

1. To participate in the planning of recreational trails referred to above by providing County staff members knowledgeable about the County's current system and methods of construction to assist in planning the expansion of the trail system.
2. To participate in the construction of the trail system by providing labor and equipment adequate to clear and prepare the trail corridor from the south side of Westheimer Boulevard at Buffalo Bayou north to the intersection of the currently funded trail segment running in a generally west to east direction across Barker Reservoir (see attached map of areas to be constructed as part of this agreement). The estimated distance for this segment of trail is 4300 linear feet. The estimated amount of labor and equipment to prepare the surface for the concrete trail to be constructed by a general contractor is a minimum of \$77,400. County agrees to provide labor and equipment to accomplish the above-described task over and above this estimated figure if necessary to complete the work but within the normal limits of this type of work on other Harris County trails.
3. To provide adequate supervision for the above-referenced trail corridor preparation.
4. To program the use of the trail with fun runs and other special events by expanding current uses of the existing trail system.
5. To provide continual maintenance and upkeep of the above-described 4300 linear foot section of trail upon completion of the construction, as required by Texas Parks and Wildlife Department.
6. To release Sponsor from the obligation of this agreement if the grant funds are not made available to the Sponsor.

III.

Services Provided by Sponsor

Sponsor 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 trail section.
2. To provide construction funds for the materials necessary to pave the trail described above via a matching grant.
3. To bid out and supervise the construction activities of all contractors and subcontractors required to adequately construct a trail system consistent with the design of the current Harris County Trail System.
4. To release County from the obligation of this agreement if the grant funds are not made available to the Sponsor.
5. To assist in coordinating the scheduling of the construction of the trail to coincide with the County's schedule for the crews that will perform the work described in II. above.
6. To schedule construction activities at a time or times that are convenient for the County.

7. To assist in programming the use of the trail system by providing staff members to assist in planning fun runs and other events utilizing the trail system.
8. To maintain portions of the trail system within Fort Bend County that connect to the Harris County system to adequate levels.

IV.

Term and Termination

1. This Agreement shall become effective when approved by Commissioners Courts of Harris County and Fort Bend County 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

1. County agrees to save, protect, defend, and hold harmless Sponsor from any and all suits, claims, or causes of action which may arise out of or in any manner be connected with the operation of recreation or development programs provided for under II. 2. above or the negligence of County employees, agents, or servants, to the extent provided by law; provided, however, this indemnity agreement does not cover or include:
 - a. Any liability or obligation to third parties based on any contract to which the Sponsor is not a party; and
 - b. Any tort claim or liability for which Sponsor would not be liable if the same were asserted directly against Sponsor.
2. County agrees to the extent permitted, if any, under the laws and the constitution of the State of Texas, to save, defend, protect, and hold harmless Sponsor from any and all suits, claims, cause of action, or public liability which may arise out of County operations or programs, to the extent provided by law; provided, however, this indemnity agreement does not cover or include:
 - a. Any liability or obligation of third parties based on any contract to which the County is not a party; and
 - b. Any tort claim or liability for which County would not be liable if the same were asserted directly against County.
3. 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 County or the Sponsor. 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:

County:

Sponsor:

Harris County PARD

Fort Bend County PARD

_____, Texas _____

301 Jackson St. Ste719
Richmond, Texas 77469

Attn: _____

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 ____ day of _____, 200____.

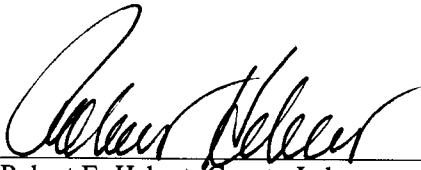
COUNTY OF HARRIS

By: _____
_____, County Judge


ATTEST:

_____, County Clerk

COUNTY OF FORT BEND

By: 
Robert E. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk