

CLERK OF COMMISSIONERS COURT

**INTERLOCAL AGREEMENT
FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF
VETERANS MEMORIAL PARK**

C78379
2020-0246

This Interlocal Agreement for Development, Operation and Maintenance of Veterans Memorial Park (this "Agreement") is between the **CITY OF HOUSTON** (the "City"), a Texas home-rule municipal corporation situated in Harris, Fort Bend, and Montgomery Counties, and **HARRIS COUNTY** (the "County"), a body corporate and politic under the laws of the State of Texas. This Agreement is dated effective as of the countersignature date by the City Controller (the "Effective Date"). The City and the County are sometimes referred to in this Agreement individually as a "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the City owns Veterans Memorial Park, a park consisting of approximately 21.54 acres located in Harris County, Texas, having a street address of 1800 Tidwell, Houston, Texas 77093 (the "Park"); and

WHEREAS, the County requests permission to enter upon, develop, operate and maintain the Park;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the Parties, it is hereby agreed as follows:

Article I
Permission, Use, and Term

1.01 City Permission. The City hereby authorizes the County to enter upon the Park to develop, establish, provide, maintain, construct, and operate park or recreational facilities in the Park appropriate for the use and enjoyment of residents of the City while continuing to honor veterans.

1.02 Term. The term ("Term") of this Agreement is for a period of twenty (20) years commencing on the Effective Date of this Agreement.

1.03 No Interest in Land. It is expressly understood that the City is not granting the County a lease, franchise, easement, or other interest in the land comprising the Park, notwithstanding any contrary inference contained herein or elsewhere.

Article II
Use, Control, and Funding

2.01 Use of Park. The County agrees to develop, establish, provide, maintain, construct, and operate the Park or recreational facilities in the Park appropriate for the use and enjoyment of residents of the City and the County and to continue honoring veterans. In consideration of the County's use of the Park, the County will maintain the Park during the Term

of this Agreement in a safe condition and in compliance with the Americans with Disabilities Act and other relevant state and federal statutes and regulations.

2.02 Control of the Park. During the Term of this Agreement, the County will have exclusive control and supervision of the Park, and the Park will be developed, operated and maintained according to the County's park rules and regulations. No person will be denied the use of the Park because of race, creed, national origin, religion, color, or sex.

2.03 County Funding. The County will be responsible for and pay any and all costs and expenses associated with performance under this Agreement. The County, however, does not have any funds appropriated for the performance of this Agreement, but contemplates developing, operating and maintaining the Park in the manner in which the County develops, operates and maintains other County parks. Further, the County is not obligated to appropriate funds now, or in the future, for any development, construction, operations, or maintenance of the Park

2.04 City Funding. The City may, but shall not be obligated to, contribute funds and/or materials and supplies for the development, operation and maintenance of all or any portion of the Park from time to time during the Term of this Agreement.

Article III Default, Termination, and Improvements

3.01 Default. If, at any time during the Term of this Agreement, the County (a) fails to operate or maintain the Park for public park and recreational purposes for a period of ninety (90) continuous days, or (b) defaults under any other provision of this Agreement, the City will provide the County written notice of such default, specifying in detail the nature of the default. The County will have sixty (60) days after receipt of the written notice to commence cure of the default. In the event the County fails to commence cure of the default within the sixty (60) day period, or to thereafter reasonably prosecute the cure to completion, the sole and exclusive remedy of the City is to terminate this Agreement.

3.02 Termination. This Agreement may be terminated (a) upon thirty (30) days' prior written notice of termination by either Party to the other, without cause, or (b) upon ten (10) days' prior written notice by the City to the County for an uncured event of default under Section 3.01.

3.03 Improvements. The Parties acknowledge that construction of additional capital improvements to the Park may be desired from time to time. The County shall have the right, but not the obligation, to develop, design and construct capital improvements in the Park, subject to the written approval of the Director. For any capital improvements developed, designed and constructed by the County pursuant to this Section (each, an "Improvement"), the County shall submit copies of the schematic plans to the Director (or the Director's designated representative) for the Director's review and approval solely to confirm that the Improvement, as so planned, conforms to the intended use of the park for public use and as a memorial to veterans. The County will construct all Improvements in compliance with standards required pursuant to the Americans with Disabilities Act; the Texas Architectural Barriers Act, Chapter 469 of the Texas Government Code; the Texas Accessibility Standards; and other relevant state and federal statutes and regulations. The County will bear the full cost of construction, including design, architectural and

engineering fees, and other professional fees, related to an Improvement. The County will be solely responsible, and the City shall never be responsible, for providing for the management of each development, design or construction contract for an Improvement (each, a "County Contract") and the payment to each contractor. The City shall be a third party beneficiary to each County Contract. The Director will have the right, but not the obligation, to review all work in progress as well as to inspect an Improvement following completion of the Improvement. Upon completion of the Improvement and written acceptance of the Improvement by the Director, the Improvement will become the property of the City, and the Director shall notify the County within thirty (30) days of acceptance of an Improvement. In the event that the Director identifies material variations from the plans for the Improvement, or damages to other portions of the Park, the County agrees to cause the appropriate contractor or have the County's own personnel and equipment to make any necessary adjustments or repair any such damage or material variation. The County further agrees that it will require each contractor to provide performance and payment bonds for the construction of an Improvement.

3.04 Permits for Work. The County, its contractors and subcontractors, will be responsible for all permits required for an Improvement and all consents required to be obtained from any applicable governmental agency. The City, as owner of the land comprising the Park, agrees to cooperate fully in the County's applications for such permits and consents.

3.05 Ownership of Improvements. Upon completion of an Improvement and the Director's written acceptance of the Improvement, any improvements completed by the County will become the property and responsibility of the City to be used in the operation of the Park, at no cost to the City.

Article IV Notices

All notices and communications under this Agreement shall be sent by certified mail, return receipt requested, addressed as follows:

If to the City:

Director
Parks and Recreation Department
City of Houston
2999 South Wayside Drive
Houston, Texas 77023

If to the County:

Harris County Commissioner, Precinct 2
Harris County Administration Building
1001 Preston, 9th Floor
Houston, Texas 77002

Article V Release, Indemnification, and Insurance

5.01 Release. To the extent permitted by the constitution and laws of the State of Texas, the County, its predecessors, successors, and assigns hereby release, relinquish, and discharge the City, its predecessors, successors, assigns, legal representatives, and its former, present, and future agents, employees, and officers (collectively referred to in this paragraph as "City") from any liability to the County as a result of the joint or concurrent negligence

of City as a result of any injury, including death or damage to persons or property, where such damage is sustained in connection with the Park.

5.02 Indemnification. THE COUNTY AGREES THAT IT WILL REQUIRE EACH CONTRACTOR OR VENDOR (COLLECTIVELY, "CONTRACTOR") THAT CONTRACTS DIRECTLY WITH THE COUNTY TO PERFORM WORK OR PROVIDE SERVICES IN CONNECTION WITH THE PARK TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, AND LIABILITY, INCLUDING DEFENSE COSTS RELATING IN ANY WAY TO DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH CONTRACTOR'S NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION BY THE CONTRACTOR IN CONNECTION WITH OR DURING THE PERFORMANCE OF ITS DUTIES IN CONNECTION WITH THE PARK. THE COUNTY WILL REQUIRE EACH CONTRACTOR TO MAINTAIN THIS INDEMNITY DURING THE PERFORMANCE OF SUCH CONTRACTOR'S WORK AND UP TO THE DATE OF THE COUNTY'S ACCEPTANCE OF SUCH WORK.

THE COUNTY FURTHER AGREES TO REQUIRE CONTRACTOR TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL CLAIMS, ALLEGATIONS, FINES, DEMANDS, AND DAMAGES RELATING IN ANY WAY TO THE SOLE, JOINT, AND/OR CONCURRENT NEGLIGENCE OF THE CITY AND CONTRACTOR, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

5.03 Insurance. The County will require all third party contractors, subcontractors, and vendors (collectively, the "Contractor") who perform work or provide services at the Park to maintain such levels of insurance as are customary for the size and kind of work or services to be provided. All insurance policies, except workers' compensation, must name the City as an additional insured. The County will obtain copies of insurance policies from the Contractor and deliver to the City copies of such policies. All such policies must contain an agreement that the insurer will notify the County, in writing, not less than thirty (30) days before any reduction in coverage or cancellation of any policy.

Article VI Miscellaneous

6.01 Purpose of Agreement: Responsibilities and Relationship of the Parties. The Parties agree that this Agreement is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement. The parties further agree that each Party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the County and the City, it being understood and agreed that neither any provisions contained in this Agreement, nor any acts of the County or the City,

shall be deemed to create any relationship between the County and the City other than the contractual relationship established under this Agreement.

6.02 Captions. The captions used herein are for convenience only and do not limit or control the meaning or interpretation of any of the provisions in this Agreement.

6.03 Recitals. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

6.04 Venue. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Harris County, Texas. Venue for any litigation arising out of or related to this Agreement shall lie solely in the court of appropriate jurisdiction located in Harris County, Texas.

6.05 Assignment. This Agreement shall not be assignable by a Party, in whole or in part, without first obtaining written consent of the other Party. The City shall not sell or transfer the land comprising the Park without the prior written consent of the County.

6.06 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person 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 or circumstances shall not be affected.

6.07 Merger. This Agreement contains the entire agreement between the Parties and supersedes and replaces any and all previous agreements, warranties, or other representations between the Parties with respect to the development, operation and maintenance of the Park.

6.08 Amendment/Waiver. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed and executed in the same manner as this Agreement.

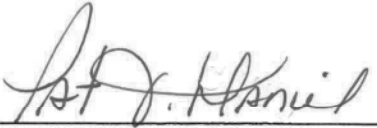
6.09 Information Sharing. The County shall promptly provide the City with a copy of all reports submitted by third party contractors through the County to the Texas Commission on Environmental Quality (TCEQ) pertaining to the Park.

6.10 No Waiver of Immunity. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall constitute a waiver by either Party of any provisions of (i) Chapters 75, 84, 95 or 101 of the Texas Civil Practice and Remedies Code, as amended, (ii) any laws relating to limitations of liability of the type of entity of such Party, or (iii) sovereign or governmental immunity, as any of the foregoing may be available to such Party.


[END OF PAGE – EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement may be or has been executed in multiple counterparts to be effective upon the date of countersignature by the Controller of the City of Houston.


ATTEST:


PAT JEFFERSON-DANIEL
Interim City Secretary **Assistant**


CITY OF HOUSTON


By Amanda Washington
SYLVESTER TURNER 4-1-2020
Mayor

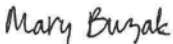
APPROVED AND RECOMMENDED:

DocuSigned by:

933FA00E53BA453
STEVE WRIGHT, Director
Parks and Recreation Department

COUNTERSIGNED:


CHRIS BROWN Jessie Pitt
City Controller
Countersignature Date: 4-7-2020

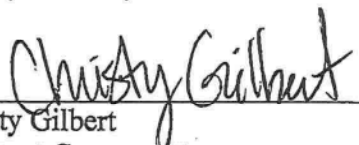
APPROVED AS TO FORM:

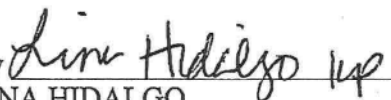
DocuSigned by:

9353E8A9F07A429
MARY FRANCES BUZAK
Senior Assistant City Attorney
L.D. No. 0492000001001

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

HARRIS COUNTY

By 
Christy Gilbert
Assistant County Attorney
CAO File No. 20GEN0588

By 
LINA HIDALGO
County Judge

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 City of Houston, Texas, on FEB 25 2020, with all members present except none.

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

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON AND HARRIS COUNTY FOR THE DEVELOPMENT, OPERATION AND MAINTENANCE OF VETERANS MEMORIAL PARK

Commissioner A. Garcia introduced an order and made a motion that the same be adopted. Commissioner Ellis 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 Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" 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 the Harris County Judge is authorized to execute, for and on behalf of Harris County, an Interlocal Agreement between the City of Houston and Harris County for the County to develop, operate and maintain Veterans Memorial Park, the Interlocal Agreement being incorporated by reference for all purposes as though fully set out in this Order 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.

Presented to Commissioners Court

FEB 25 2020
APPROVE GIE
Recorded Vol Page

Date: September 20, 2022

PROPOSED GIFT TO HARRIS COUNTY, TEXAS

DEPARTMENT ACCEPTING GIFT AND SUBMITTING REQUEST TO COMMISSIONERS COURT

Department Name	Fund	Department #
Harris County Precinct 2 Engineering	**	10203003

DEPARTMENT RETAINING GIFT UPON COMMISSIONERS COURT APPROVAL (IF DIFFERENT FROM ABOVE DEPARTMENT)

Department Name	Fund	Department #
Harris County Precinct 2 Engineering	**	10203003

Description of gift includes 9 granite monoliths, 1 granite obelisk, 2 granite benches and granite pavers as the base. The gift also includes staff labor from Schlitzberger & Daughters Monument Co.

****Note:** No fund # included. The donation is for materials and labor. No exchange.
Gift Description*

\$ 522,000
Total Dollar Amount or Estimated Market Value*

Bobby Schlitzberger of Schlitzberger & Daughters Monument Co.
Name of Donor(s)

***Harris County's acceptance of this donation/gift does not represent Harris County's agreement with the property owner's appraised value or claimed fair market value.**

Special Purposes/Restrictions:

There are no special purposes or restrictions.

NOTE: If there are no restrictions, please indicate. If more space is required, please identify or summarize above and indicate that there is an attachment.

Accepted:

Harris County, Texas

By: _____

Per Commissioners Court Order: Volume _____ Page _____ Date _____