

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR INSTALLATION, OPERATION AND MAINTENANCE OF
SOLAR POWERED SPEED AWARENESS SIGNS WITHIN THE FIRETHORNE SUBDIVISION**

This Agreement (the "Agreement"), is made and entered into, by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and Firethorne Community Association, Inc. ("Association"), a non-profit corporation organized under the laws of the State of Texas. The County and the Association may be referred to collectively herein as the "Parties."

RECITALS:

WHEREAS, Association is a Texas non-profit corporation created to, among other things, maintain common areas and provide certain services for the benefit of the residents of the Firethorne Subdivision ("Subdivision"); and

WHEREAS, the Association requested the installation of certain solar-powered speed awareness signs "Signs" in an effort to address concerns with speeding on streets within the Subdivision; and

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

WHEREAS, the Association recognizes the Signs are not typically installed on all public roads and is therefore, willing to fund all operation and maintenance costs associated with having County install the Signs within the Subdivision; and

WHEREAS, County and Association believe it is in their best interests to enter into this Agreement to install, operate and maintain the Signs to encourage drivers to operate vehicles in a safe manner within the Subdivision.

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

**SECTION 1
PURPOSE**

The purpose of this Agreement is to outline the obligations related to the installation, operation, and maintenance of Solar Powered Speed Awareness Signs within the Subdivision.

SECTION 2

OBLIGATIONS

2.1 County agrees to purchase and install the Signs within the public right of way at locations within the Subdivision at its discretion, upon consultation with the Association. The Signs shall comply with all County standards and requirements for signs to be used in the public right of way. County agrees to manage the installation, operation, and maintenance responsibilities of the Signs, subject to Association's obligation to fund such maintenance costs for the Signs, as provided below.

2.2 Association shall be responsible for all costs to maintain the Signs in a properly operating manner for as long as such Signs remain in place within the Subdivision, which shall include but is not limited to the costs of repair, replacement, relocation and other modifications, as needed.

2.2.1 Upon completion of any tasks related to maintenance of the Signs, County shall submit an invoice showing the amounts due for costs incurred by the County to perform such maintenance to Association.

2.2.2 Association shall pay each invoice within thirty (30) calendar days, payable to Fort Bend County, delivered to the Fort Bend County Treasurer, 301 Jackson Street, Richmond, Texas 77406-1202.

SECTION 3

TERM

This Agreement shall be in effect from the date of execution of the last party hereto and shall continue in full force and effect for one (1) year and thereafter as long as one (1) or more Signs are in place and functional in the Subdivision. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon termination, County will determine, at its sole discretion, whether the non-functioning Signs will remain installed.

SECTION 4

INSURANCE AND LIABILITY

4.1 Liability Insurance. At all times, the Association will provide and keep in force liability insurance covering the Association for liability for property damage and personal injury. This insurance is to be carried by one or more insurance companies duly authorized or admitted to transact business in Texas. The insurance provided under this section must be in the amount of not less than \$100,000.00 for property damage and not less than \$100,000.00 for one person and \$300,000.00 for one accident for personal injury. This insurance will protect the Association against liability to any employees or servants of the Association, and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of

the Signs. The Association shall include the County and the members of Commissioners Court as an additional insured on such insurance.

4.2 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.

SECTION 5

NOTICES

5.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

5.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Engineering Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Association:	Firethorne Community Association, Inc. Attn: Wayne Meyer, Board President 28128 N. Firethorne Road Katy, Texas 77494

5.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 5.1 and 5.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

5.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.