

INFRASTRUCTURE MANAGEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Infrastructure Management Agreement ("Agreement") made and entered into by and between **REINVESTMENT ZONE NUMBER TWENTY-FIVE, CITY OF HOUSTON, TEXAS** ("Zone"), a tax increment reinvestment zone created by the City of Houston, Texas ("City") pursuant to Chapter 311, Texas Tax Code, as amended, and **FORT BEND COUNTY, TEXAS**, a political subdivision of the State of Texas, acting by and through its Commissioners Court (the "County").

WITNESSETH:

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City Council of the City of Houston by ordinance created the Zone located southwest of the Central City of Houston area and stretches to adjacent areas of Houston City Limits located within the boundaries of Fort Bend County; and

WHEREAS, the Zone included improvements to Fort Bend South Post Oak Park located at 5535 Hobby Road, Houston, Texas, in its Project Plan and Reinvestment Zone Financing Plan (as amended, the "Plan") to provide invaluable training and community development for youth in an underserved portion of the City and the County; and

WHEREAS, the County initiated construction and installation of certain improvements to Fort Bend County South Post Oak Park including the addition of artificial turf for the football and softball fields (the "Project"); and

WHEREAS, the Zone's Board voted to fund \$800,000.00 of the cost of the artificial turf; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

AGREEMENT

The Zone and the County hereby covenant and agree as follows:

ARTICLE I

PROJECT FUNDING AND CONSTRUCTION

Section 1. Project. The County shall manage the construction of the Project as further set forth in this Agreement. The Project shall mean the improvements with the total cost of such improvements to be paid by the Zone not to exceed \$800,000.00, which may be implemented in one or more construction contracts. The term "Project" when used in this Agreement shall mean

each component of the Project as implemented in each construction contract for each such component.

Section 2. Construction of Project. The County will oversee the construction of the Project in accordance with (i) the Plans and Specifications; (ii) the City's policy regarding the participation of minority and women-owned business enterprises; and (iii) any competitive bidding laws applicable to the Project. The County shall obtain the Zone's written approval of the final contract for construction of the Project prior to entering into any such contract. The County shall issue a notice to proceed with construction of the Project within 30 days of the Zone's approval of the award of the construction contract. The County will notify the Zone when it has issued a notice to proceed. The County will cause the construction of the Project to occur in accordance with the construction schedule and will notify the Zone of any changes to the construction schedule.

Notwithstanding the foregoing, the County shall not authorize any contractor to begin construction of any portion of the Project until each of the following conditions is satisfied:

A. The County shall require its construction contractor(s) to provide performance and payment bonds. The amount of the performance and payment bonds shall be the full cost of the County's construction contract. The Zone and the City shall be additional obligees for the performance and payment bond (the County is primary obligee). The County shall submit original duplicates of these bonds to the Office of the City Engineer prior to award of the construction contract for the Project. The County shall use the forms as approved by the City Attorney for the bonds required by this subsection;

B. The County shall require its contractor to obtain all permits required to construct the Project; and

C. The County shall provide the Zone reasonable documentation regarding the progress of the Project as requested by the Zone for the following events: (i) advertisement for bids, (ii) award of construction contract (including copies of bonds and insurance), (iii) notice to proceed, (iv) default of the contractor (if it occurs), and (v) completion of the Project (or portions thereof) such that it is ready for inspection by the Zone and the City.

Section 3. Project Funding. The Zone agrees to fund the Project in five (5) separate installments in accordance with the copy of the CIP No. T-2508 detail sheet attached hereto as **Exhibit A** incorporated herein for all purposes. The Zone shall pay each installment within thirty (30) days of the Zone's fiscal year budget being approved by the City Council of the City beginning in fiscal year 2022 and each year thereafter for a period of five (5) years. The Zone shall issue a check or electronic fund transfer payable to the County for each installment in accordance with applicable laws. Upon completion of construction and final progress payments being made, the Zone may request a complete accounting of all the costs for the construction of the Project, including records and vouchers for all payments made by the County for such costs, and other documentation that may be reasonably requested by the Zone to inspect the Project; a copy of the Release of Liens certifying that all contractors, subcontractors, laborers, materialmen, and all other parties who have performed work on or furnished materials for the Project have been paid in full; and evidence of efforts to comply with the City's policy regarding the participation of minority and women-owned business enterprises for the Project.

Section 4. Accounting. The County shall establish a segregated fund account within its financial system for the Project and track the money paid by the Zone for the construction of the Project. The County shall keep accurate records of all expenditures from the account and shall provide the Zone with a report of income and expenses upon request, from time to time, by the Zone. Upon completion or termination of the Project or termination of this Agreement, whichever comes first, the County shall perform or cause to be performed a final accounting and shall deliver to the Zone all records of its account and shall pay to the Zone any unexpended funds.

Section 5. Insurance. The County shall require that each contractor for the Project provide at least the insurance described in **Exhibit B** attached hereto and incorporated herein for all purposes. The Zone, City, the County must all be a named "Specific Additional Insured" on the commercial general liability and business automobile liability policies.

ARTICLE II

MISCELLANEOUS

Section 1. Term. This Agreement shall be in force and effect from the date of execution. Unless earlier terminated by the parties hereto, this Agreement shall terminate upon completion of the Project and payment for all costs of the Project due to the County by the Zone.

Section 2. No Additional Waiver Implied. No waiver or waivers of any breach or default or any breaches or defaults by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 3. Modification. This Agreement shall be subject to change or modification only with the written mutual consent of the parties hereto.

Section 4. Agreement Not for Benefit of Third Parties. This Agreement is not intended to benefit any party other than the parties to this Agreement or to impose any duty upon the Zone or the County toward any person or entity not a party hereto.

Section 5. Entire Agreement. Upon execution of this Agreement by both of the parties, this Agreement shall constitute the entire agreement between the parties for the Project.

Section 6. Assignment. No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party hereto.

Section 7. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered on the earlier of the following dates: the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed herein below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

Addresses for notices shall be as follows:

ZONE: Hiram Clarke Fort Bend RA
TIRZ Number Twenty-Five
14075 S. Main Street, Suite A
Houston, TX 77035

County: Fort Bend County Parks & Recreation
Attention: Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

City: City of Houston
611 Walker, 10th Floor
Houston, Texas 77002
Attn: Andy Icken
FAX: 832-393-0844

Section 8. Legal Construction. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices the other party.

Section 9. Sole Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning these instruments shall be of no force and effect excepting a subsequent modification in writing, signed by both parties.

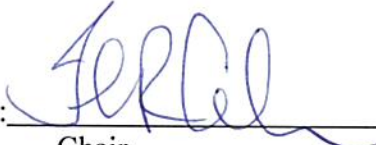
Section 10. Counterparts. Signatures hereto may be in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11. Approvals. The County and the Zone may designate one or more officials from time to time to make any approvals or decisions required under this agreement.


[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

**REINVESTMENT ZONE NUMBER
TWENTY-FIVE, CITY OF HOUSTON, TEXAS**

By: 
Chair

ATTEST:

By: 
Secretary

FORT BEND COUNTY, TEXAS

By: _____
KP George, County Judge

ATTEST:

By: _____
Laura Richard, County Clerk

APPROVED:

CITY OF HOUSTON, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT B

Contractor Insurance

(Coverage)	(Limit Of Liability)
Workers' Compensation	Statutory limits for Workers' compensation
Employer's Liability	Bodily injury by accident \$1,000,000 (each accident) Bodily injury by disease \$1,000,000 (policy limit) Bodily injury by disease \$1,000,000 (each employee)
Commercial General Liability: Including Contractor's protective, broad form property damage, contractual liability, explosion, underground and collapse, bodily injury, personal injury, products, and completed operations (for a period of one year following completion of the Work)	Combined single limit of \$1,000,000 (each occurrence), subject to general aggregate of \$2,000,000; Products and Completed Operations \$1,000,000 aggregate
Owner's and Contractor's Protective Liability	\$1,000,000 combined single limit each occurrence/aggregate
Installation Floater (unless alternative coverage approved by HBGLGC)	Value of stored material or equipment, listed on certificates of payments, but not yet incorporated into the Work
Automobile Liability Insurance: (for automobiles furnished by Contractor in course of his performance under the contract, including owned, non-owned, and hired auto (Coverage)	\$1,000,000 combined single limit each occurrence
Excess coverage	\$1,000,000 each occurrence/combined aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability
Defense costs are excluded from face amount of policy. Aggregate limits are per 12-month policy period unless otherwise indicated.	