

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This Agreement (the "Agreement"), is made and entered into, by and between Fort Bend County, Texas (the "County"), a body corporate and politic, acting by and through its Commissioners Court, and the Cambridge Falls Homeowners Association, Inc. (the "Association"), a non-profit corporation organized under the laws of the State of Texas. The County and the Association may each be referred herein as a "Party" and, collectively herein as the "Parties."

RECITALS:

WHEREAS, the 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 Cambridge Falls Subdivision (the "Subdivision"); and

WHEREAS, the Association requested permission to install, operate and maintain certain solar-powered speed awareness signs (the "Signs") to address traffic safety concerns within the Subdivision; and

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 install traffic control devices including but not limited to the Signs; and

WHEREAS, the County and the 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 the Signs within the Subdivision.

SECTION 2
OBLIGATIONS

2.1 The County agrees to allow the Association to install, operate, repair, maintain and replace County-approved Signs within the Subdivision, and hereby grants and conveys to the Association a license for the term of this Agreement in and to portions of the street right-of-ways within the Subdivision to install, operate, repair, maintain and replace such County-approved signs.

2.2 The Association shall be responsible for all costs related to the design, permitting, construction, installation, and maintenance, repair and replacement of the Signs for as long as such Signs remain in place.

2.2.1 The Signs shall comply with all County standards and requirements for signs to be used in the public right of way. The Association shall submit Sign designs to be used and proposed location under this Agreement to County for review and approval prior to installation. Once design and location are approved, Association may install Signs within Subdivision as approved.

2.2.2 The Association agrees to assume all material costs related to the Signs.

2.3 The County has no obligation to replace the Signs if removal is required as part of future work by the County in the public right of way.

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 automatically renew on a yearly basis 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 of this Agreement, the 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: Cambridge Falls Homeowners Association, Inc.
Attn:
2710 Westheimer Pkwy
Katy, TX 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.

5.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

SECTION 6 **MISCELLANEOUS**

6.1 The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.

6.2 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

6.3 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.

6.4 This Agreement supersedes any and all other agreements, either oral or in writing between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.5 This Agreement cannot be assigned by either Party.

6.6 This Agreement does not confer any enforceable rights or remedies upon any person other than the Parties. No provision of this Agreement constitutes consent to suit.

6.7 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

6.8 County and Association each bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, with respect to all covenants of this Agreement.

6.9 No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or the performance by any Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

EXECUTED on this the ____ day of _____, 2019.

FORT BEND COUNTY

KP George, County Judge

ATTEST:

Laura Richard, County Clerk

EXECUTED on this the 23 day of January, ~~2019~~ 2020

CAMBRIDGE FALLS HOMEOWNERS ASSOCIATION, INC

Tiffany Harper
Authorized Representative - Signature

Tiffany Harper, Director
Authorized Representative - Name, Title

ATTEST:

[Signature]
Board Secretary