

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR
PARKS IMPROVEMENTS FUNDING – CITY OF BEASLEY**

This Interlocal Agreement (hereinafter referred to as “Agreement”), is made and entered into by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as “County”), a body corporate and politic, acting by and through its Commissioners Court, and the CITY OF BEASLEY, TEXAS (hereinafter referred to as “City”), a municipality duly organized and existing under the laws of the State of Texas, acting by and through its City Council. County and City may collectively be referred to as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of Texas Government Code, the Interlocal Cooperation Act (the “Act”), which authorizes local governments to contract with one another to provide governmental functions, mutual aid, and services under the terms of the Act; and

WHEREAS, the Parties are each a local governmental entity and are authorized under the Act to provide certain governmental functions; and

WHEREAS, the Fort Bend County Parks Bond (“Bond”) passed on November 7, 2023; and

WHEREAS, the Bond authorized funding for a variety of projects within Fort Bend County, including the City of Beasley Park located within the City of Beasley (the “Project”); and

WHEREAS, the Project includes funding for improvements to the City of Beasley Park for an estimated cost of One Hundred and Fifty Thousand Dollars (\$150,000.00); and

WHEREAS, the Bond authorizes the County to provide One Hundred and Fifty Thousand Dollars (\$150,000.00) in funding towards refurbishing the pavilion at the playground in the City of Beasley Park; and

WHEREAS, the funds will be used by the City towards the installation and construction cost of the Project; and

WHEREAS, the County and City believe it is in the best interests of County and City, and to the residents thereof, to enter into this Agreement, to advance the Project; and

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 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 Project is 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 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 betting 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, One Hundred and Fifty Thousand Dollars (\$150,000.00) 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 playground unit.

6. Schedule. The anticipated completion date for the Project will be provided to County upon contract award.

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

8. Limit of Appropriation.

- a. 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 One Hundred and Fifty Thousand Dollars (\$150,000.00), specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.
- b. 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 One Hundred and Fifty Thousand Dollars (\$150,000.00).

- c. 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.

9. Appropriation of Funds. Each party represents and warrants to the other that, as of the Effective Date of this Agreement, the governing body of each Party hereto has identified, appropriated, and set aside sufficient monies to fund the costs of the Project pursuant to the terms of this Agreement.

10. Termination.

- a. This Agreement shall remain in effect unless:
 - i. The Agreement is terminated in writing with the mutual consent of the parties; or
 - ii. The Agreement is terminated by one party because of a breach; or
 - iii. In the event City determines the Project lacks feasibility or for any other reason elects to forego the construction of the Project, then City shall provide written notice to County of such determination or decision and the Agreement shall automatically terminate.
- b. Upon termination of this Agreement for any reason, City shall refund all amounts provided by County, if any, within thirty (30) days of said termination.

11. 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.

12. Force Majeure. In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

13. 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
Richmond, Texas 77469

City: City of Beasley, Texas
Attn: City Administrator
319 South 3rd Street
Beasley, Texas 77417

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.

14. Inspection of Books and Records. City shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of City for the purpose of verifying the work performed for the Project. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, City shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
15. Benefit. This Agreement shall be for the sole and exclusive benefit of County and City and shall not be construed to confer any benefit or right upon any other party.
16. Assignment. Neither party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.
17. 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.
18. 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.

19. 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.
20. Applicable Law and Venue. This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
21. Captions. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
22. 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.
23. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
24. Human Trafficking. **BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.**
25. 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}

CITY OF BEASLEY, TEXAS

FORT BEND COUNTY, TEXAS

By: 
Kenneth Reid, Mayor

By: _____
KP George, County Judge

Date: 9/16/25

Date: _____

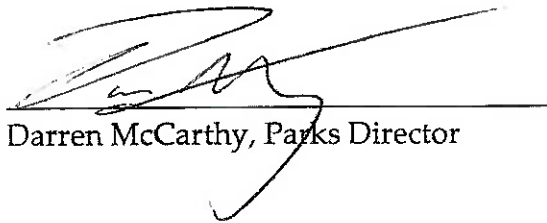
ATTEST/SEAL:

ATTEST/SEAL:


City Secretary

Laura Richard, County Clerk

APPROVED AS TO FORM:


Darren McCarthy, 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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