

District agrees:

1. To participate in the planning of the design and construction of recreational facilities referred to above by providing District staff members knowledgeable about the District's current construction methods, schedule, and procedures.
2. To participate in the construction of parking lots, a pond, ball fields and trails by providing labor and equipment adequate to clear and prepare the site for construction and to enter into construction on a timely basis. The estimated amount of labor and equipment to be utilized in constructing the aforementioned recreational facilities will equal a minimum of \$999,808. District agrees to provide labor and equipment to accomplish the above-described task over and above this estimated figure if necessary to complete the work.
3. To provide adequate supervision for the above-referenced construction.
4. To assist in maintenance and upkeep of the above-described facilities on an as-needed basis to assist with maintenance or repair items beyond the scope of what the equipment or manpower of the County can accomplish.
5. To release County from the obligation of this agreement if the grant funds are not made available to the County.

III.

Services Provided by County

County agrees:

1. To submit one or more grant applications to Texas Parks and Wildlife Department for the purpose of funding portions of the construction cost of the above described recreational facilities.
2. To provide construction funds for the materials necessary to construct the above described recreational facilities via a matching grant.
3. To bid out and supervise the construction activities of all contractors and subcontractors required to adequately construct all other items beyond the scope of the work being carried out by the District.
4. To release District from the obligation of this agreement if the grant funds are not made available to the County.
5. To assist in coordinating the scheduling of the construction of the facilities to coincide with the District's schedule for the crews that will perform the work described in II. above.
6. To schedule construction activities by private contractors at a time or times that are convenient for the District.
7. To maintain portions of the recreational facilities to adequate levels.

IV.

Term and Termination

1. This Agreement shall become effective when approved by the Commissioners Court of Fort Bend County and the Board of Directors of Fort Bend County Drainage District and signed by all parties. This Agreement shall remain in effect until terminated as provided below.
2. This Agreement may be terminated, with or without cause, by either party upon sixty (60) days prior written notice to the other party.

V.

Limitation of Liability

Nothing herein shall be deemed in any manner to constitute a waiver of sovereign or governmental or any other immunity or affirmative defense which may be asserted by the District or the County. Nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.

VI.

Communications

1. All communications between the parties shall be in writing and sent to the following addresses:

District:

Fort Bend County Drainage District
 1004 Blume Rd
 PO Box 1028.
 Rosenberg, Texas 77471
 Attn: Drainage District Manager

County:

Fort Bend County
 301 Jackson St., Ste. 719
 Richmond, Texas 77469
 Attn: County Judge

VI.

Miscellaneous

1. This Agreement constitutes the entire agreement between the parties and no oral representation between the parties made prior to or after execution of this Agreement will be given any force and effect unless reduced to writing herein.
2. This Agreement may be modified or amended upon the mutual consent of the parties

evidenced in writing.


3. Any invalidity of any part of this Agreement will not cause the remaining parts to be invalid.
4. This Agreement is governed by the laws of the State of Texas and venues shall lie in Fort Bend County.

Executed this 12 day of May, 2009.


FORT BEND COUNTY DRAINAGE DISTRICT

By: 
Robert E. Hebert, Board Chairman


ATTEST:


Dianne Wilson, County Clerk

COUNTY OF FORT BEND

By: 
Robert E. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk

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