

**INTERLOCAL AGREEMENT
BETWEEN FORT BEND ISD AND FORT BEND COUNTY REGARDING
PARK SPACE SURROUNDING THE SUGAR LAND 95 HISTORIC CEMETERY**

This Interlocal Agreement (the "Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between the Fort Bend Independent School District, a body corporate and politic under the laws of the State of Texas, acting by and through its Board of Trustees and Superintendent, ("District"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County"). The District and the County are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, in 2018, during construction at the site of the District's James Reese Career and Technical Center, a cemetery containing the remains of 95 individuals was unearthed and has since been dedicated as a historic cemetery FB-C177 in Fort Bend County

WHEREAS, the District maintains this historic cemetery and surrounding grounds for educational use;

WHEREAS, the County desires to increase the availability of parks and green spaces within the boundaries of Precinct 3;

WHEREAS, the County is willing to commit funding for improvements and the District is willing to maintain the grounds surrounding the historic cemetery as a public park and greenspace.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises contained herein, the District and County agree as follows:

AGREEMENT

I. DEFINITIONS

1. "County Representative" shall mean the person designated by Fort Bend County to act as its representative in executing the terms of this Agreement.
2. "District Representative" shall mean the person designated by the Fort Bend Independent School District as its representative in connection with this Agreement.
3. "Park Hours" shall be those hours designated by the District for the historic cemetery grounds in which the applicable portion of such grounds are to be open and available for park use purposes by the public, but shall not include those hours when schools are in session or used for school purposes.
4. "FBISD School" shall mean the James Reese Career and Technical Center which is owned and/or operated by the District and is the site of the County-designated historic cemetery FB-C177.
5. "Historic Cemetery Grounds" shall mean the designated park area located at the site of FBISD School

II. BASIC TERMS

- A. The District agrees to review and approve or disapprove, through the District Representative, plans developed and submitted by a contracted landscape architect, for improvements to the Historic Cemetery Grounds for park and educational uses, and the District agrees to forward one copy of all such approved plans to the County representative or designee for any further comment(s) as applicable. The District will not approve any plan unless it is sound as to architectural and engineering aspects.
- B. The District and its contractor will execute any contract for work to be performed and for which County funding is provided pursuant to this Agreement within eighteen (18) months from the date funds are dispersed from the County to the District under this Agreement. County funds may not be used for construction contracts executed after that period, unless the time to execute the contract is extended by County following a written request from the District.
- C. The District shall be responsible for the procurement, selection, supervision, and payment of the cost of such improvements to its contractor(s) for the construction of such improvements in an amount not to exceed the amount stated in Section III below. Such improvements shall be completed within eighteen (18) months from the time the District enters into a contract with its own contractor(s).
- D. The District agrees to keep Historic Cemetery Grounds open to the general public as public parks for park and recreational purposes during all Park Hours and to have a posted sign on the public entrance to the park displaying the hours of operation of the Historic Cemetery Grounds. It is agreed that during non-Park Hours or at times when school activities are occurring at the School that reasonably require the exclusive use of the park grounds, the general public may be excluded from the Historic Cemetery Grounds. The regular hours of operation of Historic Cemetery Grounds at FBISD School may be altered by the District Representative.
- E. The District further agrees to maintain the Historic Cemetery Grounds at FBISD School, including mowing, edging, trimming, and litter removal to the same extent as performed on similar FBISD School Grounds.
- F. All improvements made on District property to develop the Historic Cemetery Grounds as public parks shall be and remain the property of the District. The District shall be solely responsible for its operation and maintenance.
- G. The County shall not have any responsibility for the operation or maintenance of the Historic Cemetery Grounds nor shall have any control over or ownership interest in the improvements made by the District pursuant to this Agreement.

III. FUNDING CONTRIBUTION

For and in consideration of the services to be performed by the District pursuant to this Agreement in connection with the Historic Cemetery Grounds, it is expressly understood and agreed that the County has allocated a sum of \$1,500,000 for the purposes of this Agreement. The funds will be awarded to the District for improvements approved by the District pursuant to this agreement within 60 days of execution this Agreement.

IV. CURRENT REVENUES

The party paying for the performance of the governmental function or service pursuant to the Agreement must make the payments from current revenues available to the paying party.

V. TERM

The term of this Agreement shall be effective from the date executed by the last party until June 30, 2034, unless extended by written agreement of the Parties.

VI. AUDIT AND REPORTING

- A. **County Audit Rights.** The County shall have the right to audit the books and records of District expenditures of funds contributed by the County under this Agreement upon thirty (30) days written notice to the District at the conclusion of either the time period described in Section II.B. or Section II.C. of this Agreement.
- B. At the discretion of the County, any such audit shall be performed by the County or by outside firms at County expense. The District's cooperation shall include, but not be limited to, access to all District's books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, related to expenditure of funds contributed by the County.
- C. **Review.** The County (on its behalf and on behalf of the District) agrees to maintain adequate records and documentation of any audit completed under this Section, and the District and its duly authorized representatives have the right, upon reasonable notice, to review and audit such records at any reasonable time. The County and the District agree to negotiate in good faith to resolve any disputes.

VII. INSURANCE

- A. Upon request by the County, FBISD shall furnish certificates of insurance to the County. Certificates shall indicate name of FBISD, name of insurance company, policy number, term of coverage and limits of coverage.

VIII. GOVERNMENTAL IMMUNITY

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions, including the defense of governmental immunity.

IX. HUMAN TRAFFICKING

By acceptance of contract, district acknowledges that Fort Bend County is opposed to human trafficking and that no county funds will be used in support of services or activities that violate human trafficking laws.

X. MISC. PROVISIONS

- A. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by all parties.

- B. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.
- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.
- D. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- F. In the event that any one or more of the terms, provisions or conditions 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 the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, understandings, and agreements, whether written or oral.

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 ____ day of _____, 2025.

FORT BEND COUNTY:

 KP George
 County Judge

Attest:

 Laura Richard, County Clerk

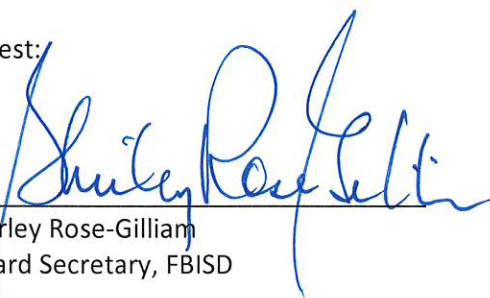
Date: _____

FORT BEND INDEPENDENT SCHOOL DISTRICT:



 Kristin Tassin
 Board President, Fort Bend ISD

Attest:



 Shirley Rose-Gilliam
 Board Secretary, FBISD

Date: 11/18/25

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

Ed Sturdivant, Fort Bend County Auditor