

LOCAL GOVERNMENT CODE CHAPTER 381 - AGREEMENT BETWEEN HARRIS COUNTY AND GULFTON MANAGEMENT DISTRICT BOARD

This Agreement (the "Agreement") is entered into by and between **Harris County** ("County"), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Commissioner Precinct Four ("Precinct"), and **Gulfton Management District Board** ("Recipient"). The County and the Recipient are referred herein collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, pursuant to Tex. Loc. Gov't Code Ann. § 381.004, as amended, the Commissioners Court of the County desires to award a certain sum to Recipient in exchange for the development and implementation of a small plaza ("Placita") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; (v) to support comprehensive literacy programs for the benefit of County residents; and (vi) for the encouragement, promotion, improvement, and application of the arts;

WHEREAS, the Placita will be utilized for a regularly occurring event in the Gulfton neighborhood which will include a pop-up shade, benches, and art ("Event") to promote community cohesion and economic development; and

WHEREAS, the County finds that the Event will support local economic development and the Event will encourage and promote the arts.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree to the following terms and conditions:

TERMS

PURPOSE: The purpose of the Event is to support community cohesion, local economic development, and the arts.

1. RESPONSIBILITIES OF THE PRECINCT:

- (a) The Precinct will provide Twenty-Two Thousand Seven Hundred Twenty-Seven and 00/100 Dollars (\$22,727.00) for the development and implementation of the Placita.
- (b) The Precinct will jointly publicize the Event with the Recipient using appropriate means, including social media and printed flyers.
- (c) The Precinct will comply with all applicable federal and state laws, ordinances, rules, and regulations.

2. RESPONSIBILITIES OF THE RECIPIENT:

- (a) The Recipient will procure a builder and materials for the Placita.
- (b) The Recipient will be responsible for acquiring all necessary permits and approvals, including property owner permissions, for the Placita and the Event.
- (c) The Recipient will develop branding for the Event. The Recipient will jointly publicize the Event with the Precinct using appropriate means. Prior to disseminating materials to the public, the Recipient will provide the proposed materials to Precinct for review and written approval.
- (d) The Recipient will permit Precinct to promote the Event as a co-sponsor. The Recipient will acknowledge Precinct's support in all print and digital promotions for program activities, including but not limited to social media and press releases.
- (e) The Recipient will store and maintain the Placita during periods of inactivity.
- (f) The Recipient will host the Event quarterly using the Placita.
- (g) The Recipient will provide equipment and staff support for programming and activities at the Event. All activities and programs for the Event shall be mutually agreed upon by the Parties in advance of the Event.
- (h) The Recipient will comply with all applicable federal and state laws, ordinances, rules, and regulations.

3. LIMITATION ON APPROPRIATION:

- (a) Upon completing the development and implementation of the Placita, the Recipient will invoice the County in the amount of Twenty-Two Thousand Seven Hundred Twenty-Seven and 00/100 Dollars (\$22,727.00). The Recipient understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum contribution that the Recipient may become entitled to for the Event under this Agreement, and the total maximum sum that the County shall become liable to pay to the Recipient under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Twenty-Two Thousand Seven Hundred Twenty-Seven and 00/100 Dollars (\$22,727.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.
- (b) The Recipient understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of the Harris County

Auditor to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

4. TERM AND TERMINATION:

- (a) This Agreement shall become effective on the date of execution by all Parties (the "Effective Date") and remain in full force and effect until September 30, 2026, unless earlier terminated by either Party.
- (b) This Agreement may be terminated by either Party with thirty (30) days' written notice to the other Party, or as otherwise provided under this Agreement.

5. INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR COMPLETION OF SERVICES IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF RECIPIENT, OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPERT WITNESS FEES, WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE RECIPIENT PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH RECIPIENT IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

6. INSURANCE REQUIREMENTS

- (a) The Recipient shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Recipient. These requirements do not establish limits of the Recipient's liability.
 - i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
 - ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
 - iii) The County reserves the right to require additional insurance as it deems it necessary.
- (b) Recipient shall maintain at a minimum:
 - i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, Two Million Dollars (\$2,000,000.00) Aggregate.

The County shall be named as an "additional insured" on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

- ii) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
- iii) Workers' Compensation (with Waiver of subrogation to the County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an "additional insured" on the automobile policy.
- v) Proof of insurance with proof of waiver of subrogation and County designated as an "additional insured" must be returned attached to the signed Agreement as Exhibit C, which is attached hereto and incorporated herein by reference.

7. TEXAS PUBLIC INFORMATION ACT

- (a) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). The Recipient expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of the Recipient.
- (b) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to the Recipient for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- (c) In the event the County receives a written request for information pursuant to the Act that affects the Recipient's rights, title to, or interest in any information or data or a part thereof, furnished under this Agreement, then the County will promptly notify the Recipient of such request. The Recipient may, at its own option and

expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. The Recipient is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. The Recipient is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- (d) Electronic Mail Addresses. The Recipient acknowledges any e-mail addresses it provides to the County, including any agency or department of the County, are subject to disclosure under the Texas Public Information Act without prior notification of, or permission from, the Recipient. This acknowledgement shall apply to e-mail addresses provided by the Recipient and agents acting on behalf of the Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise. This provision shall survive termination of this Agreement.

8. **NOTICES:** Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or 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 Recipient or Precinct at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Any notices under this Agreement may also be provided via email at the email addresses listed below as well as via DocuSign. Unless otherwise provided in this Agreement, all notices will be delivered to the following addresses:

Recipient: Gulfton Management District Board
9600 Long Point Road #200
Houston, Texas 77055
Attn: Andrea Duhon, Executive Director
Email: aduhon@haweshill.com

County: Harris County Precinct Four
1001 Preston Street, Suite 950
Houston, Texas 77002
Attn: Alice Lee, Chief of Staff
Email: alee@hcp4.net

Either Party may designate a different address by giving the other Party ten (10) days' written notice.

9. **NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY**

- (a) 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.

- (b) 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.
- (c) 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 under the Texas Constitution or the laws of the State of Texas.
- (d) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

10. ORAL REPRESENTATIONS: No oral representations of any officer, agent, or employee of the Recipient or the County shall affect or modify any obligations of either Party under this Agreement.

11. AUDIT RIGHTS

- (a) Audit Rights. The Recipient shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Recipient's cooperation shall include, but not be limited to access to the Records, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.
- (b) Record Retention. The Recipient agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all Records. The Recipient will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the Records.

12. MODIFICATION: The terms and conditions of this Agreement may be modified upon mutual written consent of the Parties at any time.

13. AMENDMENT: No amendment to this Agreement shall be valid unless it is reduced to writing and signed by the authorized representatives of the Parties.

14. CAPTIONS: The captions are solely for the convenience of the Parties and shall not be used in the construction of this Agreement.

15. **DISPUTE RESOLUTION:** The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this Agreement. However, nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.
16. **APPLICABLE LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue for any and all claims or actions arising out of or relating to this Agreement shall be the district courts of Harris County, Texas.
17. **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. The 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 the Recipient for any purpose. The Recipient, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.
18. **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 the Recipient 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 confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of County with respect to any third party.
19. **DISCRIMINATION:** Neither the Recipient nor the County shall discriminate on the basis of race, color, sex (including pregnancy), gender identity or expression, sexual orientation, religion, national origin, age, disability, veteran status, genetic information, or any other characteristic protected by applicable law in the performance of this Agreement.
20. **ASSIGNMENT; BINDING EFFECT:** Neither Party may assign any rights, duties, or obligations under this Agreement to an unaffiliated entity, in whole or in part, without the prior written consent of the other Party. This Agreement shall inure to the benefit of, and be binding upon, the Parties to this Agreement and their respective successors and permitted assigns.
21. **SEVERABILITY:** If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such

provision or part of the Agreement to other persons, entities, or circumstances are not affected.

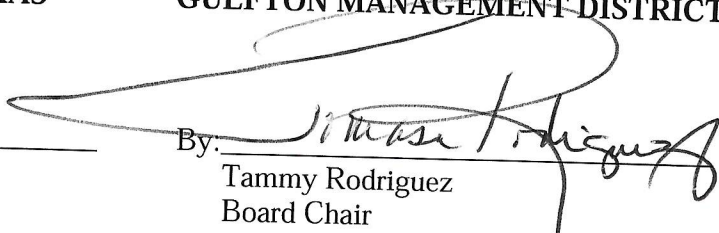
22. **WAIVER OF BREACH:** Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.
23. **SURVIVAL OF TERMS:** Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
24. **ENTIRE AGREEMENT:** This Agreement supersedes all previous contracts or agreements between the parties and constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by the parties hereto. Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.
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]

HARRIS COUNTY, TEXAS

GULFTON MANAGEMENT DISTRICT BOARD

By: _____
Lina Hidalgo
County Judge

By: 
Tammy Rodriguez
Board Chair

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
Harris County Attorney

By: Stanley Sun
Stanley Sun
Assistant County Attorney
CAO File Number: 25GEN0594

ORDER OF COMMISSIONERS COURT
Authorizing execution of an 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 _____, 2025, with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF A LOCAL GOVERNMENT CODE
CHAPTER 381 - AGREEMENT BETWEEN HARRIS COUNTY AND GULFTON
MANAGEMENT DISTRICT BOARD

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:

Vote of the Court	Yes	No	Abstain
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 adopted follows:

IT IS ORDERED that pursuant to Texas Local Government Code Ann. § 381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of Harris County the Agreement with Gulfton Management District Board to develop and implement a Placita for the Event, which will promote local economic development and create the encouragement, promotion, improvement, and application of the arts in Harris County, among other purposes under Local Government Code Chapter 381, for which Harris County will appropriate a maximum amount of Twenty-Two Thousand Seven Hundred Twenty-Seven and 00/100 Dollars (\$22,727.00). The Agreement is incorporated herein 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 purposes of this order.