

**AGREEMENT BETWEEN HARRIS COUNTY AND
HOUSTON WILDCATTERS YOUTH SPORTS, INC.**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This Agreement is made and entered into by and between Harris County, Texas, a body corporate and politic under the laws of the State of Texas ("County"), and Houston Wildcatters Youth Sports, Inc., a Texas nonprofit corporation ("Concessionaire"). County and Concessionaire are collectively referred to as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, Concessionaire desires to assist the County in providing recreational facilities for the residents of Harris County, to promote the hobby and sport of baseball, to develop within the residents the spirit of good sportsmanship and cooperation, and to provide a means to actively and recreationally occupy the time and leisure of the residents; and

WHEREAS, Concessionaire has requested the County's permission to use and to make improvements to a certain portion of Crowley Park, a County park ("Park"), for the purposes described above; and

WHEREAS, 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

WHEREAS, Concessionaire is willing to supervise and manage baseball fields and the appurtenances thereto;

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

ARTICLE I.

Subject to the provisions of this Agreement, the County authorizes Concessionaire to use and to make improvements to the portion of the Park shown with hatched lines in Exhibit "A" attached hereto and incorporated herein ("Fields"), for a term of five (5) years, beginning upon signature by all Parties, unless sooner terminated in accordance with the provisions hereof. Concessionaire will pay to the County a fee of five hundred dollars (\$500.00) by February 10th of each year during the term of this Agreement.

ARTICLE II.

Concessionaire will provide all necessary maintenance for the Fields and improvements, and the alterations and additions thereto. Concessionaire will keep the Fields, concession stands, press boxes, restrooms, and storage buildings in a neat, clean, and respectable condition. Immediately, but in no event later than twelve (12) hours after the conclusion of each game and tournament played on the Fields, Concessionaire will collect the trash and litter and deposit same in the garbage receptacles provided. Concessionaire will mow the grass on the Fields at such time frequencies as are specified by the County Commissioner of Precinct 2. Notwithstanding the foregoing provision, the County may enter the Fields at any time without prior notice and mow the grass at time intervals consistent with the County's regular park maintenance schedules. Concessionaire will groom the Fields, including, but not limited to, striping and cutting the baselines. The County will provide dirt for Fields once a year, if available resources permit. Concessionaire will acquire any additional dirt that is needed for Fields.

ARTICLE III.

Concessionaire will not construct any improvements on the Fields prior to furnishing architectural and/or engineering services, including complete detailed architectural and engineering designs and specifications for all improvements to be made to the Fields, to the County Commissioner of Precinct 2 and securing the written approval of the County Commissioner. 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.

ARTICLE IV.

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 buildings, 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.

ARTICLE V.

The Fields will be primarily used under the supervision and auspices 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, or for any concession item, except upon the prior

written approval of the Commissioners Court of the County (“Commissioners Court”). The leagues can only collect registration fees and sponsorships.

ARTICLE VI.

Concessionaire will not prevent the general public from using the Fields when not in use by the Concessionaire, unless required for maintenance of the Fields. Every three (3) months for the term of this Agreement, Concessionaire will furnish to the County, for the County’s approval, a schedule of the activities and events that Concessionaire plans for the Fields

ARTICLE VII.

Concessionaire may provide concessions at the Fields. The prices charged the general public by Concessionaire, under any of the operations hereunder, will be reasonable and in accordance with general schedules of such charges in effect at the time this Agreement is executed, subject only to such changes therein as may be approved by Commissioners Court. In this connection, Commissioners Court may determine the prices charged by Concessionaire in the operation of the Fields and concession, and Concessionaire agrees to conform to such during the term of this Agreement. No third-party vendors can see the price list without the consent of Commissioner’s Court. Concessionaire agrees not to sell beverages and food in glass containers. The sale of goods and services is prohibited unless approved in writing by Commissioners Court.

ARTICLE VIII.

In performing site obligations required under the terms of this Agreement, Concessionaire will comply with all applicable Federal, state, county, and city ordinances, rules, and regulations, now and hereafter in force, which are applicable to Concessionaire’s operation of the Fields and concession stands, including, but not limited to, the Americans with Disabilities Act and the Texas Elimination of Architectural Barriers Act, and nothing contained herein shall be construed to require the County to make any alterations, modifications, or repairs to the Fields required by any building code or all other Federal, state, and local laws, ordinances, regulations, and other requirements. Furthermore, Concessionaire will not discriminate against any person because of race, color, religion, sex, national origin, or other protected class.

ARTICLE IX.

Concessionaire will obtain, at its own expense, all licenses and permits necessary for and applicable to the operation of the Fields. Concessionaire will also observe and comply with all rules prescribed by the Park Director of Precinct 2. The leagues must obtain Health permits from Harris County Public Health Department for all concession stand areas without exception and displayed in public view.

ARTICLE X.

Concessionaire will not construct or place any signs on the Fields without the prior written consent of the County Commissioner of Precinct 2. Without limiting the above, political signs, commercial

signs, and signs stating in any manner that the Fields are private property are expressly prohibited.

ARTICLE XI.

Concessionaire will maintain an accounting system and records in a form approved by the Harris County Auditor, which will clearly and accurately reflect the collection of receipts on the Fields. The County may make periodic audits and inspections of the books and other records maintained by Concessionaire at any reasonable time to be determined by the Harris County Auditor. Concessionaire will not move such books and records out of Harris County, Texas, without the prior written approval of Commissioners Court. Concessionaire will submit financial records to the County no later than thirty (30) days after each baseball season ("Season").

ARTICLE XII.

Concessionaire will, at its expense, maintain at all times during this Agreement 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 park superintendent of Precinct 2 within fifteen (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 the renewals thereof, within fifteen (15) days of the expiration date of policies and renewals, the County may terminate this Agreement upon ten (10) days advance written notice to Concessionaire. **CONCESSIONAIRE EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY, ITS AGENTS, EMPLOYEES, AND OFFICERS 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 EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES, AND VOLUNTEERS INCIDENT TO THIS AGREEMENT. CONCESSIONAIRE WILL INDEMNIFY AND PROTECT THE COUNTY FROM THE ALLEGED JOINT, CONCURRENT, OR SOLE NEGLIGENCE, OR OTHER FAULT OF THE COUNTY. CONCESSIONAIRE WAIVES AND RELEASES ANY CAUSE OF ACTION OR RIGHT OF RECOVERY WHICH CONCESSIONAIRE MAY HAVE AGAINST THE COUNTY FOR ANY LOSS OR DAMAGE TO CONCESSIONAIRE'S PERSONAL PROPERTY LOCATED ON THE FIELDS.**

ARTICLE XIII.

- A. 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, or which in the opinion of the

County are contrary to good morals or otherwise objectionable.

- B. Concessionaire will permit the County's officers, employees, and agents to enter and upon the Fields for the purpose of inspecting and examining Concessionaire's performance hereunder.
- C. Concessionaire will always treat the public with courtesy and respect.
- D. Any property of the County damaged or destroyed by Concessionaire, its agents, servants, employees, guests, or invitees, incident to Concessionaire's use and occupation of the Fields shall be promptly repaired or replaced by Concessionaire to the satisfaction of the County or in lieu thereof, Concessionaire will, if so required by the County, pay to the County money in an amount deemed sufficient by the County to compensate for the loss sustained by the County by reason of damages to or destruction of County property.
- E. Concessionaire will cut no trees, conduct no mining or drilling operations, remove no sand, gravel, or other substances from the ground, commit no waste of any kind, or in any manner change the contour or condition of the Fields (except as required for normal field maintenance), nor allow such action by other persons, except upon the prior written approval of the County.
- F. 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 County Commissioner of Precinct 2.
- G. Concessionaire will place no vending machine on the Fields without the prior written approval of Commissioners Court or the County Commissioner of Precinct 2
- H. Concessionaire shall not sublease the Fields nor rent to outside tournament coordinators. All other entities desiring usage of the Fields must schedule through the County's internet system Civic/Rec.
- I. Concessionaire shall submit the games and practice schedules to the Civic/Rec system before the Season begins.
- J. Concessionaire shall submit copies of all child and parent registration forms to Civic/Rec.
- K. Concessionaire shall submit all tournament schedules to the Civic/Rec system at least thirty (30) days in advance for approval by the County, along with any applicable special event or tournament fee.

ARTICLE XIV.

In the event the County believes or alleges it has cause to terminate this Agreement for failure of Concessionaire to comply with the provisions thereof, the County shall provide notice to Concessionaire, thirty (30) days in advance of such termination, and shall provide Concessionaire

an opportunity to correct the alleged noncompliance situation. Should Concessionaire not be able to correct such noncompliance to the satisfaction of the County, this Agreement may be terminated in accordance with the provisions stated herein. Concessionaire shall act with diligence to correct such noncompliance.

ARTICLE XV.

The name of the person currently authorized on behalf of Concessionaire to execute and carry out the administration of this Agreement is **Scott Freeman**. The name of the person currently authorized to receive service of process on behalf of Concessionaire **Scott H. Freeman 103 Maple Valley Road, Houston, Texas 77056**. In the event Scott Freeman ceases to hold such authority and position during the term of this Agreement, Concessionaire will give written notice to the County of the name of the person holding such authority and position. Concessionaire will give written notice to the County of each subsequent change in authority and position.

ARTICLE XVI.

Notwithstanding anything herein to the contrary or that maybe be construed to the contrary, the term of this Agreement may be terminated by either party, with or without cause, by giving written notice to the other party at least thirty (30) days prior to the date of termination.

ARTICLE XVII.

The address to which any notice herein provided to be given to the County may be mailed to:

Harris County
Attention: County Judge
Harris County Administration Building
1001 Preston Avenue, 9th Floor
Houston, Texas 77002

With a photocopy thereof addressed to:

Harris County Commissioner Precinct 2
Attention: Park Director
1001 Preston, 9th Floor
Houston, Texas 77002

The name and address to which any notice herein provided to be given to Concessionaire may be mailed to:

Houston Wildcatters Youth Sport
Attention: Scott H. Freeman, President
103 Maple Valley Road
Houston, Texas 77056

or to any other address which Concessionaire has furnished in writing to the Park Director of Precinct 2, provided, however, that this shall not prevent the giving of actual notice to Concessionaire in any other manner. Any notice sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed as herein provided, shall, for the purposes of this Agreement, be deemed to have been received by the addressee on the day next following the date of mailing.

ARTICLE XVIII.

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. This Agreement constitutes the entire agreement between the County and Concessionaire. If any portion of this Agreement at any time or to any extent is held invalid or unenforceable, the remainder of this Agreement is not affected thereby. This Agreement supersedes all prior agreements and understandings, whether oral or written, between County and Concessionaire.

IN WITNESS WHEREOF this instrument EXECUTED in triplicate originals this day_____ of _____, 2023 by the County Judge of Harris County pursuant to an order of the Commissioners Court of Harris County authorizing such execution.

[Signature Page Follows]

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

WILDCATTERS YOUTH SPORTS

By: _____
Scott H. Freeman
President

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

ATTEST:

By: _____
Nicholas Santulli
Assistant County Attorney
C.A. File No.: 23GEN1152

Secretary

EXHIBIT A

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 _____, 2023 with all members present except _____.

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

AGREEMENT BETWEEN HARRIS COUNTY AND HOUSTON WILDCATTERS YOUTH SPORTS, INC. FOR USE OF A CERTAIN PORTION OF CROWLEY PARK

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 Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley 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:

1. An agreement be issued in favor of Houston Wildcatters Youth Sports, Inc. for use of a certain portion of Crowley Park to promote health and exercise, to develop within the residents the spirit of good sportsmanship and cooperation, and to provide a means to actively and recreationally occupy the time and leisure of the residents.
2. County Judge is hereby authorized to execute, for and on behalf of Harris County, the Agreement by and between the County and Houston Wildcatters Youth Sports, Inc., said Agreement being incorporated herein by reference for all purposes, as though fully set forth word for word.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.