

**JOINT PROJECT AGREEMENT
REGARDING EROSION REMEDIATION AND MITIGATION AND MAINTENANCE
OF DETENTION AND DRAINAGE FACILITIES**

This Joint Project Agreement Regarding Erosion Remediation and Mitigation and Maintenance of Detention and Drainage Facilities (“Agreement”), is entered into as of the date signed by the last party hereto (“Effective Date”), by and between Fort Bend County, Texas (“County”), and the Fort Bend County 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 remediate and mitigate the erosion (“Remediation and Mitigation”) of certain detention ponds and drainage channels near the intersection of the Westpark Tollway and the Texas Heritage Parkway (“Detention and Drainage”), more particularly depicted on **Exhibit A** attached hereto. The County has requested that the Authority (i) initially finance the costs for the Remediation and Mitigation, subject to reimbursement from the County, (ii) administer the Remediation and Mitigation project; and (iii) maintain the Detention and Drainage after the Remediation and Mitigation project is complete.

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 Remediation and Mitigation**
 - a. The Authority shall initially finance costs for the Remediation and Mitigation.
 - b. The County shall reimburse the Authority for the cost of the Remediation and Mitigation. The Authority shall keep accurate accounting of all funds it spends related to the Remediation and Mitigation and will provide such accounting to the County upon completion of the Remediation and Mitigation. Within fifteen (15) days after receipt of such final accounting submitted by the Authority to the County for review, the County shall approve the final accounting or request additional information to support costs reflected in the final accounting. Within fifteen (15) days after County’s approval of the final accounting (“Approved Accounting”), the County shall reimburse the Authority the amount in the Approved Accounting.
2. **Scope of Work.** The Authority shall perform the Remediation and Mitigation to bring the Detention and Drainage to a standard suitable for standard and routine maintenance moving forward, as recommended by the Authority and approved by the County.
3. **Maintenance.** The County owns the Detention and Drainage; however, the Authority will maintain the Detention and Drainage moving forward at the Authority’s maintenance standards, to begin upon completion of the Remediation and Mitigation.
4. **Period of Agreement; Termination.** Upon reimbursement of the amount in the Approved Accounting to the Authority, this Agreement will terminate. Notwithstanding the above, the

Authority's maintenance obligations for the Detention and Drainage 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 sent via email; (ii) upon receipt when delivered by overnight courier or hand delivery; or (iii) 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 FBCTRA: Fort Bend County Toll Road Authority
c/o The Muller Law Group PLLC
202 Century Square Boulevard
Sugar Land, TX 77478
Attn: Shima Jalalipour
Email: shima@mullerlawgroup.com

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

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

Date: _____

ATTEST:

By: _____
Laura Richard, Fort Bend County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$300,000 to accomplish and pay the obligation of Fort Bend County under this contract.

By: _____
Robert Ed Sturdivant, Fort Bend County Auditor

FORT BEND COUNTY TOLL ROAD
AUTHORITY

By: Bobbie Tallas
Name: Bobbie Tallas
Title: Vice Chairman
Date: October 17, 2020

EXHIBIT A

Drainage Channels and Detention Ponds

Name	Slope (Acres)	Basin (Acres)	Total (Acres)
Channel A	0.12	1.78	1.90
Basin/Channel B	3.70	4.04	7.75
Channel C	3.63	0.72	4.35
Channel D	3.01	0.36	3.37
Basin/Channel E	0.99	0.56	1.55
Totals	11.45	7.46	18.91

1.2 OVERVIEW MAP

Harrison Ranch – Channel A, Basin/Channel B, Channel C, Channel D, Basin/Channel E (left to right, bottom to top).

