

concrete curb and gutter with splash pads and roadside ditches (the “Rabb Road Improvements”). The Westenfeldt Road Improvements and Rabb Road Improvements are collectively referred to herein as the “Projects,” under the County’s Mobility Bond Program Project No. 17124x.

2. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into this Agreement.
3. The Projects.
 - A. The District’s sole obligation under this Agreement is to fund the actual costs of the Projects currently estimated at one hundred ninety-six thousand five hundred and no/100 dollars (\$196,500.00) and allocated as follows:
 - I. Westenfeldt Road Improvements for a total contribution of \$120,000;
 - II. Rabb Road Improvements for a total contribution of \$76,500;
 - B. Within sixty (60) calendar days of the final execution of this Agreement, the District shall forward an initial payment of one hundred ninety-six thousand five hundred and no/100 dollars (\$196,500.00) to the County.
 - C. The County is responsible for managing the design and overseeing the construction and completion of the Projects pursuant to all applicable state and federal laws.
 - D. Upon completion of construction of the Projects, but no later than ninety (90) calendar days after final payments to all vendors, the County will furnish the District with a full accounting of the funds expended on the Projects. The District may review the County’s records regarding the Projects to confirm the accuracy of the full accounting.
 - E. Within thirty (30) calendar days of the District’s acceptance of the full accounting, the District shall pay any actual costs of the Projects in excess of the estimated amount of one hundred ninety-six thousand five hundred and no/100 dollars (\$196,500.00). However, if there are funds remaining from the District’s initial payment of estimated costs of the Projects, the County shall return such funds to the District within thirty (30) calendar days of the District’s acceptance of the full accounting.
4. Liability. Other than a waiver of immunity to suit under Local Government Code Chapter 271, the County and the District are entitled to the immunities and defenses of the Texas Tort Claims Act and nothing in the Agreement shall be construed to waive either party’s sovereign immunity. Each Party warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.

Each Party is solely responsible for the actions and omissions of its employees and officers. Other than a waiver of immunity to suit under Local Government Code Chapter 271, 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.

5. Maintenance. Upon completion of the Projects, the County will be solely responsible for maintenance of the Projects.

6. Period of the Agreement and Termination. This Agreement becomes effective on the date signed by the last Party and shall remain in effect until completion of the Projects and contributions payable under this Agreement unless terminated earlier pursuant to the terms hereof. Notwithstanding the foregoing, the County's maintenance obligations described in the preceding Section shall survive the termination or expiration of this Agreement, unless the roads are annexed within the boundaries of a municipality accepting such maintenance responsibilities.

7. Miscellaneous.

A. 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.

B. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County: Fort Bend County Engineering
Attention: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

District: Fort Bend County Municipal Utility District No. 23
c/o Allen Boone Humphries Robinson
Attention: Adisa Harrington
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

- C. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. This Agreement may only be amended by a written instrument signed by both Parties.
- D. If any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.
- E. 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, including, without limitation, any resident of any Party.
- F. 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.
- G. 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.
- H. 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.

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IN TESTIMONY HEREOF, the Parties have executed this Agreement in multiple counterparts.

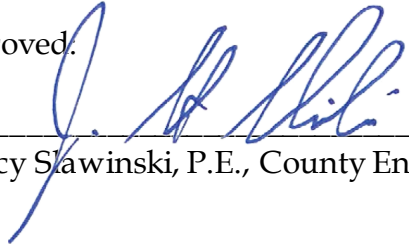
FORT BEND COUNTY:

KP George, County Judge

Date

Attest:

Laura Richard, County Clerk

Approved. 

J. Stacy Slawinski, P.E., County Engineer

FORT BEND MUNICIPAL
UTILITY DISTRICT NO. 23

By: /s/William Thomas
Name: William Thomas
Title: President
Date: April 22, 2021

ATTEST:

By: /s/Ellen Hughes
Name: Ellen Hughes
Title: Secretary