

County and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of Local Government.

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II.
PURPOSE

The purpose of this Project is allow Local Government to erect and maintain non-standard County street signs for County streets and roads within the boundaries of Local Government.

TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2015, with automatic one-year renewals unless terminated by either party upon thirty (30) days written notice.

IV.
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as the erection, maintenance, repair and replacement of street signs that are not in the standard form of County street signs by Local Government on County streets and roads within the boundaries of Local Government ("Project").

V.
PROJECT LOCATION

The location for the Project is various roads located within the boundaries of Fort Bend County Municipal Utility District No. 134C, ("Project Site").

VI.
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to accept for review, any proposed street sign designs submitted for approval by Local Government, which shall not be unreasonably withheld or delayed.

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government shall submit all street sign designs to be used for the Project under this Agreement to County for review and approval prior to installation of street signs. Once street sign design is approved, Local Government may install all street signs based on such approved design on all County roads and streets within Local Government's boundaries.

Local Government shall be responsible for the maintenance, repair and replacement of its street signs.

Local Government agrees to assume all material costs.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to County:

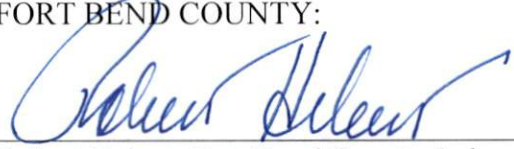
Fort Bend County
Attn: County Judge
301 Jackson
Richmond, Texas 77469

If to Local Government:

Fort Bend County Municipal Utility District No. 134C
c/o Coats, Rose, Yale, Ryman & Lee, P.C.
Attention: Timothy G. Green
9 Greenway Plaza, Suite 1100
Houston, Texas 77046

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:


Robert Hebert, Fort Bend County Judge

August 25, 2015
Date

Attest:

Laura Richard, Fort Bend County Clerk



FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 134C


President, Board of Directors

April 22, 2015
Date

Attest:

Secretary

REVIEWED:


Marc Grant, County Road Commissioner

MDS