

**INTERLOCAL AGREEMENT BETWEEN MONTGOMERY COUNTY, TEXAS  
AND THE CITY OF MONTGOMERY, TEXAS  
(Lone Star Parkway at Lone Star Bend Temporary Traffic Signal)**

This Interlocal Agreement (“Agreement”) is made and entered into by and between MONTGOMERY COUNTY, TEXAS, a political subdivision of the State of Texas (“County”), and the CITY OF MONTGOMERY, a body corporate and politic, organized and existing under and by virtue of the General Laws of the State of Texas (“City”). City and County may also be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

WHEREAS, the Parties enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, which authorizes interlocal cooperation contracts between governmental entities for the performance of governmental functions and services in which the contracting parties are mutually interested; and

WHEREAS, Lone Star Parkway and Lone Star Bend are public roads located within the corporate limits of the City; and

WHEREAS, the County currently maintains Lone Star Parkway; and

WHEREAS, City and County have determined that a temporary traffic signal is needed at the intersection of Lone Star Parkway and Lone Star Bend in the City’s corporate limits (“Project”), which would be beneficial to traffic management and improve mobility in the vicinity of the intersection; and

WHEREAS, the Parties have agreed to share the cost of the Project; and

WHEREAS, the Parties acknowledge and agree that the traffic signal to be constructed is temporary due to the County’s planned reconstruction and widening of Lone Star Parkway at its intersection with Lone Star Bend; and

WHEREAS, the Parties have determined that it would be in the best interest of the County and City and to the residents thereof to proceed with the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions below, County and City agree as follows:

**I.  
Responsibilities of the Parties**

Upon execution of this Agreement by the Parties, County shall contract for the design and construction of the Project and provide all required contract administration. The estimated cost of

the Project is \$65,000. County shall pay all invoices for services and the City shall reimburse its share of the expenses as defined below.

The City shall contribute funds not to exceed (50%) of the actual cost of the Project (“City’s Share”). The County will periodically provide invoices to the City based on the progress of work performed on the Project, and the City shall remit payment of the City’s Share to County on or before ninety (90) days of City’s receipt of such invoice. Within 30 days of the completion of the Project, County shall submit to the City for approval a final accounting of the Project costs, including the final City’s Share and City shall remit payment of the City’s Share to County on or before ninety (90) days of City’s receipt of such final accounting and invoice. The final City’s Share for the Project shall be based on all Project costs incurred to date for the Project.

County shall be solely responsible for the operation and maintenance of the Signal and will assume all costs associated with same, including the provision of electrical power to the Signal and the costs of providing routine maintenance to ensure its proper operation. In the event the Signal is damaged or destroyed, County and City agree to share equally the costs of repairing the Signal and/or installing a replacement signal.

By entering into this Agreement, each Party certifies to the other that it has available from current funds of the entity an amount sufficient to cover the Party’s share of the estimated Project costs.

## II. Term and Termination

This Agreement is effective as of the date it has been approved and executed by all Parties (“Effective Date”) and shall remain in full force and effect until the completion of the Project or County’s receipt of payment from City of all funds due and owing under the terms of this Agreement, whichever occurs later, unless earlier terminated in accordance with the terms of this Agreement.

City may terminate this Agreement at any time prior to County’s awarding of the contract for construction of the Project, or as otherwise allowed under this Agreement, by thirty (30) days’ written notice to the County, and City shall have no further obligation hereunder.

County may terminate this Agreement at any time prior to County’s awarding of the contract for construction of the Project, or as otherwise allowed under this Agreement, by thirty (30) days’ written notice to City. In the event of termination by County, County shall have no further obligation pursuant to this Agreement, other than to return any unexpended funds paid to County by City. In addition, any interest earned on said funds paid to County by City pursuant to this Agreement will become the sole property of County.

III.  
Notice

All notices, requests, demands and other communications under this Agreement shall be given by electronic mail and either (i) overnight courier or (ii) hand delivery addressed as follows:

If to the County:       Montgomery County, Precinct 1  
                              510 Highway 75 North  
                              Willis, Texas 77378  
                              Phone: 936.539.7815

If to the City:         City of Montgomery  
                              Attn: City Administrator  
                              101 Old Plantersville Road  
                              Montgomery, Texas 77316  
                              Phone: 936.597.3962

IV.  
Assignment

County and City bind themselves and their successors and assigns to the other Party to this Agreement and to the successors and assigns of such other Party, in respect to all covenants of this Agreement. Neither County nor City shall assign or transfer its interest in this Agreement without the prior written consent of the other Party.

V.  
Independent Parties

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Neither County nor its employees or agents shall be considered to be an employee, agent, partner or representative of City for any purpose. Neither City nor its employees, officers or agents shall be considered to be employees, agents, partners or representatives of County for any purpose. Neither Party has the authority to bind the other Party.

VI.  
No Third Party Beneficiaries

County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in this Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in this Agreement shall be construed or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

VII.  
Waiver of Breach

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

VIII.  
No Personal Liability; No Waiver of Immunity

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, or agent of the public bodies that are a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, employee or agent of the Parties.

The Parties agree that no provision of this Agreement extends the Parties' liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by County or City of any right, defense, or immunity available against claims arising in the exercise of governmental powers and functions.

IX.  
Applicable Law and Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Montgomery County.

X.  
Recitals

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

XI.  
Entire Agreement; Modifications

This Agreement constitutes the entire agreement between the Parties concerning the Project. There have been and are no agreement, covenants, representations, or warranties between the Parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the Parties.

XII.

### Severability

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the Parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to the other Parties or circumstances shall not be affected thereby.

### XIII.

#### Survival of Terms

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

### XIV.

#### Multiple Counterparts; Execution

This Agreement may be executed in multiple counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

*[Signatures are contained on one or more separate execution pages]*

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2025

**MONTGOMERY COUNTY, TEXAS**

By: \_\_\_\_\_  
Mark J. Keough, County Judge

ATTEST:

\_\_\_\_\_  
L. Brandon Steinmann, County Clerk

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF MONTGOMERY, TEXAS**

By: \_\_\_\_\_  
Sara Countryman, Mayor

ATTEST:

\_\_\_\_\_  
Ruby Beaven, City Secretary