

- I. Payment by the DISTRICT shall be due and payable, without demand, no later than the first day of the month in which the service is provided. Payment shall be made in equal monthly installments subject to any adjustments as provided herein.
- J. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within thirty (30) days of the due date, the County is authorized to terminate this Agreement without further notice. Failure of County to make demand for payments due shall not be a waiver of the DISTRICT's obligations to make timely payments.
- K. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

ARTICLE IX. ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X. INDEMNITY AND HOLD HARMLESS

- A. TO THE EXTENT ALLOWED BY LAW, THE DISTRICT AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES (WHETHER 1ST PARTY OR 3RD PARTY) AND RELATED COSTS, FOR PERSONAL INJURY DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF THE DISTRICT'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE DISTRICT'S SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION OR WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF THE DISTRICT AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE DISTRICT AND OTHER PERSON OR ENTITY.
- B. District shall carry Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverages shall be written on per occurrence forms. Policy shall name the County, its elected and appointed officials, agents, and employees as additional insureds. District shall furnish County with insurance certificates(s) and a copy of the policy that is in effect as of the effective date of this Agreement for verification and approval by the County Risk Management Department. District shall provide County subsequent insurance certificates throughout the term of the Agreement upon request.

**ARTICLE XI.
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 person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

**ARTICLE XII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING**

- A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached Exhibit "A" and that this Agreement supersedes all prior communications and negotiations among the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.
- B. Any modifications, alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**ARTICLE XIII.
NOTICE**

- A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the **County**: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

To the **District**: Fort Bend County Municipal Utility District No. 133
c/o Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway
Phoenix Tower, Suite 2600
Houston, Texas 77027

If any notification changes:

- B. Any Party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

[remainder left blank]

[execution page follows]

**ARTICLE XIV.
EXECUTION**

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date: _____

ATTEST:

Laura Richard, County Clerk

Reviewed:

Law Enforcement Official

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 133

By: W. S. Stowell

Title: Vice President

Date: 6/13/18

Approved as to form*:

ROY L. CORDES, JR.
FORT BEND COUNTY ATTORNEY

By: LaNetra S. Lary
LaNetra S. Lary
Assistant County Attorney

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of the County. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of the County. Our approval of this document was offered solely for the benefit of the County. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney.

Attachment: Exhibit "A" – Cost Estimate Sheet

I:\AGREEMENTS\2018 Agreements\Contract deputy\Precinct 3\Sheriff 3\FBC MUD 133.docx

Fort Bend County
Constable #3 Contract Deputy Budget Proposal
FBC MUD #133
For the 3 Month Period of
July 10, 2018 through September 30, 2018

Description	Estimated Costs
Salary (2) 40/80 Hour Deputy	26,080
Holiday	600
0.00% Cost of Living	-
Certification	660
Longevity	70
FICA/Medicare	2,100
Retirement	3,350
Group Insurance	-
Workers' Comp./Unemployment	270
Total Salary & Fringe Benefits	33,130
Fees	110
Administration Fee	1,660
Travel	
Officer Training	150
Property & Casualty Coverage	770
Operating Supplies	
Materials & Supplies	50
Officer Training Supplies	80
Uniforms**	2,000
Property & Equipment**	4,800
Communications Equipment/Service	230
Fuel	est miles 390
Automobile Capital Mileage	6250 800
Automobile Maintenance & Repair	230
Total Estimated Cost	44,400
95% of Estimated Cost	42,180
Monthly Payment*	14,060

*Payments are due by the 1st of the month in which services will be received.

** Includes start up cost for new service

All costs estimated in Exhibit A are subject to adjustment by the Fort Bend County Auditor in accordance with the terms of the executed Agreement. Actual cost of the contract will be reviewed at least semiannually and no more than quarterly, at the discretion of the Fort Bend County Auditor. The review and notice of payment changes shall be sent to the Association's contacts listed below:

Wendi Devita@mcruz.com
 Email Address

tbrownlee@abhr.com
 Email Address

Wendi Devita
 Name

Tracie Brownlee
 Name

 LEA Initial


 MUD Initial