

Agreement. References to the term "Agreement" in this Agreement shall include references to all exhibits attached hereto.

- (a) Citizens for Road Safety Texas "The Texas 'Stop & Yield' Program" outline attached hereto as "Exhibit A."
- (b) Citizens for Road Safety Texas Grant proposal attached hereto as "Exhibit B."

3. Definitions.

- (a) "Allowable Costs" shall mean all eligible and authorized costs for the Program that are consistent with the terms provided in Exhibits A and B attached hereto
- (b) "County Auditor" shall mean the Fort Bend County Auditor.
- (c) "Days" shall mean calendar days unless otherwise expressly provided in this Agreement.
- (d) "Effective Date" shall mean the date this Agreement is signed by the last Party hereto.
- (e) "Program" shall mean the implementation of the Texas Stop and Yield program in Fort Bend County under Mobility Bond Project No. 23403 as outlined in Exhibits A and B attached hereto.
- (f) "Program Funds" shall mean the funds for the Program provided by County under Mobility Bond Program No. 23403 to Citizens for Road Safety Texas.
- (g) "Unauthorized Costs" shall mean any costs that are not Allowable Costs.

4. Payment and Distribution of Program Funds. County agrees to provide the Program Funds in an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) to Citizens for Road Safety Texas for Allowable Costs incurred for the Program, subject to the following terms and conditions:

- (a) Payment of funds by County shall be made to Citizens for Road Safety Texas in advance within thirty (30) days of presentation and submission of invoices, forms, and documents as may be required by the County Auditor. Advance payment of funds made under this Agreement shall not exceed \$50,000.00 and shall be utilized only for Allowable Costs in accordance with the requirements and fees for the Program provided in Exhibits A and B attached hereto.
- (b) Prior to the distribution and payment of funds by County, Citizens for Road Safety Texas shall submit the invoice or documentation required by the County Auditor

to Enginvoices@fbctx.gov. County shall review and forward the same to the County Auditor for processing and approval. County shall pay the approved invoice within thirty (30) calendar days of County's receipt of invoice and required documentation.

- (c) No later than August 1, 2025 and August 1, 2026, Citizens for Road Safety Texas shall provide the Fort Bend County Precinct 4 Commissioner's Office and the County Auditor with a summary report itemizing its activities and expenses for the previous year, and shall provide any additional documentation requested by County as deemed necessary to account for its expenditure of funds during the previous year for the Program under this Agreement.
 - (d) The County Auditor is responsible for monitoring fiscal compliance activities under this Agreement and shall resolve any dispute between the Parties regarding the distribution, payment, and expenditure of funds provided by County for the Program.
 - (e) County's advanced payment and distribution of the Program Funds to Citizens for Road Safety Texas for the Program does not preclude County from determining that certain costs expended are Unauthorized Costs. As such, County shall have the right to recoup any Program Funds paid and distributed to Citizens for Road Safety Texas and demand repayment of such funds, in whole, or in part, if County determines that Citizens for Road Safety Texas used the funds for any Unauthorized Costs. Upon receipt of written demand from County, Citizens for Road Safety Texas shall, within thirty (30) days, refund any funds previously paid by County for the Program that County determines were not used in compliance with this Agreement.
 - (f) Upon completion of the Program or termination of this Agreement, however caused, Citizens for Road Safety Texas shall furnish County with an itemized report showing a full accounting of the funds expended on the Program during the term of this Agreement. If, after the course of full accounting of the Program, it is discovered that excess funds were received by Citizens for Road Safety Texas for the Program, then Citizens for Road Safety Texas shall remit such excess funds to County within thirty (30) days of full accounting of the Program.
5. **Term.** The term of this Agreement shall commence upon the Effective Date and shall remain in effect until the sooner of December 31, 2026 or completion of the Program, unless sooner terminated as provided herein.

6. **Limit of Appropriation.**

- (a) Citizens for Road Safety Texas understands and agrees that the Maximum Compensation for the performance of services by Citizens for Road Safety Texas under this Agreement is Fifty Thousand and 00/100 Dollars (\$50,000.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Citizens for Road Safety Texas clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement.
- (b) Citizens for Road Safety Texas does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Citizens for Road Safety Texas may become entitled to and the total maximum sum that County may become liable to pay to Citizens for Road Safety Texas under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).

7. **Non-appropriation.** Citizens for Road Safety Texas understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Citizens for Road Safety Texas in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

8. **Termination.**

- (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Citizens for Road Safety Texas.
- (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:

- (1) Citizens for Road Safety Texas fails to perform its obligations for the Program in accordance with the terms of this Agreement and the promised performances provided in Exhibits A and B.
 - (2) Citizens for Road Safety Texas fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Citizens for Road Safety Texas fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (4) Citizens for Road Safety Texas otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.
 - (5) County shall notify Citizens for Road Safety Texas in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Citizens for Road Safety Texas shall have opportunity to cure such Default within the time specified in the Notice by County. If Citizens for Road Safety Texas fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (6) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Citizens for Road Safety Texas was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
- (c) Upon termination of this Agreement for any reason, Citizens for Road Safety Texas shall cease all work and activity for the Program by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. Citizens for Road Safety Texas shall further provide the final accounting of the Program Funds to County as provided in Section 4 of this Agreement.

9. Reporting and Auditing.

- (a) In addition to Citizens for Road Safety Texas's reporting requirements provided in Section 4 of this Agreement, Citizens for Road Safety Texas shall, upon written request, provide County with a report of expenditures, including, but not limited

to, supporting documents such as receipts, paid invoices, timesheets, payroll registers, and any other documentation or reports requested by County to substantiate that the Program Funds were expended and used only on Allowable Costs for the Program. These reporting requirements shall survive the termination of this Agreement.

- (b) County shall have the right to audit all data, books, and records of the Citizens for Road Safety Texas related to this Agreement. Such data, books, and records shall be furnished to County upon thirty (30) days written notice to Citizens for Road Safety Texas. Citizens for Road Safety Texas's cooperation must include, but not be limited to, access to all books, records, contracts. Spreadsheets, statements, correspondence, and documents, in whatever form, that are applicable to the Program or this Agreement. The County's rights to audit shall survive termination of this Agreement for a period of five (5) years and shall be extended to obligations assigned to any subcontracts or agreements related to Citizens for Road Safety Texas's fulfillment of its obligations to County under this Agreement.
- (c) All data, books, records, and documents reasonably related to this Agreement, including but not limited to accounting records, digital files, and other records related to costs incurred for the Program shall be maintained and kept by Citizens for Road Safety Texas for a minimum of five (5) years after termination of this Agreement. **CITIZENS FOR ROAD SAFETY TEXAS SHALL NOT DESTROY OR DISCARD ANY DATA, BOOKS, RECORDS, OR DOCUMENTS REASONABLY RELATED TO THIS AGREEMENT OR THE PROGRAM, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

10. **Additional Rights and Obligations of the Parties.**

- (a) The County's sole obligation under this Agreement is to provide funding up to \$50,000.00 for costs incurred for the Program. County shall not be obligated to pay any amount of funds in excess of the \$50,000.00 appropriated for the Program, whether from Mobility Bonds or any other sources of funding.
- (b) County shall have the right to participate in all phases of the Program, at its sole discretion.

11. **Insurance Requirements.** Prior to the commencement of the Program under this Agreement, Citizens for Road Safety Texas shall furnish County with properly executed certificates of insurance which shall all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Citizens for Road Safety Texas shall provide certified copies of insurance endorsements and/or policies if requested by County. Citizens for Road Safety Texas shall maintain such insurance coverage from the time the Program commences until completion of the Program and provide replacement certificates, policies, and/or endorsements for any

such insurance expiring prior to completion of Services. Citizens for Road Safety Texas shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the state of Texas , and shall obtain such insurance of the following types and minimum limits:

- (a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (d) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Citizens for Road Safety Texas shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Citizens for Road Safety Texas warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

12. **CITIZENS FOR ROAD SAFETY TEXAS SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, CAUSED BY OR RESULTING FROM THE ACTIVITIES OF CITIZENS FOR ROAD SAFETY TEXAS, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CITIZENS FOR ROAD SAFETY TEXAS EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR**

SUPPLIER; COMMITTED BY CITIZENS FOR ROAD SAFETY TEXAS OR BY ANY PERSON EMPLOYED BY CITIZENS FOR ROAD SAFETY TEXAS, OR CITIZENS FOR ROAD SAFETY TEXAS'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CITIZENS FOR ROAD SAFETY TEXAS EXERCISES CONTROL.

13. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Citizens for Road Safety Texas release any material or information developed or received during the performance of Services hereunder unless Citizens for Road Safety Texas obtains the express written approval of County or is required to do so by law.
14. **Independent Contractor.** Each Party under this Agreement shall be deemed for all purposes an Independent Contractor. Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the Parties. Citizens for Road Safety Texas shall not be or deemed to be, or act or purport to act, as an employee, agent, or representative of County for any purpose.
15. **Personnel.** Citizens for Road Safety Texas represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Program under this Agreement and that Citizens for Road Safety Texas shall furnish and maintain, at its own expense, adequate and sufficient personnel.

All employees of Citizens for Road Safety Texas shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Citizens for Road Safety Texas or agent of Citizens for Road Safety Texas who, in County's opinion, is incompetent or by his conduct become detrimental to the Program pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Program.

When performing services under the Program on-site at County's facilities, Citizens for Road Safety Texas shall comply with, and will require that all Citizens for Road Safety Texas's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Citizens for Road Safety Texas in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Citizens for Road Safety Texas acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Citizens for Road Safety Texas or

its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Citizens for Road Safety Texas shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Citizens for Road Safety Texas) publicly known or is contained in a publicly available document; (b) is rightfully in Citizens for Road Safety Texas's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Citizens for Road Safety Texas who can be shown to have had no access to the Confidential Information.

Citizens for Road Safety Texas agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Citizens for Road Safety Texas uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Citizens for Road Safety Texas shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Citizens for Road Safety Texas shall advise County immediately in the event Citizens for Road Safety Texas learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Citizens for Road Safety Texas will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Citizens for Road Safety Texas against any such person. Citizens for Road Safety Texas agrees that, except as directed by County, Citizens for Road Safety Texas will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Citizens for Road Safety Texas will promptly turn over to County all documents, papers, and other matter in Citizens for Road Safety Texas's possession which embody Confidential Information.

Citizens for Road Safety Texas acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Citizens for Road Safety Texas acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Citizens for Road Safety Texas in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Citizens for Road Safety Texas only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County's Travel Policy with those reimbursement limits shall be provided to Citizens for Road Safety Texas upon request.
18. **Contact and Notices.** All notices and communications under this Agreement must be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

County: Fort Bend County
Attention: Commissioner, Precinct 4
1517 Eugene Heimann Cir.
Suite 300
Richmond, Texas 77469

With a copy to: Fort Bend County Engineering Department
Attention: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

Citizens for Road Safety Texas: Citizens for Road Safety Texas
14090 Southwest Fwy
Suite 300
Sugar Land, Texas 77478

19. **Entire Agreement and Modification.** 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. **IT IS ACKNOWLEDGED BY CITIZENS FOR ROAD SAFETY TEXAS THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
20. **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.

21. **No Waiver of 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 immunity under the Texas Constitution or the laws of the state of Texas.
22. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim 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.
23. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Citizens for Road Safety Texas hereby verifies that Citizens for Road Safety Texas and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Citizens for Road Safety Texas does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Citizens for Road Safety Texas does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Citizens for Road Safety Texas does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

24. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CITIZENS FOR ROAD SAFETY TEXAS ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
25. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
26. **Conflict.** In the event of a conflict between this Agreement and any exhibits attached hereto, the terms of this Agreement shall prevail with regard to the conflict.
27. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
28. **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 Page Follows}

FORT BEND COUNTY, TEXAS

CITIZENS FOR ROAD SAFETY TEXAS TEXAS

KP George, County Judge



Date

Authorized Agent – Signature

ATTEST:

Gina Marie Torry

Laura Richard, County Clerk

Authorized Agent- Printed Name

President, Citizens for Road Safety Texas

Title

August 6, 2024

Date

APPROVED:



J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor