

AGREEMENT FOR INSTALLATION, OPERATION AND MAINTENANCE OF  
SOLAR POWERED SPEED AWARENESS SIGNS  
(Bay Hill Boulevard and Falcon Point Park; Falcon Landing Boulevard and Roesner Road)

THE STATE OF TEXAS     §

COUNTY OF FORT BEND   §

This Agreement for Installation, Operation and Maintenance of Solar Powered Speed Awareness Signs (this "Agreement") is made by and between FORT BEND COUNTY, TEXAS (the "County"), a body politic and corporate, acting by and through its Commissioners Court, and HARRIS-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 5, a body politic and corporate, existing under the laws of the State of Texas (the "District"), whose address is 1300 Post Oak Boulevard, Suite 2400, Houston, Texas 77056. The County and the District may each be referred herein as a "Party" and, collectively herein as the "Parties."

**RECITALS:**

WHEREAS, the District is a body politic and corporate existing under the laws of the State of Texas created to, among other things, provide certain services for the benefit of the residents of the District;

WHEREAS, the District requested installation of two (2) solar-powered speed awareness signs (the "Signs") to address traffic safety concerns within the District;

WHEREAS, the County is a body politic and corporate 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;

WHEREAS, the County and the District 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 District; and

WHEREAS, the District recognizes the County is not obligated to install the Signs within its public right-of-way, and is therefore willing to enter this Agreement to obtain the authority to install, operate and maintain the Signs at locations within public right-of-way under the terms of this Agreement.

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 District.

**SECTION 2**  
**OBLIGATIONS**

2.1 The County agrees to allow the District to install two (2) Signs located along Bay Hill Boulevard between Falcon Landing Boulevard and Roesner Road within the District.

2.2 The District shall be responsible for the maintenance of the signs, whether directly or through separate agreement, for as long as such Signs remain in place. The County hereby grants and conveys to the Association a license for the term of this Agreement in and to portions of the street rights-of-way within the District to install, operate, repair, maintain and replace such Signs.

2.3 The County does not have any 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 District. 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 District will provide and keep in force liability insurance covering the District 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 District against liability to any employees or servants of the District, 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 District 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

District: Harris-Fort Bend Counties Municipal Utility District No. 5  
c/o Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Blvd., Suite 2400  
Houston, Texas 77056

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 all 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 District each bind themselves and their successors, executors, administrators, and assigns to the other Parties of this Agreement and to the successors, executors, administrators, and assigns of such other Parties, 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 of 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.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]*

This Agreement is executed to be effective as of \_\_\_\_\_, 2023.

FORT BEND COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ of Fort Bend County, a political subdivision of the State of Texas, on behalf of said political subdivision

(SEAL)

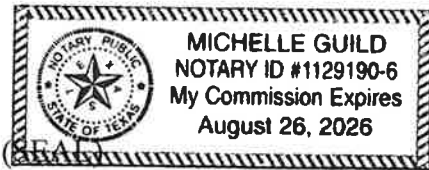
\_\_\_\_\_  
Notary Public in and for  
the State of T E X A S

HARRIS-FORT BEND COUNTIES MUNICIPAL  
UTILITY DISTRICT NO. 5

By: Elizabeth Caballero  
Vice President, Board of Directors

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on this 20th day of September, 2023, by Elizabeth Caballero, Vice President of the Board of Directors of Harris-Fort Bend Counties Municipal Utility District No. 5, a political subdivision of the State of Texas, on behalf of said political subdivision.



Michelle Guild

Notary Public in and for  
the State of T E X A S