

JOINT PARTICIPATION AGREEMENT

This Agreement is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Commissioner Precinct Three (the "Precinct"), Houston Parks Board LGC, Inc. ("HPBLGC"), a nonprofit local government corporation, organized existing under the laws of the State of Texas, acting by and through its manager, The Houston Parks Board ("HPB"), a local 501(c)(3) non-profit corporation organized under the laws of the state of Texas. The County and HPBLGC are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

The Parties wish to design an approximately 3.5-mile-long, shared-use path connecting Cypress Creek Greenway (at Cypress Creek Park at Timberlane) to Spring Creek Greenway (near Pundt Park) and to acquire the necessary rights-of-way and recreational easements necessary to effect the design (the "Project"), as generally illustrated on Exhibit A attached hereto and incorporated herein by reference.

The County and HPBLGC desire to contribute funding towards the Project in accordance with this Agreement.

Harris County Commissioners Court finds that the Project serves a public purpose.

NOW THEREFORE, the Parties desire to cooperate in accordance with the terms of this Agreement to accomplish the Project.

TERMS

Section 1. Responsibilities of the Parties

A. HPBLGC's Responsibilities

- (i) HPBLGC will provide or cause to be provided, land acquisition, and engineering services and related support services necessary to prepare plans, specifications, and estimates ("PS&E") for the bid-ready design documentation of the Project.
- (ii) HPBLGC will provide monthly progress updates to the designated Precinct representative and invite the Precinct to design team progress meetings as needed.
- (iii) Upon completion of the PS&E the HPBGLC will submit the PS&E to the County for review and approval.
- (iv) HPBLGC shall be responsible for obtaining all necessary permits and jurisdictional approvals for a bid-ready Project.

- (v) HPBLGC will provide invoicing to the County for their cost share for the Project in accordance with Section 2 of this Agreement.
- (vi) HPBLGC will acquire such rights-of-way and recreational easements necessary to effect the design plan and convey or cause to be conveyed to the County each such right-of-way or recreational easement within 90 days of acquisition.

B. County's Responsibilities

- (i) County, through the designated Precinct representative, will provide feedback on the Project design by responding to Project updates and attending meetings as necessary.
- (ii) County will review the PS&E provided by HPBLGC and provide its approval within ten (10) business days. Should the County desire to make changes to such PS&E, the Parties agree to meet and resolve all issues within ten (10) business days of the County's receipt of the PS&E in order to finalize an agreed upon PS&E for the Project. If the County does not provide a response on the PS&E within ten (10) business days from its receipt of the PS&E, then the PS&E submitted to the County will be deemed approved.
- (iii) County will accept conveyance of all rights-of-way or recreational easements acquired by HPBLGC in connection with the approved Project design.

Section 2. Funding

The projected Project budget is attached hereto as Exhibit B and is incorporated herein by reference. Notwithstanding any provision in this Agreement to the contrary, the following provisions will apply to all payments made under this Agreement:

- A. The County agrees to provide an amount not to exceed Six Hundred Sixty-Five Thousand and 00/100 Dollars (\$665,000.00) of the design cost ("County Funding Share") necessary for the bid-ready design documentation of the Project. This amount includes a 10% project management fee for HPBLGC. Within 30 days of receipt of invoice from HPBLGC, the County agrees to provide Five Hundred Fifteen Thousand and 00/100 Dollars (\$515,000). The remainder will be paid upon invoicing for the execution of each easement needed for the project up to a total not to exceed the County Funding Share.
- B. HPBLGC agrees to provide Six Hundred Sixty-Five Thousand and 00/100 Dollars (\$665,000.00) of the design cost necessary for the bid-ready design documentation of the Project.

- C. Parties agree that any costs incurred during the design of the project or other work to be performed under this Agreement in excess of the design contract award amount shall be funded by HPBLGC.

Section 3. Term and Termination

This Agreement shall commence upon final execution by all the Parties and shall remain in full force and effect until the completion of construction of the Project or HPBLGC's receipt of payment from County of all funds due and owing under the terms of this Agreement, whichever is later, unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be terminated by the County at any time, by providing thirty (30) days' written notice to the Parties.

Section 4. Liability of the Parties

To the extent allowed by law, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

Section 5. Miscellaneous

- A. Non-Assignability. The Parties bind themselves and their successors, executors, administrators, and assigns to the other Parties of this Agreement and to the successors, executors, administrators, and assigns of such other Parties, in respect to all covenants of this Agreement. No Party shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Parties, which will not be unreasonably withheld.
- B. Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been personally delivered to the address below, deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Parties at the following addresses:

HPBLGC:	Houston Parks Board LGC, Inc. 300 N. Post Oak Lane Houston, Texas 77024 Attn: Justin Schultz Phone: 512-236-1236 Email: justinschultz@houstonparksboard.org
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County: Harris County Commissioner Precinct 3
4603 Spring Cypress Road
Spring, TX 77388
Attention: Kimberly Montgomery
Email: Kimberly.Montgomery@pct3.hctx.net

Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of HPBLGC for any purpose. Neither the HPBLGC, nor its employees, officers, or agents shall be considered to be employees, agents, partners, or representatives of the County for any purposes. No Party has the authority to bind any other Party.
- D. No Third-Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than HPBLGC for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.
- E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or the performance by any Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.
- F. No Personal Liability; No Waiver of Immunity.
 - (1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer,

director, employee, or agent of the County.

- (2) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
 - (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
- G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- H. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- I. Contract Construction.
- (1) This Agreement shall not be construed against or in favor of any Party hereto upon the fact that the Party did or did not author this Agreement.
 - (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
 - (3) When terms are used in the singular or plural, the meaning shall apply to both.
 - (4) When either the male or female gender is used, the meaning shall apply to both.
- J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- K. Entire Agreement; Modifications. This Agreement contains the entire agreement among the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.
- L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision

or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

- M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- O. Warranty. By execution of this Agreement, the County warrants that the duties accorded to the County in this Agreement are within the powers and authority of the County.

HARRIS COUNTY

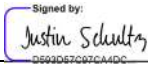
By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

Abbie Kamin
County Attorney

Robert de los Reyes
By: _____
Robert de los Reyes
Assistant County Attorney
CA File No. 26GEN1782

HOUSTON PARKS BOARD LGC, INC.
by THE HOUSTON PARKS BOARD

By:  _____
Justin Schultz
President & CEO, The Houston Parks
Board, acting as Manager

ATTEST

By:  _____
Secretary, Board of Directors

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on _____, with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT
BETWEEN HARRIS COUNTY AND HOUSTON PARKS BOARD LGC, INC.**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

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:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Agreement between Harris County and Houston Parks Board LGC, Inc. for the design of a shared-use path in Harris County Precinct 3.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

EXHIBIT A - PROPOSED TRAIL ALIGNMENT

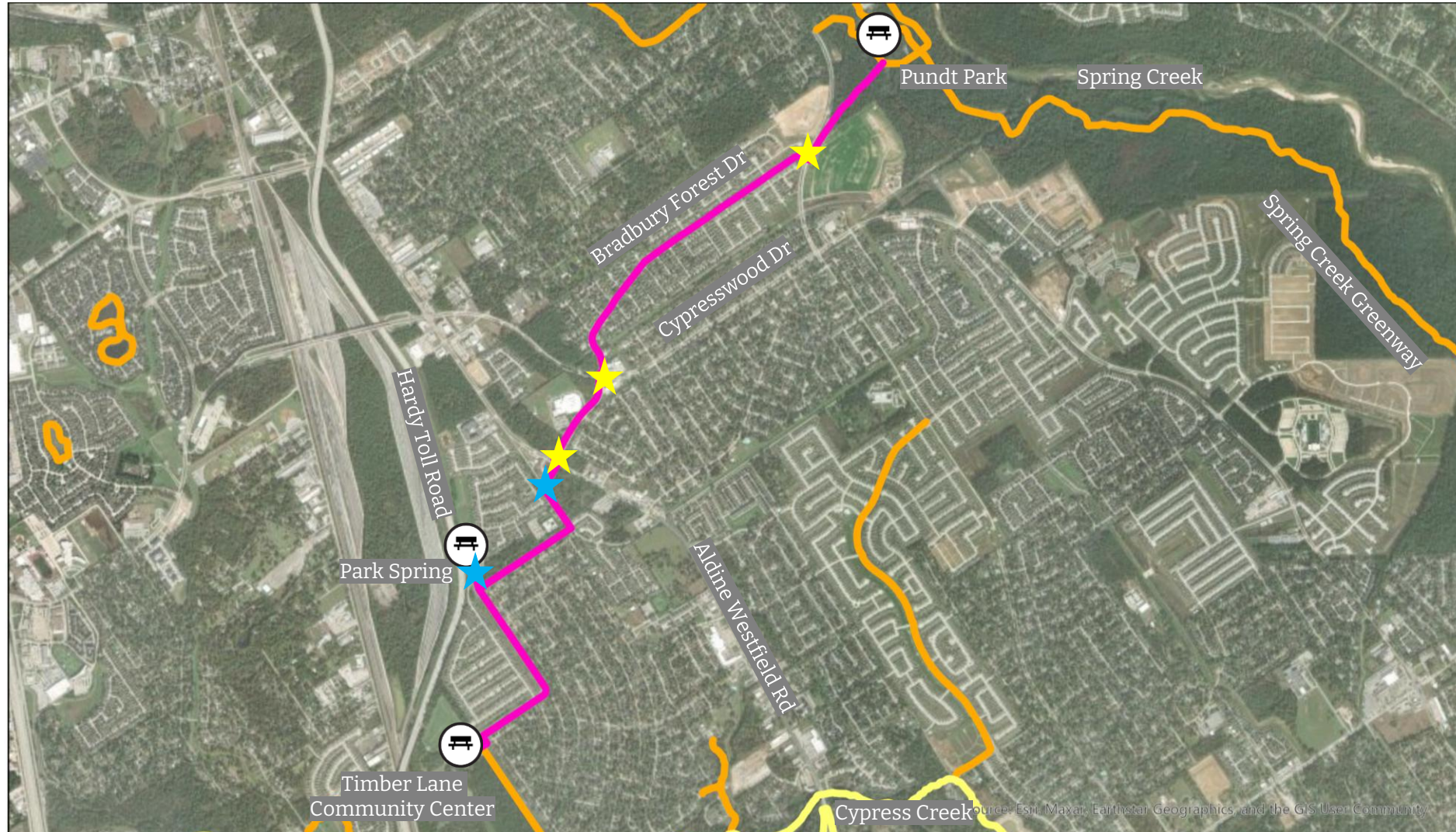


EXHIBIT B - Cost Breakdown	
Precinct 3: Cypress Spring Mobility Improvements	
Harris County Precinct 3	
Houston Parks Board (External Party)	
6/26/2026	
Description	Estimated Cost (Estimate Used in Agreement)
Harris County Precinct 3	\$665,000.00
Houston Parks Board - will cover overages	\$665,000.00
Total Project Cost Estimate	\$1,330,000.00