

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR REIMBURSEMENT OF COSTS
INSTALLATION OF DECORATIVE TRAFFIC SIGNALS

This Interlocal Agreement for Reimbursement of Cost (this "Agreement") is made and entered into pursuant to Texas Government Code Chapter 791, by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas acting by and through its Commissioners Court (the "County"), and Fort Bend County Levee Improvement District No. 15, a body corporate and politic under the laws of the State of Texas acting by and through its Board of Directors (the "District"). The County and the District may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS:

WHEREAS, the County is a body corporate and politic under the laws of the State of Texas with authority to maintain public right of way; and

WHEREAS, the District is a body corporate and politic under the laws of the State of Texas created to, among other things, provide certain services for the benefit of the residents within its boundaries; and

WHEREAS, the District desires to make enhancements to its roadways which will require the installation of decorative traffic signals (the "Decorative Signals") within its boundaries; and

WHEREAS, the Parties believe it is in their respective best interests to enter into this Agreement setting forth the terms and conditions pursuant to which the County will install the Decorative Signals and District will fund the County's additional costs of installing the Decorative Signals instead of the standard traffic signals with galvanized steel poles; and

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

AGREEMENT:

1. **Purpose of the Agreement.** The purpose of this Agreement is to outline the funding and other obligations related to the installation of three (3) Decorative Signals at (i) University Boulevard at Winding Waters Lane, (ii) LJ Parkway at Winding Waters Lane, and (iii) LJ Parkway at Lake Riverstone Drive.

2. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into this Agreement.
3. County's Rights and Obligations.
 - A. The County is responsible for the purchase and installation of the Decorative Signals pursuant to all applicable state and federal laws.
 - B. Within sixty (60) days of completion of installation of the Decorative Signals, including completion of the final inspection thereof, the County will furnish the District a request for payment with a full accounting of the actual costs of the installation of the Decorative Signals.
4. District's Rights and Obligations.
 - A. The sole obligation of the District under this Agreement is to provide the total amount of the actual of costs of the installation of the Decorative Signals, in excess of the actual costs to install standard traffic signals with galvanized steel poles, up to an amount not to exceed \$55,735.00, as determined by the bids received for both standard traffic signals and the Decorative Signals.
 - B. Within sixty (60) days of County's issuance of a request for payment and the County's receipt and acceptance of County's full accounting of the funds expended on the installation of the Decorative Signals, the District will forward the amount as determined in accordance with the preceding subsection A to the County.
5. Liability. The Parties are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity. Each Party 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.

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.
6. Maintenance. The County will maintain the Decorative Signals to the extent it provides maintenance on standard traffic signals with galvanized steel poles. Any maintenance or repairs to the ornamental components of the Decorative Signals beyond the scope of standard traffic signals with galvanized steel poles shall be the responsibility of the District.
7. Period of the Agreement and Termination. This Agreement becomes effective on the date signed by the last Party and shall remain in effect until completion of the installation of the Decorative Signals and reimbursement payable under this Agreement unless terminated earlier pursuant to the terms hereof.

Notwithstanding the foregoing, the maintenance obligations described in the preceding Section shall survive the termination or expiration of this Agreement.

8. Miscellaneous.

A. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement.

B. 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
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

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

District: Fort Bend County Levee Improvement District No. 15
c/o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 2400
Houston, Texas 77056

C. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. This Agreement may only be amended by a written instrument signed by both Parties.

D. If any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

E. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any resident of any Party.

F. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.

- G. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.
- H. The governing body of each Party has authorized its execution and the Agreement has been approved at a duly called and posted meeting, as applicable.

IN TESTIMONY HEREOF, the Parties have executed this Agreement in multiple counterparts.

FORT BEND COUNTY



County Judge KP George

KP George, Fort Bend County Judge

Date: 12/7/2021

Attest:



Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available to accomplish and pay the obligations of the County herein. \$ 55,735.00



Robert Ed Sturdivant, County Auditor

FORT BEND COUNTY LEVEE IMPROVEMENT
DISTRICT NO. 15



President, Board of Directors

Date: 11/15/2021

Attest:



Secretary, Board of Directors