benefit its client; County should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement as to the County and any and all questions as to the acceptable fulfillment of this Agreement; however nothing herein limits or waives any remedies that are available to the City under the law.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

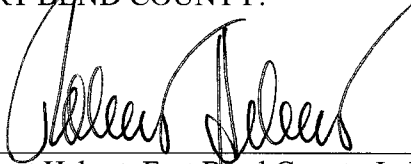
If to the City of Katy, Texas:

City of Katy, Texas
910 Avenue C
Katy, Texas 77493
Attn: Mayor or City Administrator

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IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:



Robert Hebert, Fort Bend County Judge

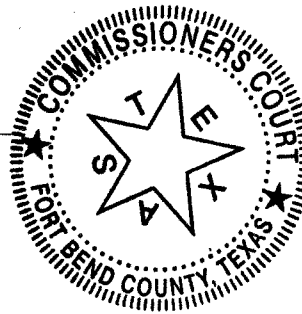
4-28-2015

Date

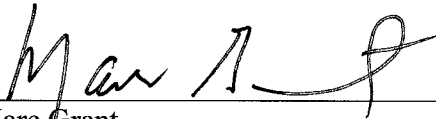
Attest:



Laura Richard, Fort Bend County Clerk

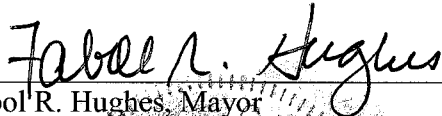


REVIEWED:



Marc Grant
Fort Bend County Road Commissioner

CITY OF KATY, TEXAS



Fabol R. Hughes, Mayor

04-27-2015

Date

Attest:



City Secretary: Melissa A. Bunch

REVIEWED:



Art Pertile III
City Attorney

EXHIBIT A

PROJECT	CITY OF KATY CONTRIBUTION	PARTY TO CONSTRUCT
1. FBC FM 1463	\$ 1,000,000.00	FORT BEND COUNTY
2. KATY GASTON ROAD EXTENSION	\$ 1,425,000.00 (estimated)	CITY OF KATY
3. FBC CANE ISLAND SOUTH	\$ 1,000,000.00	FORT BEND COUNTY