

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties understand, acknowledge and agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and incorporated herein by reference and made a part of this Agreement.
2. **The Monument**. The Monument, a multi-phased project consisting of nine (9) vertical 35 ft. high pre-cast concrete pillars adorned with Adinkra symbols and strategically aligned with each pillar member in a manner that allows natural sunlight to move in and through the Monument as the sun rises and sets, representing the historical and philosophical significance of the diaspora of African American culture and heritage. Phase One (1) consists of the Monument; the Adinkra Arrival Garden & Parking Lot; Dedication Plaza and Outdoor Classroom; Juneteenth Plaza; Convict Labor and Leasing Memorial; Axis to the Historical Newman Chapel Cemetery; Plantings; partial Landscaping; and Connecting Trails and Sidewalks. Phase Two (2) will consist of Axes to the future Freedom Pond and Lynching Monument; the Historical Oak Hill Cemetery; Plantings; remaining Landscaping; Connecting Trails and Sidewalks; and Future Learning Center.
3. **The Conservancy Obligations and Responsibilities**. Subject to the provisions of this Agreement, the Conservancy, its officials, employees, agents, representatives, and contractors, as further provided in Section 5 hereof, shall:
 - Provide day-to-day operations, management, and maintenance of the Monument;
 - Such operations, management, and maintenance shall be described in the “Operations and Standards of Care Manual” between the County and Conservancy, as fully set forth below;
 - The Operations and Standards of Care Manual shall be subject to the written approval of the Director of Fort Bend County Parks and Recreation Department (“Parks Director”) and the board of the Conservancy;
 - The Operations and Standards of Care Manual shall establish the standard of care of the Monument, including ensuring that the Monument shall be maintained in safe, sanitary, and high-quality condition and in compliance with the Americans with Disabilities Act, Chapter 469 of the Texas Government Code, and other relevant state and federal statutes and regulations;
 - The Operations and Standards of Care Manual shall describe the necessary rules, regulations, and obligations relating to developing and implementing recreational and educational programming; coordinating volunteer and stewardship programs; developing sufficient funds through grants and in-kind and philanthropic support; and monitoring and reporting on Monument visits, maintenance, and related matters; and
 - Maintain liability insurance.

4. **County Responsibilities.** County shall:

- Retain ownership of the land and infrastructure;
- It is expressly understood that the County is not granting the Conservancy a lease, franchise, easement, or other interest in the land comprising the Monument or Park, notwithstanding any contrary inference contained herein or elsewhere;
- Provide agreed-upon baseline funding or in-kind support of the Monument until such time that the Conservancy assumes full day-to-day operations, management, and maintenance obligations and responsibilities;
- Ensure regulatory compliance (zoning, environmental, public safety);
- Collaborate on long-term planning and capital improvements;
- Maintain liability insurance or clarify indemnity provisions; and
- Provide shared Monument operations and maintenance responsibilities until such time that Conservancy assumes full day-to-day operations and maintenance upon written approval and in accordance with this agreement.

5. **Assumption of Operations, Maintenance, and Management of the Monument.**

- Prior to Substantial Completion of Phase One of the Monument, County and Conservancy shall develop the “Operations and Standards of Care Manual” and such manual shall supplement and be incorporated into this Agreement for all purposes, as set forth fully herein. “Substantial Completion” includes all phases of construction of Phase One of the Monument, up to and including the Final Inspection;
- The Operations and Standards of Care Manual shall be developed as administrative policy upon approval by the Fort Bend County Commissioners Court;
- Upon Substantial Completion of the construction of Phase One of the Monument, the Conservancy shall, upon receipt of thirty (30) days written notice from County, assume the responsibilities set forth in Section 3 hereof and shall operate, maintain, and manage the Monument consistent with the Operations and Standards of Care Manual; and
- County and Conservancy hereby agree that the assumption of these responsibilities must occur within twenty-four (24) months of the Substantial Completion of the construction of Phase One of the Monument.

6. **Governance and Coordination.** County shall appoint one (1) Member to the Advisory Board of the Conservancy.

7. **Public Engagement and Access.**

- Ensure the Monument and BATES ALLEN PARK remains open and accessible to the Public.
- Collaborate on signage, branding, and communications.

8. **Term.** This Agreement commences upon the date of execution by County (“Effective Date”) and terminate on the ten (10) year anniversary of the Effective Date, unless terminated earlier by either party as provide in the termination section of this Agreement. Thereafter, the Parties may agree, in writing, to extend the Term of the Agreement, as permitted by applicable law.

9. **Termination.**

- If, at any time during the term of this Agreement, the Conservancy (i) fails to perform the duties and responsibilities delegated to the Conservancy pursuant to Section 3 for a period of sixty (60) continuous days, or (ii) defaults under any other provision of this Agreement, the County will provide the Conservancy written notice of such default, specifying in detail the nature of the default. The Conservancy will have thirty (30) days after receipt of the written notice to commence cure of the default. In the event the Conservancy fails to commence cure of the default with the thirty (30) day period, or to thereafter reasonably prosecute the cure to completion, the County may terminate this Agreement upon ten (10) days written notice to the Conservancy upon an uncured event of default under this Section.
- If the Conservancy does not provide notice or provides notice that is consistent with Section 5, the County shall consider this an automatic termination of the Agreement.
- This Agreement may be terminated at any time during its term, for any reason, by either Party by giving one hundred twenty (120) days written notice of its intent to terminate to the other Party.

10. **Contact Person and Notice.** Each party shall identify contact person(s) for purposes of implementing the terms of this Agreement. All notices and communication under this Agreement shall be in writing and must be delivered by hand, facsimile, or United States registered or certified mail, return receipt requested or delivered by any national overnight express delivery service, to the following addresses:

County: Fort Bend County Precinct 4
Attn: Commissioner
1517 Eugene Heimann Circle
Richmond, Texas 77469

AND

Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

The Conservancy: African American Memorial Conservancy
Attn: Executive Director
P.O. Box 763
Sugar Land, Texas 77478

The Parties may change their respective addresses and each may specify as its address any other address by providing at least fifteen (15) days written notice to the other Party.

11. **Compliance with Laws and Regulations.** The Parties shall observe and comply with all applicable federal, state, local, tribal, and territorial laws, rules, ordinances, and regulations in any manner affecting the performance of any obligations undertaken by this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle County and The Conservancy to terminate this Agreement immediately upon delivery of written notice of termination.
12. **Non-appropriation.** It is specifically understood and agreed that County has not allocated any funds for any services to be provided or obligations to be met pursuant to this Agreement and has no obligation to make any payments hereunder. Any Party paying for the performance of governmental functions, services, or obligations under this Agreement must make those payments from current revenues available to the paying Party. In the event funds are needed to carry out any purpose of this Agreement, and County has not appropriated or allocated such funds to carry out the purpose of this agreement, the sole remedy of County is to terminate this Agreement.
13. **Governing Law and Venue.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
14. **Relationship of the Parties.** This Agreement is not intended to and shall not create a partnership, joint venture or joint enterprise among the Parties. It is understood and agreed by the Parties that the personnel of one Party shall not be considered employees, agents, partners, joint ventures, or servants of any other Party to this Agreement. The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this Agreement shall control the direction, details and managements of such work.
15. **No Third Party Beneficiaries.** The Parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

16. **Invalid Provision.** If any of the provisions contained in this Agreement are deemed invalid, such invalidity will not affect the other provisions and the Agreement will be construed as if the invalid provision had never been contained in this Agreement.
17. **No Assumption of Liability.** No Party assumes the liability for the actions of employees of any other Party. This Agreement is not intended to create any cause of action for the benefit of third parties.
18. **Immunity as a Defense.** No signatory hereto or participating agency has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement.
19. **Audit and Inspection of Records.** The Conservancy shall permit the authorized representatives of County to inspect and audit all data and records relating to this Agreement. Each Party shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. In the event any record is needed to support any dispute or legal action, such records shall be maintained for a period of not less than three (3) years following the settlement of any such dispute or legal action.
20. **Confidential Information.** The Conservancy expressly acknowledges that Fort Bend County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, Fort Bend County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Fort Bend County by The Conservancy shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
21. **Assignment.** Any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties shall be void and of no effect.
22. **Entire Agreement.** The entire understanding and agreement of the Parties is contained herein and no change in or modification, amendment or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by all Parties.
23. **Understanding, Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be

construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

24. **Execution.** This Agreement may be executed in multiple counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

25. **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 to have the same force and effect as the use of manual signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Agreement. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

**AFRICAN AMERICAN MEMORIAL
CONSERVANCY**

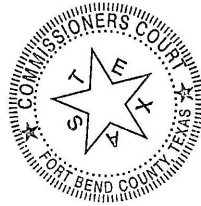
KP George
KP George, County Judge

Vanessa Reed
Authorized Agent – Signature

September 25, 2025
Date

Vanessa Reed
Authorized Agent- Printed Name

ATTEST:



Laura Richard
Laura Richard, County Clerk

Executive Director
Title

9/3/2025
Date

APPROVED:

Dexter L. McCoy
Dexter L. McCoy, Commissioner
Fort Bend County Precinct 4

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