



WHEREAS, the County and City agree to abide by all pertinent federal, state, and local laws and regulations; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, the County and City agree as follows:

### AGREEMENT

1. Purpose. The purpose of this Agreement is to outline the obligations related to the construction improvements of the Project.
2. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated in this Agreement.
3. Term of the Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect unless terminated as provided below or the Projects are complete and the obligations under Sections 4 and 5 of this Agreement are fulfilled.
4. City Responsibilities.

- a. Design.

- i. The City will fund and manage the design of the Project.
- ii. The City will provide County a final set of plans upon completion of the design of the project and prior to bidding.
- iii. The City will conduct all utility coordination and/or relocations with private franchise utility companies.
- iv. The City has the right to extend the limits of the project as necessary to improve connectivity at the City's expense.

- b. Construction.

- i. The City will oversee the construction of the Project.
- ii. The City will forward the County a request for payment within 30 days after letting the project. This will include a copy of the low bid and award letter.
- iii. The City will submit to the County a full accounting of the funds expended on the Project and a set of record drawings within 90 days after the completion of the Project.

5. County Responsibilities.

- a. Construction. The County agrees to pay the City, Four Million and No/100 Dollars (\$4,000,000.00) out of the 2023 Parks Bonds upon request for payment by the City.
- b. Payment Terms. The County will pay 100% of the allocated funds for the Project upon the City's award of the construction contract, within 30 days of the written request from the City.

- c. The County agrees the funds will be used for the following project description:
  - i. Construction of one cricket field, one splash pad, one pump track, six covered pickleball courts and two covered gathering spaces.

6. Schedule.

- a. The anticipated completion date for design of the Project is Fall 2024.
- b. The anticipated start date for construction of the Project is Spring 2025.
- c. The anticipated completion date for construction of the Project will be provided to County upon contract award.

7. Limit of Appropriation.

- d. Prior to execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum amount of Four Million and No/100 Dollars (\$4,000,000.00), specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.
- e. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the City may become entitled to hereunder and the total maximum amount that the County will pay the City hereunder will not under any condition, circumstance or interpretation hereof exceed Four Million and No/100 Dollars (\$4,000,000.00).
- f. Excess Funds: If, after the course of full accounting of the Project, it is discovered that excess funds were received by the City from County for the Project, City shall remit such excess funds that have not been used for County's portion to the Project to County within thirty (30) days of City's full accounting of the Project.

7. Termination. This Agreement shall remain in effect unless:

- a. The Agreement is terminated in writing with the mutual consent of the parties.
- b. The Agreement is terminated by one party because of a breach; or
- c. The City does not appropriate funds for the Project.

8. Insurance and Liability.

- a. The City and the County are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann., 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

self-insured for all claims falling within the Texas Tort Claims Act.

- b. Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

9. Miscellaneous.

- a. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- b. Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.
- c. If any one or more of the provisions contained in this Agreement shall 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 and had never been contained herein.
- d. 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.
- e. This Agreement cannot be assigned by either party.

10. Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

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, 1<sup>st</sup> Floor  
Richmond, Texas 77469

City: City of Missouri City, Texas  
Attn: City Administrator  
1522 Texas Pkwy  
Missouri City, Texas 77489

With a copy to: Missouri City Parks and Recreation Department  
Attn: Director  
2701 Cypress Point Drive  
Missouri City, Texas 77459

Any such notice will be effective: (i) upon receipt if delivered in person; or (ii) three (3) business days after actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid. Each party may change its address by written notice in accordance with this section.

11. Entire Agreement and Modification. This Agreement constitutes the entire Agreement between the Parties and supersedes any and all previous agreements, written or oral, pertaining to the subject matter of this Agreement. This Agreement may only be amended or modified by written agreement executed by both Parties.

12. No Waiver of Immunity. Neither the execution of this Agreement nor any other conduct of either Party to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.

13. 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.

14. 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.

15. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

16. **Human Trafficking. BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.**

17. Effective Date. The Effective Date of this Agreement shall be the date this Agreement is signed by the last Party hereto.

18. Authorization. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each Party further represents that, by execution of this Agreement, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.

{EXECUTION PAGE FOLLOWS}

**FORT BEND COUNTY, TEXAS**

By: \_\_\_\_\_  
KP George, County Judge

Date: \_\_\_\_\_


ATTEST/SEAL:

\_\_\_\_\_  
Laura Richard, Fort Bend County Clerk

APPROVED:

  
\_\_\_\_\_  
Darren McCarthy, Parks Director

**CITY OF MISSOURI CITY, TEXAS**

DocuSigned by:  
  
By: \_\_\_\_\_  
Angel Jones, City Manager

Date: 5/30/2024

ATTEST/SEAL:

DocuSigned by:  
  
\_\_\_\_\_  
Crystal Roan, City Secretary



DocuSigned by:  
  
\_\_\_\_\_  
Donnie Hayes, Parks Director

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to  
accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

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- 4.11.2024)