

## AGREEMENT BETWEEN HARRIS COUNTY AND KATY PREMIER FC

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This Agreement is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas, hereinafter sometimes referred to as the "County," by and through its Harris County Commissioner Precinct 4 and Katy Premier FC, a Texas nonprofit corporation, hereinafter sometimes referred to as "Concessionaire."

### *Recitals*

Concessionaire desires to assist the County in providing recreational facilities for the general public of Harris County, to promote sports activity, to develop within the general public the spirit of good sportsmanship and cooperation, and to provide a means to actively and recreationally occupy their time and leisure; and

Concessionaire has requested the County's permission to use and enhance a specific space within George Bush Park, located at 17245 Westheimer Pkwy, Houston, TX 77082, for youth soccer league activities, a County park, hereinafter sometimes referred to as the "Park" for the purposes described above; and

The County is willing to allow Concessionaire to use and to make improvements to a certain portion of the Park for the purposes set forth above; and

Concessionaire is willing to supervise and manage 16 soccer fields and the appurtenances thereto;

Now, therefore, in consideration of the mutual covenants, agreements, and benefits to both parties, it is agreed as follows:

### *Terms*

#### **1) TERM**

Subject to the provisions of this Agreement, the County authorizes Concessionaire to use and to make improvements to those certain soccer fields identified as "George Bush – South Soccer Complex" as generally described or illustrated in Exhibit A attached hereto and made a part hereof, being herein collectively referred to as the "fields," for a term of one year, beginning upon execution of the Agreement by all the parties. This agreement may be renewed by the County for up to four additional one-year terms.

**2) CONSIDERATION**

As consideration for the use of the fields, Concessionaire will pay to the County, without demand, on or before the date of execution of this Agreement by Concessionaire and thereafter every year before each anniversary of the first day of the execution of this Agreement, during its term, the sum of \$2,050.00 at the office of the Harris County Treasurer.

**3) FIELDS NAME**

The fields are to be designated by numbers assigned to the fields by County. Concessionaire shall have no authority to rename the fields absent written agreement by the County.

**4) GAMES, TOURNAMENTS, PRACTICE, EVENTS**

- A) Games and practices to begin after 8am. All participants must exit the park by the posted closing time unless Concessionaire has received written authorization from County to operate past the posted closing time.
- B) The use of fields is for Concessionaire registered teams only. The list of Concessionaire registered teams due to the County at start of each season.
- C) Practice and season schedule due to the County a minimum of 30-days in advance. The schedule for tournaments, that do not alter park hours and/or operations, are due to the County no later than 30-days in advance, unless Concessionaire has received written authorization from County to submit within a shorter timeframe.
- D) Schedule for tournaments requesting changes to park hours and/or park operations are due to the County no later than 90-days in advance.
- E) Concessionaire shall not sublet the fields/County property absent written agreement by the County. All other entities desiring usage of the fields must schedule use through the County's online reservation system.
- F) Concessionaire and event attendees shall comply with all park rules, regulations, and federal, state, county and city laws and ordinances.
- G) Concessionaire shall enforce good sportsmanship and not permit any behavior likely to bring discredit or humiliation upon anyone.
- H) Security presence may be required at the discretion of the County based on the size of game, tournament, and event attendance. Cost for security officers is the responsibility of the Concessionaire. Such plans must be approved by the County in writing.

- I) The County reserves the right to use the fields or rent the fields to third parties when not in use by concessionaire for practice, games, or tournaments. The County reserves the right to always access the fields for any reason.
- J) Concessionaire is not permitted to lock any fields. The County shall retain control of access to the fields and monitor open play. The public shall be permitted free access to and use of the fields when the fields are not in use by Concessionaire or otherwise reserved for use by the County.

## **5) FIXTURES AND IMPROVEMENTS**

All fixtures and improvements, and the alterations and additions thereto, made and/or installed in or upon the fields by Concessionaire, including, but not limited to, the playing areas, the appurtenances thereto, concession building, electronic scoreboards, stands, sidewalks, shrubberies, floodlighting facilities, and all other fixtures and improvements (similar or dissimilar), will immediately become the property of the County when installed and/or constructed upon the fields. Movable property, such as maintenance equipment, concession appliances, and portable field equipment not permanently attached, are not to become the property of the County, but are to remain the property of Concessionaire. Upon termination of the term of this Agreement, any such movable property not removed by Concessionaire prior to the date of termination becomes the property of the County.

## **6) ARCHITECTURAL/ENGINEERING SERVICES**

Concessionaire will furnish architectural and/or engineering services, including complete detailed architectural and engineering designs and specifications for all improvements to be made to the fields, and the architectural and engineering designs and specifications will be submitted to, and approved by, the Commissioners Court of Harris County, Texas, prior to the commencement of construction of improvements by Concessionaire.

## **7) MAINTENANCE**

- A) Concessionaire will maintain the fields in good repair. Concessionaire will keep the fields and that portion of the Park lying and being within 25 feet of the fields in a neat, clean, and respectable condition. Concessionaire will pick up and haul away the trash on a regular basis and will mow the grass before it attains a height of six (6) inches. County agrees to remedy damage to the fields caused by any parties other than Concessionaire or those individuals or entities controlled by Concessionaire.
- B) No improvements or remodeling of the fields shall be made by Concessionaire without written agreement by the County.
- C) Maintenance shall include but not be limited to mowing, and weed trimming, turf maintenance, irrigation, herbicide, fertilizer and aeration treatment, infield maintenance including rake and drag, fencing including backstops, foul ball and outfield netting, bleachers, dugouts, signage, scoreboards, and electrical service.

- D) Concessionaire required to maintain litter control during and after games, practices, clinics, tournaments and other related activities. Litter control includes but is not limited to trash barrel upkeep and offsite disposal. All litter and debris must be removed and properly disposed a minimum of 12 hours after games, practices, clinics, tournaments and other related activities.
- E) Concessionaire required to maintain upkeep of restrooms within the concession area during and after games, practices, clinics, tournaments and other related activities.
- F) In the event the County determines that Concessionaire is not complying with the provisions of this article, the County may terminate the term of this Agreement upon ten days advance written notice to Concessionaire.

**8) ELECTRICAL**

County will provide and maintain in good repair adequate floodlighting and other necessary electrical outlets for the fields.

**9) UTILITY TIE-INS**

County will provide and maintain in good repair all utility tie-ins and service lines, restrooms, water, gas, and sewage facilities.

**10) LANDSCAPING**

Concessionaire will provide and maintain in good repair all sidewalks, landscaping, and beautification for the fields and that portion of the Park lying and being within 25 feet of the fields. County will provide and maintain in good repair all sidewalks, landscaping, and beautification for the Park areas located more than 25 feet from the fields.

**11) INSURANCE**

At all times during the term of this Agreement, Concessionaire will, at its expense, maintain a general liability insurance policy covering the fields and all activities incidental thereto with coverage in amounts of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for injuries or death to any one person, not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for injuries or death to more than one person in any one accident or occurrence, and not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for any single occurrence for injury to or destruction of property, or in the amounts of the County's maximum liability limitations under the Texas Tort Claims Act, as amended, whichever is greater. The policy will name the County as insured. The policy may name both Concessionaire and the County as insured, provided that the above policy limits are doubled. Concessionaire will deliver a copy of such policy to the Harris County Auditor within 15 days of the effective date of this Agreement. In the event Concessionaire fails to provide the County with copies of all

current insurance policies and renewals thereof, within 15 days of the expiration date of the policies and renewals thereof, the County may terminate this Agreement upon ten days advance written notice to Concessionaire.

## **12) INDEMNIFICATION**

CONCESSIONAIRE EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY, ITS OFFICERS AND EMPLOYEES, HARMLESS FROM AND AGAINST ALL CLAIMS, LAWSUITS, AND RELATED EXPENSES IN ANY MANNER ARISING OUT OF THE USE OF THE FIELDS AND ALL ACTIVITIES OF CONCESSIONAIRE, ITS OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES, AND VOLUNTEERS INCIDENT TO THIS AGREEMENT. CONCESSIONAIRE WILL INDEMNIFY AND PROTECT THE COUNTY, ITS OFFICERS AND EMPLOYEES, FROM THEIR CONCURRING NEGLIGENCE WHERE SAID NEGLIGENCE IS AN ALLEGED OR ACTUAL PROXIMATE CAUSE OF ANY ALLEGED HARM OR DAMAGE. THE INDEMNITY PROVISION PROVIDED HEREIN HAS NO APPLICATION TO ANY CLAIM OR DEMAND WHERE BODILY INJURY, DEATH, OR DAMAGE RESULTS FROM ONLY THE SOLE NEGLIGENCE OF THE COUNTY, ITS OFFICERS AND EMPLOYEES, UNMIXED WITH ANY FAULT OR NEGLIGENCE OF CONCESSIONAIRE OR ITS OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES, AND VOLUNTEERS. CONCESSIONAIRE, AT ITS EXPENSE, SHALL ASSUME, ON BEHALF OF THE COUNTY, ITS OFFICERS AND EMPLOYEES, AS THE CASE MAY BE, AND CONDUCT, WITH DUE DILIGENCE AND IN GOOD FAITH, THE DEFENSE THEREOF. THE DEFENSE SHALL BE BY COUNSEL ACCEPTABLE TO THE COUNTY, ITS OFFICERS AND EMPLOYEES, AS THE CASE MAY BE. THE COUNTY, ITS OFFICERS AND EMPLOYEES, AS THE CASE MAY BE, MAY, AT THE OPTION OF ANY ONE OF THEM, BE REPRESENTED BY LEGAL COUNSEL OF THEIR OWN SELECTION AND AT CONCESSIONAIRE'S SOLE EXPENSE.

IN THE EVENT OF CONCESSIONAIRE'S FAILURE TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION, THE COUNTY, ITS OFFICERS AND EMPLOYEES, AS THE CASE MAY BE, MAY, AT THE OPTION OF ANY ONE OF THEM, AND WITHOUT RELIEVING CONCESSIONAIRE OF ITS OBLIGATIONS HEREUNDER, PERFORM, BUT ALL COSTS AND EXPENSES, TOGETHER WITH INTEREST THEREON, INCURRED BY THE COUNTY, ITS OFFICERS AND EMPLOYEES, IN THAT EVENT, SHALL BE IMMEDIATELY REIMBURSED BY CONCESSIONAIRE TO THE COUNTY, ITS OFFICERS AND EMPLOYEES, AS THE CASE MAY BE. INTEREST, AT THE MAXIMUM LEGAL RATE PERMITTED TO BE PAID ON JUDGMENTS BY THE LAWS OF THE STATE OF TEXAS, ACCRUES ON THE AMOUNT SO EXPENDED BY THE COUNTY, ITS OFFICERS AND EMPLOYEES, AS THE CASE MAY BE, UNTIL REIMBURSED BY CONCESSIONAIRE.

**13) SUPERVISION AND FEES**

- A) The fields will be primarily used under the supervision and guidance of Concessionaire for the general public. No fee of any kind will be charged by Concessionaire for use of the fields or for participation in any activity carried out thereon, except as permitted under the published written policies of the County.
- B) Notwithstanding any such fee, no person will ever be denied the use of the fields because of inability to pay any fee or expense of any kind or character which may be established for the use of the fields or participation in activities carried out by Concessionaire on the fields. Concessionaire may assume that all persons have the ability to pay such fees, unless any such person furnishes a duly executed, sworn affidavit of inability to pay the fees. In the event such affidavit is presented to Concessionaire, the burden of proving that such person does have the ability to pay the fees is on Concessionaire.
- C) Concessionaire will not discriminate against any person because of race, color, religion, sex, or national origin.

**14) POLICIES AND PROCEDURES**

Concessionaire's rights hereunder are subject to all County park rules, regulations, policies, and procedures. In exercising the rights and performing the obligations required of it under the terms of this Agreement, Concessionaire will comply with all applicable federal, state, county, and municipal ordinances, laws, rules, regulations, policies, and procedures, including, but not limited to, the Rules and Regulations for County Parks in Harris County, Texas, adopted by the Commissioners Court of Harris County, Texas. Concessionaire will pay all applicable local, state, and federal taxes incident to the use of the fields before they become delinquent. This includes any ad valorem taxes that may be assessed against the land upon which the fields are located if it loses its tax-exempt status as a result of this Agreement.

**15) HOURS**

The County will establish the times when the fields may be used by Concessionaire for its activities, and the County may post signs, stating the hours, at the entrances to the Park. Concessionaire will make the fields available to all other persons at all times that Concessionaire either is not authorized to use the same or does not have scheduled activities on the fields.

**16) CONDUCT**

Concessionaire will not permit on the fields any disorderly conduct or practice in violation of any federal, state, or municipal laws, rules, regulations, or ordinances, or of a sort likely to bring discredit upon the County or its governing body. Concessionaire will treat the public with courtesy and respect.

**17) FOOD, BEVERAGE, MERCHANDISE, AND OTHER SALES**

- A) Concessionaire will not sell or permit to be consumed or kept on the fields any beer, wine, or other alcoholic beverage, without the prior written approval of the Commissioner.
- B) Sale of food, merchandise, and services require prior written consent from the County. Food and beverage sales menu due to the County for approval a minimum of 90-days in advance. Third party sales of merchandise, food and beverage must be requested to the County for approval a minimum of 90-days in advance.
- C) Concessionaire is responsible for compliance with all permitting requirements, including health permits.
- D) Food and beverage stands must be cleaned, maintained and free of potential health hazards.
- E) The County reserves the right to inspect food and beverage concession stands at any time.
- F) Third-party (i.e., non-concessionaire) sales of merchandise, services, food, and beverage in the concession area require permission of the County and must be requested 90 days in advance of the proposed third-party sales activity. Permission for a third-party vendor does not relieve Concessionaire of the responsibilities described in this Agreement.

**18) SIGNS**

Concessionaire will not construct or place any signs on the fields without the prior written consent of the commissioner of the County precinct in which the Park is located. Without limiting the above, political signs, commercial signs, and signs stating in any manner that the fields are private property are expressly prohibited.

**19) UTILITIES**

The County will provide utilities at the fields, provided, however, if and in the event the County fails to do so, Concessionaire's sole and exclusive remedy is to terminate this Agreement, and the County has no liability for failure to do so. Concessionaire will exercise the same degree of care and economy in the use of the utilities as would be prudently exercised by a person paying for the utilities.

**20) IMPROVEMENTS**

- A) Concessionaire shall not improve or place any improvements upon, change, or alter the Property in any way without the prior written consent of the County Commissioner of the precinct in which the Park is located ("Commissioner") or

his/her designee. All requests to change, alter, or improve the Property shall be made in writing and shall include such drawings, detailed architectural and engineering designs and specifications as the Commissioner may, in his discretion, require.

- B) All improvements made to the fields will be of first-class material and labor. Prior to the commencement of any construction work on the fields, Concessionaire will furnish to the County (1) a payment bond, if the construction work involves a cost in excess of \$25,000.00, and (2) a performance bond, if the construction work involves a cost in excess of \$100,000.00. The bonds shall be in the amounts and conform to the requirements of Tex. Gov't Code § 2253.021, as amended, for public works contracts.

## **21) REPAIR AND RENEWALS**

Concessionaire will make all repairs and renewals necessary or advisable to keep the fields and that portion of the Park lying and being within 25 feet of the fields in good repair and condition. County will be responsible for repairs and renewals of any improvements to the fields. In addition, County will make all repairs and renewals necessary or advisable to keep the Park areas located more than 25 feet from the fields, and all improvements thereon, in good repair and condition.

## **22) NOTICE & TERMINATION**

- A) The name of the current President [Head of Katy Premier FC] of Concessionaire is Alex Parra. In the event the person named ceases to hold the office of President [Head of Katy Premier FC] during the term of this Agreement, then and in that event, Concessionaire will give written notice to the County of each subsequent change in the office.
- B) Either party, with or without cause, may terminate the term of this Agreement by giving written notice to that effect to the other party at least 30 days prior to the date of termination. Such notice may be given by the County to Concessionaire by registered or certified U.S. Mail, return receipt requested, postage prepaid, addressed to 24007 Whitefield Ln, Katy, TX 77493, and such notice will be considered given and completed upon deposit of notice in the U.S. Mail as aforesaid. Such notice may be given by Concessionaire to the County by registered or certified U.S. Mail, return receipt requested, postage prepaid, addressed to Harris County, Attention: County Judge, Harris County Administration Building, 1001 Preston, 9th Floor, Houston, Texas 77002, and such notice will be considered given and completed upon deposit of notice in the U.S. Mail as aforesaid.

- C) Either party may, from time-to-time and at any time, change its respective address and specify as its address any other address in the State of Texas by giving at least 15 days written notice of such change to the other party.

**23) ENTIRE AGREEMENT; MODIFICATIONS**

Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

**24) AUDIT RIGHTS**

Concessionaire shall keep and maintain proper financial books and records of all receipts and disbursements according to generally accepted accounting methods. All financial records shall be kept at all times within Harris County. Concessionaire's financial books and records, including but not limited to tax returns, shall be made available to the County for inspection, copying, and auditing at any time upon request of the County.

**25) EXECUTION, MULTIPLE COUNTERPARTS**

This Agreement may be executed in several 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.

**[execution page follows]**

KATY PREMIER FC

By *Alex Parra*  
Name: Alex Parra  
Title: President  
Date: June 15, 2025

HARRIS COUNTY

By: \_\_\_\_\_  
Lina Hidalgo  
Harris County Judge

APPROVED AS TO FORM:

Christian D. Menefee  
Harris County Attorney

By: *Robert de los Reyes*  
Robert de los Reyes  
Assistant County Attorney  
C.A. File 25GEN1376

## ORDER OF COMMISSIONERS COURT

### Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, 20\_\_\_\_ with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

### ORDER AUTHORIZING EXECUTION OF THE AGREEMENT BETWEEN HARRIS COUNTY AND KATY PREMIER FC

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED** that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, the Agreement with Katy Premier FC in connection with George Bush Park. The Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

# EXHIBIT A

## GEORGE BUSH PARK and HIKE & BIKE TRAIL

<b>GEORGE BUSH PARK and HIKE &amp; BIKE TRAIL</b>	
15735 Westheimer Parkway	7,860 Acres
Hours of Operation: 7a.m. - 10 p.m.	11.38 Miles of Trails
Phone Number: 281-533-8100	
<b>MILLIE BUSH DOG PARK</b>	
15101 Westheimer Parkway	8.98 Acres
Hours of Operation: 7a.m. - Dusk	2.04 Miles of Trails
Phone Number: 281-533-1592	

PARK & TRAIL FEATURES	
	Drinking Fountain
	Picnic Tables
	Pavilion (P1, P2, P3)
	Shade Canopy
	Dog Wash
	Playground
	Restroom / Multi-Use
	Restroom / Concession
	Bridge / Boardwalk
	Pond / Water Area
	Dam
	Hike & Bike Trail
	Dog Park Trail
	Parking Area
	County Annex Bldg.

  

<b>GEORGE BUSH HIKE &amp; BIKE</b>	
Trail Lengths:	
Highland Knolls to T-103 Bridge	1.34 Mi
T-103 Bridge to FFF Soccer	0.32 Mi
T-103 Bridge to Buffalo Bayou Bridge	1.17 Mi
Buffalo Bayou Bridge to Equestrian Parking	0.96 Mi
Equestrian Parking to Sport Park	3.46 Mi
Sport Park to Terry Hershey Trail	3.14 Mi
Noble Rd. to Buffalo Bayou	0.97 Mi

  

<b>MILLIE BUSH DOG PARK</b>	
Trail Lengths:	
Large Dog Trail	0.43 Mi
Small Dog Trail	0.04 Mi
Outside Park Trail	0.55 Mi
Total Trail Miles	1.02 Mi

