

STATE OF TEXAS §
COUNTY OF FORT BEND §

ADOPT-A-COUNTY-ROAD AGREEMENT

This agreement entered into by and between Fort Bend County, Texas, hereinafter referred to as "County," a body corporate and politic, acting herein by and through its Commissioners' Court, and **BRAZOS VALLEY ENERGY, LLC**, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the parties recognize the need and the desirability of litter-free county streets and roads; and,

WHEREAS, Contractor desires to assist the County in maintaining litter-free county roads; and,

NOW THEREFORE, Contractor, in consideration of mutual promises and agreements herein contained, the parties hereby agree as follows:

I.
OBLIGATIONS OF CONTRACTOR

- 1.01 Contractor agrees to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the County for special conditions on a particular adopted section.
- 1.02 For participants of Contractor who are 15 years of age or younger, Contractor shall furnish adequate supervision by one or more adults.
- 1.03 Contractor shall conduct at least two safety meetings each year prior to participation.
- 1.04 Contractor shall adopt a section of roadway that is at least two miles long.
- 1.05 Contractor shall adopt a road for a minimum period of two (2) years.
- 1.06 Contractor shall pick up litter a minimum of four (4) times a year and at such additional times as required by the County.
- 1.07 Contractor shall not subcontract or assign its duties or responsibilities to any other group, organization or enterprise.
- 1.08 Contractor shall appoint a chairperson to serves as spokesperson from their organization.
- 1.09 Contractor shall obtain required supplies and materials from the County during regular business hours.

- 1.10 Traffic control signs shall be utilized by Contractor during a cleanup and shall be removed or stored after the cleanup has been accomplished.
- 1.11 All participants of Contractor shall wear County supplied and approved safety vests during the trash pickup.
- 1.12 Contractor shall be responsible for placing litter in trash bags furnished by the County.
- 1.13 Unused materials and supplies furnished by the County shall be returned to the County within one week following each cleanup.
- 1.14 Contractor shall be responsible for prohibiting participants from either possession or consuming alcoholic beverages while on the adopted section.
- 1.15 Contractor shall be responsible for maintaining a first aid kit and adequate drinking water while participating in litter pickup on the adopted section.
- 1.16 Contractor will be required to complete a Performance Report after each cleanup. The form will be provided when supplies are picked up at the designated maintenance office. Upon completion of the work, the completed Performance Report shall be returned to the address indicated on the form.

II. OBLIGATION OF THE COUNTY

- 2.01 The County shall coordinate with Contractor to determine the specific section of the county road to be adopted.
- 2.02 The County will erect a sign at each end of the adopted section with Contractor's name or logo.
- 2.03 The County shall provide safety vest, trash bags, and safety literature.
- 2.04 The County shall remove the filled bags of litter the first workday after the pickup.
- 2.05 The County shall remove litter from the adopted section only under unusual circumstances, i.e., to remove large, heavy or hazardous items, and upon notification from Contractor.

III. INDEMNIFICATION

- 3.01 Subject to Section 3.02, CONTRACTOR agrees to protect, defend, indemnify and hold harmless County, its elected officials, officers, employees and agents (collectively, "**Indemnitees**"), from and against any and all direct liabilities, losses, damages, claims, liens, demands and causes of action, and all costs and expenses associated therewith

incurred by the Indemnitees (collectively, "**Liabilities**"), including without limitation Liabilities associated with personal injury or damage to property, which arise out of or relate to CONTRACTOR's performance under this Agreement but only to the extent caused by CONTRACTOR's willful misconduct, negligent acts or omissions, and CONTRACTOR shall not be liable for any Liabilities related to Indemnitees' willful misconduct, negligent acts or omissions.

- 3.02 **IN NO EVENT SHALL CONTRACTOR, NOR ANY PARENT ENTITY OR AFFILIATE ENTITY OF CONTRACTOR BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TERMINATION HEREOF.**

IV. INDEPENDENT CONTRACTOR

- 4.01 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors.
- 4.02 Contractor and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

V. TERMINATION

If in the sole judgment of the County, it is found that Contractor is not meeting the terms and conditions of this agreement, the County may terminate the adoption agreement and remove the signs with thirty (30) days' notice. This agreement may be modified in scope or any other manner at the sole discretion of the County. The County reserves the right to modify or cancel the program at any time, and for any reason at the sole discretion of the County.

VI. COUNTY ROAD

- 6.01 The County recognizes Contractor as the adopting organization for SMITHERS LAKE ROAD, from FM 762 to Lockwood, Richmond, Texas, a distance of approximately four {4} miles. See Exhibit A (map attached).
- 6.02 Contractor accepts the responsibility of picking up the litter on this section of roadway and promoting a litter-free environment in the community for a period beginning, September 1, 2013 and ending on September 1, 2015.

**VII.
NOTICE**

Notice to the County shall be delivered to:

Fort Bend County
301 Jackson, 7th Floor
Richmond, Texas 77469
Attn: County Judge
Phone (281) 341-8608
Fax: (281) 341-8609

Notice to the Contractor shall be delivered to:

Brazos Valley Energy, LLC
3440 Lockwood Road
Richmond, Texas 77469

With a copy to:

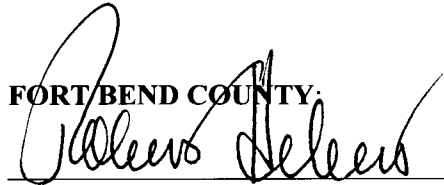
Brazos Valley Energy Center, LLC
717 Texas Avenue, Suite 1000
Houston, Texas 77002
Fax: 713-830-8751
Attn. Contract Administration

**IX.
ENTIRE AGREEMENT**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written below:

FORT BEND COUNTY:



Robert E. Hebert, County Judge

Date: 8-27-13

ATTEST:



Dianne Wilson, County Clerk

BRAZOS VALLEY ENERGY, LLC:



David Plauck, Vice President

Date: August 14, 2013

