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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. **Project.** County shall design and construct the Project in accordance with the specifications shown on Exhibit "A" attached hereto and with County standards and regulations. County shall only be obligated to design and construct the Project to the extent that sufficient funds are provided to County for the same pursuant to the terms and conditions of Section 7 of this Agreement. The Project shall be facilitated, managed, and administered by County. County shall take all reasonable actions to ensure the Project is constructed in a good and workmanlike manner.
4. **Project Costs.** Memorial Hermann shall pay the Project Costs (defined below) to County as provided in Sections 5 and 8 of this Agreement. The Project Costs may be higher or lower than the line item estimate provided in the Cost Estimate attached hereto as Exhibit "B." Additionally, County may reallocate the costs among the line items based on actual costs as required to complete the Project. "Project Costs" shall mean the actual costs of the design, development, and construction of the Project, including, without limitation (i) all costs of design, engineering, required studies, geotechnical, environmental, traffic control improvements, materials, labor, construction, testing, inspection, management, and other services arising in connection with or which occur as a result of the completion of the Project, (ii) all costs incurred in connection with obtaining governmental approvals, location and/or relocation of utilities, certificates, and permits required in connection with the Project including engineering and other consultant fees, services and expenses related to the design and construction of the Project.
5. **Allocation of Project Costs.** Memorial Hermann shall contribute funds not to exceed the lesser amount of either the total cost of the Project, or Twenty Thousand 00/100 Dollars (\$20,000.00). This amount shall be solely used for the Project Costs as defined under this Agreement.
6. **Plans.** County shall instruct County's engineer to commence the design of plans and preparation of specifications for the construction of the Project (the "Plans") in accordance with applicable regulatory requirements. Upon completion of the Plans, County shall submit the Plans to Memorial Hermann for review. Memorial Hermann shall review and approve the same in writing as soon as reasonably practicable, which approval shall not be unreasonably withheld. If requested by County, Memorial Hermann shall provide timely written requests and/or support for any permit and/or approvals necessary to facilitate the completion of the Project.
7. **Inspection of the Project.** Memorial Hermann may inspect the progress of the Project from time to time as it deems necessary in order to confirm the conformance of the Project with the Plans and the terms of this Agreement. However, Memorial Hermann acknowledges certain portions of the Project may fall within the requirements and

jurisdiction of TxDOT and any such portion may be required to meet the requirements of TxDOT for compliance.

8. **Payment of Project Costs.** Memorial Hermann agrees to reimburse County for the Project Costs up to \$20,000.00. Within thirty (30) days of Project Completion, County shall submit to Memorial Hermann an invoice showing Memorial Hermann the amount(s) due for the Project hereunder in a form acceptable to Memorial Hermann. Memorial Hermann shall pay the invoice in full to County within thirty (30) days of Memorial Hermann's receipt of County's invoice.
9. **Ownership and Maintenance of the Project.**
 - (a) Upon completion of the Project, Memorial Hermann, for itself, and for its successors and assigns, covenants and agrees to repair and maintain, in perpetuity, the Sidewalk within the County Right-of-Way at the sole cost and expense of Memorial Hermann.
 - (b) Prior to the commencement of any repair or maintenance of the Sidewalk within the Area of the County Right-of-Way, Memorial Hermann shall:
 - i. Submit for review and approval by County a summary of the proposed repairs or maintenance activity to be conducted on the Sidewalk or within the County Right-of-Way. Such submission shall include design plans, diagrams, and specifications showing the manner of work or construction and the materials to be used therein.
 - ii. Obtain any and all permits required by federal, state, and local laws and regulations for any repair or maintenance activity to be conducted on the Sidewalk or within the County Right-of-Way.
 - iii. Provide at least 5 business days written notice to County in order to allow a County inspector to be present during any repair or maintenance activity.
 - iv. Restore the surface area of the County Right-of-Way to an acceptable condition, as determined by County, after such maintenance or repair activity.
 - (c) Upon completion of the Project, County shall be responsible for all maintenance and repairs relating to the crosswalk in the County Right-of-Way at the sole cost and expense of County. County does not agree and is not required, under this Agreement, to incur or reimburse any costs or expenses for any subsequent repair or maintenance of the Sidewalk in the County Right-of-Way.

10. **Project Completion.** County, in its sole discretion, shall determine when the Project is Complete. Completion of the Project shall include a final inspection and completion of any punch list and closeout items. Memorial Herman shall have the right to participate in the final inspection of the Project. Any deficiencies noted by Memorial Hermann shall be brought to the attention of County and shall be promptly addressed by County, unless Memorial Hermann agrees in writing to accept such work.
11. **No Authorization of Additional Improvements.** This Agreement is only for the design, construction, repair, and maintenance of the Crosswalk and Sidewalk in the County Right-of-Way. Any additional improvements that are not the subject of this Agreement, including landscaping or vegetation, shall not be installed, relocated, or constructed in the County Right-of-Way without the prior written approval of County.
12. **INDEMNITY.** MEMORIAL HERMANN HEREBY AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION, WHETHER FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF RELATED TO ANY ACTION OR FAILURE TO ACT BY MEMORIAL HERMANN, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS WITH RESPECT TO THE REPAIR AND MAINTENANCE OF THE SIDEWALK IN THE COUNTY RIGHT-OF-WAY THAT IS THE SUBJECT OF THIS AGREEMENT. MEMORIAL HERMANN FURTHER AGREES TO PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR PERSONAL INJURIES AND PROPERTY DAMAGE WITH LIMITS OF LIABILITY OF NOT LESS THAN ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) COVERING THE SIDEWALK AND TO FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED. NOTWITHSTANDING THE FOREGOING, MEMORIAL HERMANN SHALL HAVE THE RIGHT TO USE SELF-INSURANCE TO MEET THE FOREGOING INSURANCE REQUIREMENTS.
13. **Effective Date.** This Agreement shall become effective on the date signed by the last Party and shall remain in effect unless earlier terminated pursuant to Section 14 below.
14. **Termination.** County may terminate this Agreement at any time prior to the construction of the Project by providing written notice to Memorial Hermann.
15. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County:

Fort Bend County, Texas
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

And

Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

If to Memorial Hermann: Memorial Hermann Health System
Attn: Vice President, Real Estate
929 Gessner Road, Suite 2600
Houston, Texas 77024

16. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each party to come into full force and effect.
17. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Texas.
18. **Venue.** Exclusive venue of any claim or legal action arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
19. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. **Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or Sovereign Immunity under the Texas Constitution or the laws of the state of Texas.
21. **No Partnership.** 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.

22. **No Waiver.** 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.
23. **Assignment.** Memorial Hermann may not assign this Agreement to another party without the prior written consent of County, which consent shall not be unreasonably withheld.
24. **Successors and Assigns Bound.** County and Memorial Hermann each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
25. **Execution.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original, and shall become binding and effective only after it has been authorized.
26. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Pages Follow}

Signed and entered this _____ day of _____, 2023.

FORT BEND COUNTY, TEXAS

KP GEORGE,
COUNTY JUDGE

ATTEST:

LAURA RICHARD,
COUNTY CLERK

APPROVED:



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

Signed and entered this 1st day of February, 2024.

MEMORIAL HERMANN HEALTH SYSTEM,
A Texas Non-Profit Corporation

By: Matt Kelly
Name: Matt Kelly
Title: VP, operations

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF St Bend §

BEFORE ME, the undersigned notary, on this day personally appeared MATT Kelly, VP operations of Memorial Hermann Health System, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of February, 2024

Lynn Bratton
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

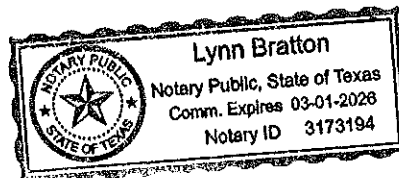
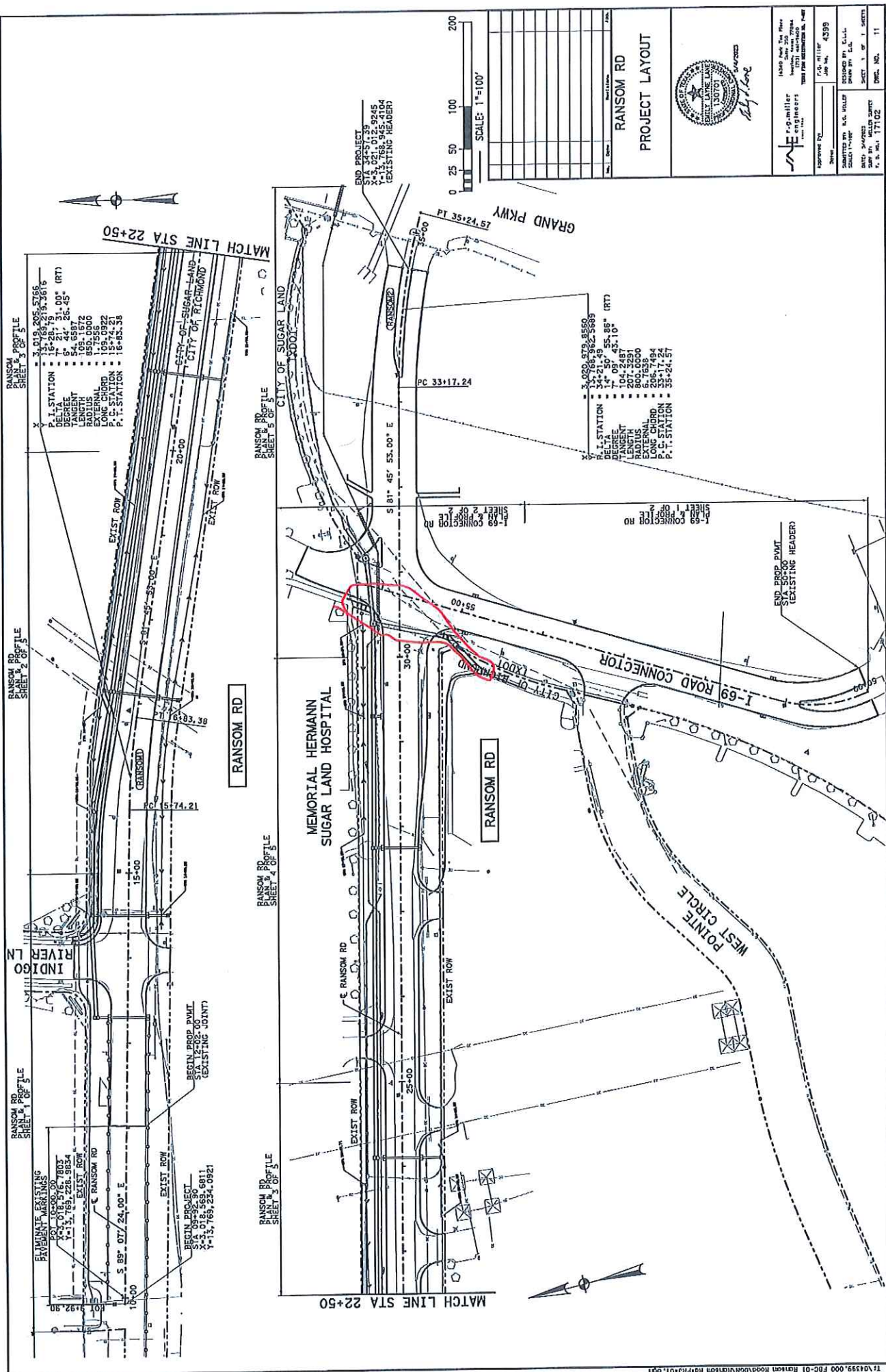


EXHIBIT A

(Project Layout Follows Behind)



STATION	OFFSET
1	0.00
2	0.50
3	1.00
4	1.50
5	2.00
6	2.50
7	3.00
8	3.50
9	4.00
10	4.50
11	5.00
12	5.50
13	6.00
14	6.50
15	7.00
16	7.50
17	8.00
18	8.50
19	9.00
20	9.50
21	10.00
22	10.50
23	11.00
24	11.50
25	12.00
26	12.50
27	13.00
28	13.50
29	14.00
30	14.50
31	15.00
32	15.50
33	16.00
34	16.50
35	17.00
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37	18.00
38	18.50
39	19.00
40	19.50
41	20.00
42	20.50
43	21.00
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45	22.00
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49	24.00
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51	25.00
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59	29.00
60	29.50
61	30.00
62	30.50
63	31.00
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65	32.00
66	32.50
67	33.00
68	33.50
69	34.00
70	34.50
71	35.00
72	35.50
73	36.00
74	36.50
75	37.00
76	37.50
77	38.00
78	38.50
79	39.00
80	39.50
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82	40.50
83	41.00
84	41.50
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86	42.50
87	43.00
88	43.50
89	44.00
90	44.50
91	45.00
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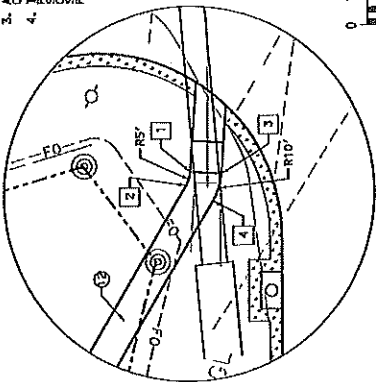
LEGEND

- 1. BLOCK SODDING
- 2. HYDRO-MULCH SEEDING
- 3. RIPRAP (CONC) (GIN)
- 4. 8" CONCRETE PMH
- 5. 1" ASPHALT STABILIZED BASE
- 6. 6" CEMENT TREATED BASE
- 7. 6" LIME TREATED SUBGRADE
- 8. TY 11 CURB
- 9. 5' CONC SIDEWALK

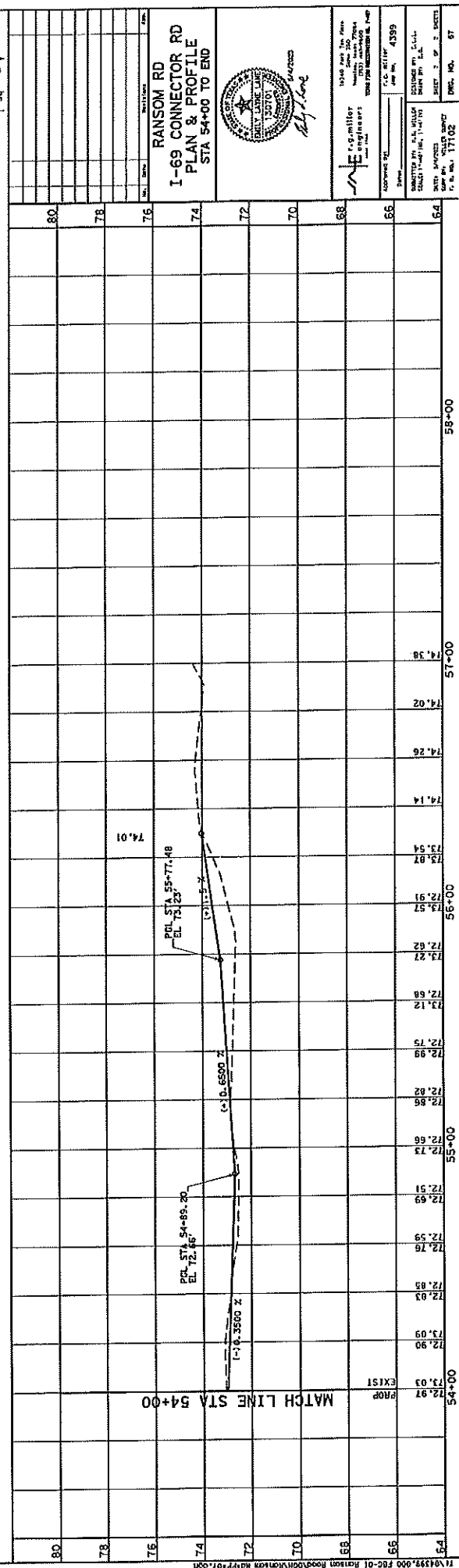
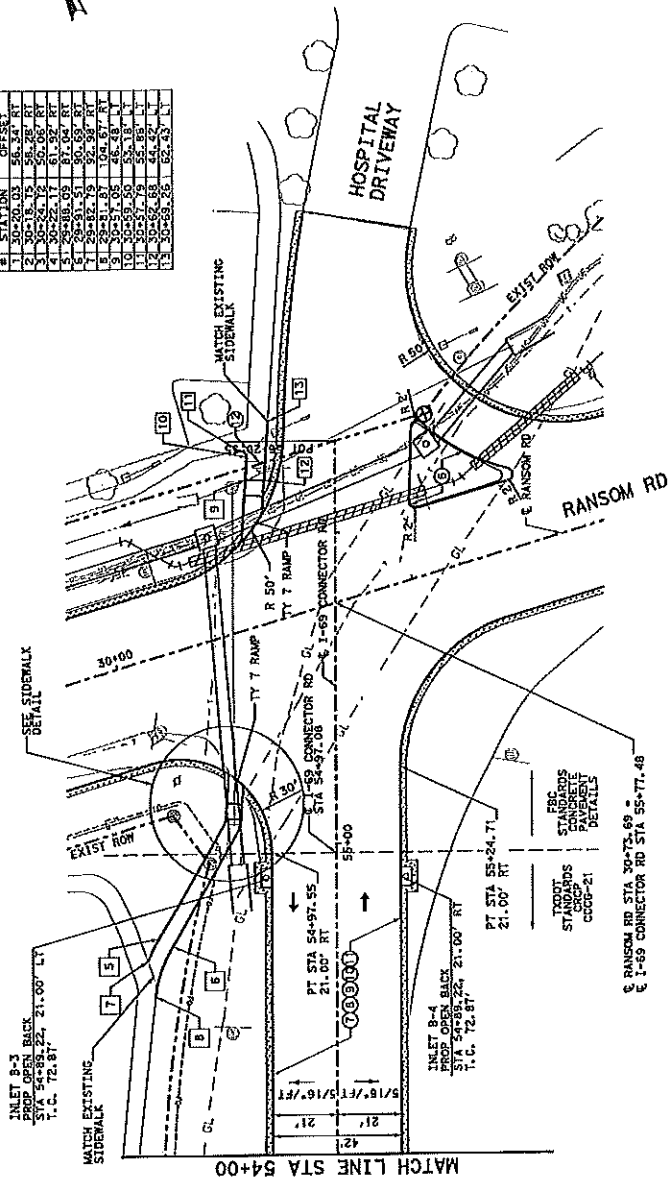
→ DIRECTION OF TRAFFIC

NOTES

1. SEE TRAFFIC LAYOUT FOR ALL TRAFFIC LANE AND DATA.
2. SEE SODDING LIMITS.
3. SEE TYPICAL SECTIONS.
4. ALL DIMENSIONS ARE TO BACK OF PROFILES. THEN CONVECTOR IS CONCRETE. ALL OTHERS ARE OTHERWISE INDICATED.
5. SLOPE OF EXISTING SIDE OF PAVEMENT TO EXPOSE STEEL.



SIDEWALK DETAIL



RANSOM RD I-69 CONNECTOR RD PLAN & PROFILE STA 54+00 TO END



ME
R. G. MILLER
REGISTERED PROFESSIONAL ENGINEER
NO. 123456
STATE OF TEXAS
EXPIRATION DATE 12/31/05
PROJECT NO. 171102
SHEET NO. 67

EXHIBIT B

(Cost Estimate Follows Behind)

CONSTRUCTION COST ESTIMATE

Project: Memorial Hermann Sidewalk ILA
Limit From: Sugar Land City Limit
Limit To: SH 99
Job No: 17102
Prepared By: Binkley & Barfield|DCCM
Date: 10/12/23

Summary of Estimate		
Stage:	100% Submittal	
Total Amount for Roadway:		\$9,817.79
Grant Total Amount:		\$9,817.79
Contingencies:	5%	\$490.89
Grand Total Project:		\$10,308.67

ITEM NO.	SPEC NO.	FBC/TxDOT IDENTIFIER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
SECTION 1 - SITE PREPARATION AND EARTHWORK							
SUBTOTAL SECTION 1 - SITE PREPARATION AND EARTHWORK (Bid Items 1 - 16):							\$0.00
SECTION 2 - PAVING							
26	530	H00530001	Reinforced Concrete Sidewalk (4-1/2")	SY	40	\$107.12	\$4,281.00
29	530	H00530016	ADA Ramp - Type 7	EA	2	\$2,469.02	\$4,938.04
SUBTOTAL SECTION 2 - PAVING (Bid Items 17 - 32):							\$9,199.04
SECTION 3 - STORM SEWER							
SUBTOTAL SECTION 3 - STORM SEWER (Bid Items 33 - 43):							\$0.00
SECTION 4 - WATERLINE (CITY OF SUGAR LAND)							
SUBTOTAL SECTION 4 - WATERLINE (CITY OF SUGAR LAND) (Bid Items 45 - 54):							\$0.00
SECTION 5 - SIGNING AND PAVEMENT MARKINGS							
60	660	H00660013	Reflectorized Pavement Markings - Type I (Thermoplastic) 12" White/Solid - Furnished & Applied	LF	165	\$3.75	\$618.75
SUBTOTAL SECTION 5 - SIGNING AND PAVEMENT MARKINGS (Bid Items 55 - 67):							\$618.75
SECTION 6 - TRAFFIC CONTROL PLAN							
SUBTOTAL SECTION 6 - TRAFFIC CONTROL PLAN (Bid Items 68 - 74):							\$0.00
SECTION 7 - STORM WATER POLLUTION PREVENTION PLAN							
SUBTOTAL SECTION 7 - STORM WATER POLLUTION PREVENTION PLAN (Bid Items 75 - 82):							\$0.00
SECTION 8 - EXTRA WORK ITEMS							
SUBTOTAL SECTION 8 - EXTRA WORK ITEMS (Bid Items 83 - 86):							\$0.00