

**JOINT PROJECT AGREEMENT
REGARDING CONSTRUCTION OF TRAFFIC SIGNAL SYSTEM
AT PEEK ROAD AND THE GRAND PARKWAY**

This Joint Project Agreement Regarding Construction of Traffic Signal System at Peek Road and the Grand Parkway (this "Agreement"), is entered into as of this, ____ day of _____, 2020 ("Effective Date"), by and between Fort Bend County, Texas ("County"), and Fort Bend Grand Parkway Toll Road Authority ("Authority"), a local government corporation created by the County, pursuant to Chapter 431 of the Texas Transportation Code (collectively, "Parties" or individually, a "Party").

BACKGROUND

The County plans to extend Peek Road from its current terminus at Beechnut Road to McCrary Road, with a signalized intersection at the Grand Parkway ("Traffic Signal System"), and the Authority plans to construct an overpass at the intersection ("Overpass"), in order to maintain traffic flow and public safety. The Parties hereto desire to coordinate and allocate responsibility for the construction and financing of the Traffic Signal System.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, obligations, and benefits contained herein, the Parties agree as follows:

AGREEMENT

1. **Financing the Traffic Signal System**
 - a. The County shall transfer \$500,000 ("County Funds") to the Authority within thirty (30) days of the Effective Date, and the Authority shall hold the County Funds in trust for the benefit of the County, separately accounting for them and using them only to pay for the construction costs of the Traffic Signal System.
 - b. The Authority shall finance any remaining construction costs for the Traffic Signal System.
 - c. The Authority shall keep accurate accounting of all funds it spends related to the construction of the Traffic Signal System and will provide such accounting to the County upon completion of the Traffic Signal System.
2. **Scope of Work.** The County has designed the Traffic Signal System ("County Design"), and the Authority shall construct the Traffic Signal System, pursuant to the County Design, as part of its construction of the Overpass.
3. **Maintenance.** The Authority will own the Traffic Signal System and compensate the County for maintenance of the Traffic Signal System.
4. **Period of Agreement; Termination.** Upon payment of the County Funds to the Authority and the Authority's construction of the Traffic Signal System, this Agreement will

terminate. Notwithstanding the above, the Authority's ownership and maintenance obligations for the Traffic Signal System described herein shall survive the termination of this Agreement.

5. **Miscellaneous.**

- a. The Background and all referenced exhibits are incorporated into the Agreement for all purposes.
- b. 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.
- c. All notices, requests, approvals, and other communications required or permitted under this Agreement shall be given in writing and shall be deemed effective (i) upon receipt when delivered by overnight courier or hand delivery, or (ii) two (2) business days after deposit with the US Postal Service, sent certified mail, return receipt requested, postage prepaid, and in each case addressed as follows:

If to FBGPTRA: Fort Bend Grand Parkway Toll Road Authority
c/o The Muller Law Group PLLC
202 Century Square Boulevard
Sugar Land, TX 77478
Attn: Rich Muller

If to the County: Fort Bend County
301 Jackson Street
Richmond, TX 77469
Attn: County Judge

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

- d. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future.
- e. This Agreement, together with all referenced exhibits, contains the entire agreement between the Parties relating to this Agreement's subject matter and supersedes all prior or contemporaneous agreements, understandings, and commitments between the Parties, whether oral or written, relating to the same. Each Party expressly represents and warrants that no statement, promise, covenant, agreement, warranty, or representation, other than those expressly provided in this Agreement, was made to or relied upon by that Party. This Agreement may only be modified, amended, or terminated in a writing signed by the Parties.

- f. 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.
- g. 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.
- h. 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.
- i. The provisions of this Agreement are severable, and if any provision of this Agreement shall be declared void, illegal, or unenforceable by any court, administrative agency, or other body having valid jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.
- j. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations, and laws which may be applicable by the United States, the State of Texas, or any other regulatory agency having jurisdiction. The Parties shall comply with all federal, county, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. This Agreement, and all claims arising from or relating to this Agreement, shall be construed, interpreted, and enforced under the laws of the State of Texas, excluding any choice of law rules that would direct the application of the laws of another jurisdiction, and the state courts in Fort Bend County, Texas, shall have exclusive jurisdiction with respect to any disputes arising from or relating to this Agreement.
- k. The Parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to each other, or their duly authorized representatives, for review and inspection at their respective office during the term of the Agreement and for 4 years from the date of completion of work defined under this Agreement, or until any impending litigation or claims are resolved.
- l. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the Effective Date of this Agreement, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- m. 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.

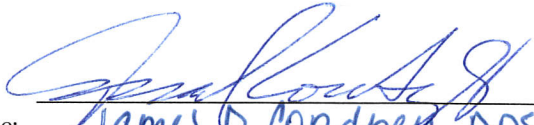
[EXECUTION PAGES FOLLOW]

FORT BEND COUNTY, TEXAS

By:

KP George, Fort Bend County Judge

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY

By: 
Name: James D. Condrey, DDS
Title: Board chairman

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____