

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL LEASE AGREEMENT
KING-KENNEDY MEMORIAL PARK**

This Interlocal Lease Agreement (the "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and the City of Kendleton, Texas ("City"), acting by and through its Board of Directors. The County and District may be referred to collectively herein as the "Parties."

RECITALS:

WHEREAS, the County and the City are authorized to jointly by agreement provide and operate parks and recreational facilities for a public purpose and in accordance with Section 332.021 of the Texas Local Government Code; and

WHEREAS, the County needs additional public park space for recreational facilities to benefit the citizens of the County; and

WHEREAS, the City currently owns and operates the King-Kennedy Memorial Park (the "Park") as a recreational park facility; and

WHEREAS, the County is a local government as defined by the Act, and as such is lawfully permitted to enter into and Interlocal Agreement; and

WHEREAS, the City is a local government as defined by the Act, and as such is lawfully permitted to enter into and Interlocal Agreement; and

WHEREAS, the County and the District believe it is in their best interests to enter into this Agreement to facilitate the provision of certain governmental functions to the citizens of Fort Bend County.

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 terms of the County's use of the Park under a lease with the City. The parties agree the Park shall be more particularly described as follows:

Lots 11 – 15, Block 2; Lots 1 -3 33, Block 3; Lots 1 – 19, Block 4; and Lots 1 – 27, Block 5, being a part of and out of the Bernard River Park Subdivision, Isaac Mc Gary League, Abstract 58, according to the Plat recorded in Volume 8, Page 11, Fort Bend County Plat Records, all located within the City of Kendleton, Fort Bend County, Texas.

SECTION 2

TERM

2.1 The term of this Agreement shall be from the effective date approved by the County and shall terminate on December 31, 2020, unless sooner terminated according to other terms stated herein.

2.2 The County may extend and renew the Term for an additional period of four (4) years, with the City's written consent, by requesting such renewal in writing on or before thirty (30) days preceding the expiration of the Term, or as agreed by the parties.

SECTION 3

RENT

Rental for said Term shall be \$1 per year. The County agrees to pay rent on December 31 of each year of the Term.

SECTION 4

USE

4.1 The Park shall continue to be used as a public park for recreational facilities operated and maintained by the County consistent with its policies and regulations.

4.2 During the Term of this Agreement, the County will exclusively manage, operate, control and supervise the Park. The County will maintain the Park during the term of this Agreement in a safe condition in compliance with the Americans with Disabilities Act; the Texas Architectural Barriers Act, Chapter 469 of the TEXAS GOVERNMENT CODE; the Texas Accessibility Standards; and other relevant state and federal statutes and regulations.

SECTION 5

IMPROVEMENTS

5.1 All installations and/or improvements placed by the County in the Park shall be free of all liens and encumbrances, shall remain County's property, unless otherwise agreed to by the parties, and shall be removed within ninety (90) days after termination of this Agreement at the County's expense. The County shall restore the property, at its sole expense, to as near the original condition as practical, including the filling of any holes and leveling of any mounds, normal wear and tear excepted.

5.2 The County will construct no permanent improvements in the Park without the consent from the City in writing thereto first had and obtained.

5.3 The County will maintain the Park in a clean, wholesome, safe and sanitary condition throughout the Term. The County shall bear the expense and responsibility for cutting the grass.

SECTION 6

INSURANCE AND LIABILITY

6.1 The County and the City are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.

5.2 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 7

OPTION TO PURCHASE

In connection with this Agreement, and in connection with the lands covered thereby, the City hereby agrees that in the event during the Term of the Agreement, it receives a bona fide offer of purchase of said lands from any third party, that the City will immediately in writing communicate the terms of such offer to the County and the County shall have a period of ninety (90) days in which to elect to acquire the property on the same terms as contained in the bona fide offer made by a third party. Failure of the County to reply to the notice from the City within thirty (30) days shall constitute an election by the County not to exercise its option to purchase as granted herein.

SECTION 8

NOTICES

8.1 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).

8.2 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 Parks and Recreation
Attn: Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

City: City of Kendleton, Texas
Attn: Mayor
430 FM 2919
Kendleton, Tx 77451

8.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 8.1 and 8.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

8.3.1 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.

8.3.2 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 9

MISCELLANEOUS

9.1 The County Each party shall make payments only from current revenues available.

9.2 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

9.3 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 either party's sovereign immunity.

9.4 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.

9.5 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.

9.6 This Agreement cannot be assigned by either party.

9.7 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.

9.8 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

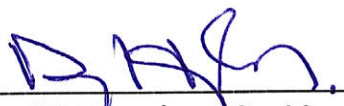
Robert E. Hebert, County Judge

Date: _____

Attest:

Laura Richard, County Clerk

CITY OF KENDLETON, TEXAS



Darryl K. Humphrey, Sr., Mayor

Date: 10-10-2017

AUDITOR'S CERTIFICATION

I hereby certify that funds are available in the amount of \$_____ to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Ed Sturdivant, County Auditor

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