

AGREEMENT

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 referred to as the "County," and WEST OAKS LITTLE LEAGUE BASEBALL, INC., a Texas nonprofit corporation, hereinafter referred to as "Concessionaire."

WITNESSETH:

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

WHEREAS, Concessionaire has requested permission to use and make improvements to a certain portion of George Bush Park ("Park") for the purposes described above; and

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

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

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

I.
Property

1.1 Subject to the provisions of this Agreement, the County hereby licenses to Concessionaire the right to use, make improvements to, and maintain the following described portion of George Bush Park located in Harris County, Texas, to-wit:

Those certain baseball fields identified as "West Oaks Little League" and shown, marked, and depicted on the map or diagram attached hereto as Exhibit "A," incorporated herein by reference as if copied herein verbatim, hereinafter called the "Property."

1.2 This Agreement does not convey any interest in real property to Concessionaire. This Agreement is merely a license to use the Property according to the terms hereof.

II.
Term

The term of this Agreement is ten (10) years, beginning on January 1, 2018 and ending, unless terminated sooner pursuant to the terms hereof, on December 31, 2027.

III.
Name

The fields are to be known as "West Oaks Little League Fields."

IV.
Improvements

4.1 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") and the Real Estate Contracting Officer of the U. S. Army Corps of Engineers, Galveston District ("Corps"). 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 and Corps may, in their discretion, require.

4.2 As consideration for the use of the fields, all fixtures, improvements, 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, team quarters (including lockers and showers), public restrooms, electronic scoreboards, sidewalks, shrubberies, stands, floodlighting facilities, and all other fixtures and improvements (similar or dissimilar) immediately become the property of the County when installed and/or constructed upon the fields. Except as otherwise provided herein, all property that may be moved without damage to the Property, as determined solely by the Commissioner, does not become the property of the County, but remains the property of the Concessionaire. Upon termination of this Agreement, any movable property not removed by Concessionaire before the date of termination becomes the property of the County.

4.3 Concessionaire shall keep and maintain in good repair, to the satisfaction of the Commissioner, the Property and all improvements upon the Property, including, but not limited to, all seating, bleachers, concession stands, fences, sidewalks, landscaping, baseball fields, utility tie-ins, gas, water, sewer service lines, restrooms, floodlighting, electrical outlets, press boxes, scoreboards, backstops, storage buildings, and all other fixtures and improvements for the fields, in a safe, attractive, and good state of repair and cleanliness. Concessionaire will keep the fields and that portion of the Park lying and being within twenty-five yards 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 on the Property before it attains a height of six (6) inches. If the Commissioner, in the Commissioner's sole discretion, determines that Concessionaire is not complying with the provisions of this section, the County may terminate this Agreement upon ten (10) days advance written notice to Concessionaire.

4.4 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.

4.5 Concessionaire shall not construct or place any signs on the Property without the prior written consent of the Commissioner. Without limiting the above, Concessionaire shall not construct or place upon the Property any political signs, commercial signs, and signs stating in any manner that the fields are private property.

4.6 The County may provide utilities to the Property, provided, however, if 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 such utilities.

4.7 Concessionaire shall timely satisfy and discharge all debt for all material and labor for improvements made upon the Property. In the event that a lien for unpaid labor and/or materials is threatened or filed against the Property, Concessionaire shall promptly cause the lien to be released and/or the threat be removed. The filing of a lien against the Property for unpaid material and/or labor brought to or performed upon the Property by or for the benefit of Concessionaire constitutes an injury to the County and is cause for immediate termination of this Agreement. CONCESSAIRE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY FOR ALL DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, FOR OR ON ACCOUNT OF ANY NECESSARY LEGAL ACTION TO REMOVE THE THREAT OF THE FILING OF A LIEN OR THE REMOVAL OF ANY LIEN.

4.8 Concessionaire shall comply with Executive Order 13658, establishing a minimum wage, signed by President Barack Obama on February 12, 2014, as amended.

V.

Maintenance Materials

5.1 Concessionaire shall provide, at its sole expense, all equipment, supplies, and materials necessary to maintain the Property in a safe, clean, attractive, and good state of repair. The County may perform periodic unannounced and/or noticed inspections of the fields and appurtenances thereto to determine the condition thereof.

5.2 No seed or chemical shall be planted or applied to any part of the Property, without the prior written consent of the Commissioner.

5.3 No vegetation, including, but not limited to, trees, shrubs, and gardens shall be cut, disturbed, or removed, without the prior written consent of the Commissioner.

VI. Liability and Insurance

6.1 Concessionaire will, at its sole expense, keep and maintain during the term of this Agreement a general liability insurance policy covering all of the Property and all activities upon the Property in an amount of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for injuries or death to any one person, and 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 limitations of liability under the Texas Tort Claims Act, 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 the policy to the County Auditor and the Precinct 3 Park Superintendent within 15 days of the effective date of this Agreement. No later than thirty (30) days prior to the expiration date of the insurance policy and renewals thereof, Concessionaire will furnish a copy of the renewal insurance policy to the Precinct 3 Park Superintendent

6.2 CONCESSIONAIRE EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, CLAIMS, DEMANDS, LAWSUITS, LIABILITY, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, INVESTIGATIVE COSTS, AND OTHER COSTS OF LITIGATION, IN ANY MANNER ARISING OUT OF THE ACTS OR OMISSIONS OF CONCESSIONAIRE AND CONCESSIONAIRE'S EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES, AND VOLUNTEERS IN THEIR USE OF THE PROPERTY, IRRESPECTIVE OF WHETHER THE COUNTY WAS CONCURRENTLY NEGLIGENT, BUT EXCEPTING WHERE THE INJURY OR DEATH WAS CAUSED BY THE SOLE NEGLIGENCE OF THE COUNTY.

VII. User Fees/Books and Records/Audit

7.1 No fee of any kind or nature will be charged for the use of the Property or for participation in any activity carried out on the Property, except upon the prior written approval of the Commissioner. Concessionaire shall submit all fee approval requests in writing to the County in such form and with such facts, data, and figures as the Commissioner, in the Commissioner's sole discretion, deems necessary.

7.2 Notwithstanding any approved fee, no person shall ever be denied the use of the Property or any part thereof because of his or her inability to pay any fee or expense of any kind or character. Concessionaire may presume that all persons and organizations have the ability to pay such fees, unless any such person furnishes an 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.

7.3 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.

7.4 Concessionaire's financial books and records shall be made available to the County for inspection, copying, and auditing at any time upon request of the County.

VIII. Conduct/Security

8.1 Concessionaire shall exercise proper supervision and control of all activities of Concessionaire on the Property. In exercising the rights and performing the obligations required of it under the terms of this Agreement, Concessionaire shall comply, and shall require all persons using the Property to comply, with all applicable federal, state, county, and city laws, ordinances, rules, and regulations, including the County's park rules, as may be adopted from time-to-time by the Commissioners Court. The County's park rules are incorporated herein by reference as if copied herein verbatim. Additionally, Concessionaire shall at all times maintain and enforce good order and fair sportsmanship upon the Property, and shall not permit any conduct, behavior, or practice in violation of any federal, state, or municipal laws, rules, regulations, or ordinances, or of a sort likely to bring discredit or humiliation upon anyone, including Harris County and its governing body.

8.2 Concessionaire shall permit all persons residing in Harris County, Texas, to participate in the activities of Concessionaire upon the Property. Concessionaire shall not discriminate against any person or persons because of race, color, religion, sex, or national origin.

8.3 Concessionaire may and is encouraged to create and distribute to users of the Property a written guideline or code of conduct. The guideline or code of conduct may not conflict with any federal, state, county, and/or city ordinance, rule, and regulation, including the Park Rules. However, Concessionaire may require conduct of a higher standard or degree of character than is required under all rules and laws so long as the prescribed conduct does not discriminate against any person on the basis of their race, color, religion, sex, or national origin. Concessionaire shall provide to the County any such guideline or code of conduct.

8.4 Concessionaire shall provide all necessary security personnel for the events it sponsors or conducts on the Property.

IX.
Times/Calendar

9.1 The Commissioner may establish the day-to-day times when Concessionaire may use the Property for its activities. The County may post signs at or near the entrance to the Park stating the times when the Park is open to the public and Concessionaire.

9.2 Concessionaire will not prevent the general public from using the baseball fields and seating improvements, if any, when Concessionaire is not using them.

9.3 Concessionaire may use the Property at all times during the calendar year, except when the Park and/or the Property are scheduled for other events by the County.

9.4 Notwithstanding the foregoing, the County may alter or change the dates and times that Concessionaire may use the Park and/or the Property. The County may, with or without notice to Concessionaire, prohibit entry into and use of the Park whenever it is necessary, as determined by the Commissioner, in the Commissioner's sole discretion. Unless an act of God, war, or other public calamity requires closure of the Park, the County may give notice to Concessionaire, in the manner provided in Section 10.1 below, of any change in the Park's calendar.

9.5 The County is not liable for damages of any kind or character to Concessionaire, its successors and assigns, for closing or restricting the use of the Park, or for any other reason, at any time.

X.
Termination

10.1 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. Such notice may be given by the County to Concessionaire by registered or certified U. S. Mail, Return Receipt Requested, postage prepaid, addressed to West Oaks Little League Baseball, Inc., c/o Ms. Norma Bonica, 8722 Ashlawn Dr., Houston, Texas 77083. Such notice is considered given and completed upon deposit of the notice in the U. S. Mail.

10.2 Notice of termination by Concessionaire may be given to the County by registered or certified U. S. Mail, Return Receipt Requested, postage prepaid, addressed to Harris County, Harris County Administration Building, 1001 Preston, 9th Floor, Houston, Texas 77002, Attention: County Judge, and such notice is considered given and completed upon deposit of the notice in the U. S. Mail as aforesaid.

10.3 Each 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 fifteen (15) days written notice of such change to the other party.

XI.
Miscellaneous

11.1 Article captions herein are merely descriptive and do not add to or detract from the content of this Agreement.

11.2 If the County employs the services of an attorney to protect its interest in the Property or to pursue any remedies it may have against Concessionaire, Concessionaire shall pay the County all attorney fees and expenses of litigation.

11.3 Any oral representations or modifications concerning this Agreement are of no force or effect; and this Agreement may be modified or changed only by the Commissioners Court.

11.4 Concessionaire shall provide the County at all times with the current names, addresses, and phone numbers of the president, chief acting officer, vice-president, and each board member of Concessionaire.

11.5 This Agreement shall be governed under Texas law, and it shall be performed entirely in Harris County, Texas.

11.6 The person signing this Agreement on Concessionaire's behalf hereby represents that she is authorized by Concessionaire's board of directors to execute this Agreement on Concessionaire's behalf.

11.7 This Agreement is subject to all of the terms and conditions of the County's agreement with the Department of Army, as amended, pertaining to George Bush Park, and any supplemental agreement pertaining to George Bush Park which has been executed prior to the date of execution of this Agreement, and this Agreement is not effective until the terms and conditions thereof are approved and signed by the Corps. Furthermore, should this Agreement not be approved and signed by the Corps within ninety (90) days of its approval by the Commissioners Court of the County, then this Agreement has no force and effect whatsoever.

[END OF PAGE—SIGNATURE PAGE FOLLOWS]

EXECUTED in triplicate originals this _____ day of FEB 14 2017 2017.

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

HARRIS COUNTY

By M. Scott Bresk
M. SCOTT BRESK
Assistant County Attorney

By Ed Emmett
ED EMMETT
County Judge

ATTEST:

WEST OAKS LITTLE LEAGUE
BASEBALL, INC.

Erlinda Longoria
ERLINDA LONGORIA
Secretary

By Norma Bonica
NORMA BONICA
President

APPROVED:

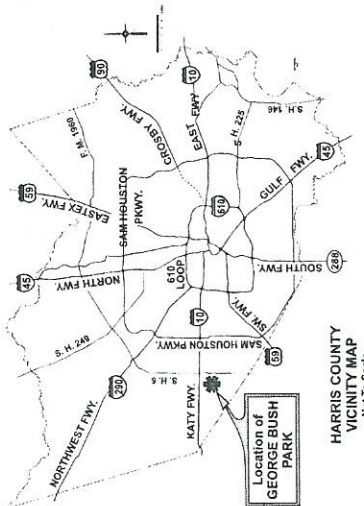
U.S. ARMY CORPS OF ENGINEERS

By Timothy J. Nelson
TIMOTHY J. NELSON
Contracting Officer, Real Estate Division
Galveston District, U. S. Army Corps of Engineers

Date: 14 March 2017

Exhibit "A"

HARRIS COUNTY
 PRECINCT 3
GEORGE BUSH PARK
 16756 WESTHEIMER PARKWAY
 7,800 ACRES
STEVE RADACK
 COMMISSIONER

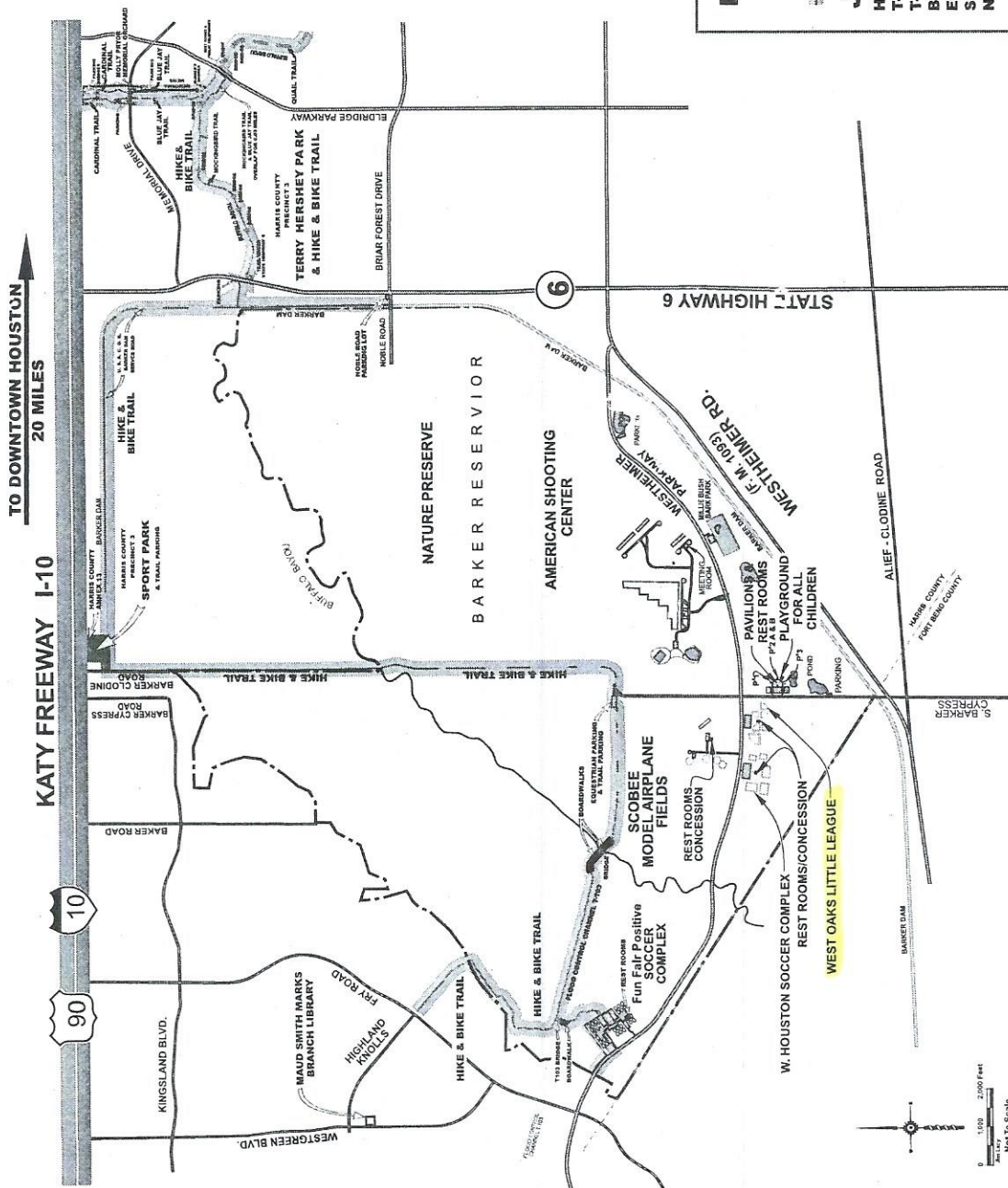


PARK LEGEND

- PARKING LOT LOCATIONS**
- P1 PAVILIONS (#1 - #3)**
- JOGGING TRAILS**

JOGGING TRAIL LEGEND

- HIGHLAND KNOLLS TO T-103 BRIDGE 1.34 Miles
- T-103 BRIDGE TO FUN FAIR POSITIVE SOCCER 0.32 Miles
- T-103 BRIDGE TO BUFFALO BAYOU BRIDGE 1.17 Miles
- BUFFALO BAYOU BRIDGE TO EQUESTRIAN PARKING 0.96 Miles
- EQUESTRIAN PARKING TO SPORT PARK 3.46 Miles
- SPORT PARK TO TERRY HERSEY TRAIL 3.14 Miles
- NOBEL ROAD TO BUFFALO BAYOU 0.97 Miles



THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

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 the _____ day of FEB 14 2017 2017, with the following members present, to-wit:

Ed Emmett
 Rodney Ellis
 Jack Morman
 Steve Radack
 R. Jack Cagle

County Judge
 Commissioner, Precinct No. 1
 Commissioner, Precinct No. 2
 Commissioner, Precinct No. 3
 Commissioner, Precinct No. 4

and the following members absent, to-wit: none, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE HARRIS COUNTY JUDGE TO EXECUTE AN AGREEMENT BETWEEN HARRIS COUNTY AND WEST OAKS LITTLE LEAGUE BASEBALL, INC.

Commissioner Cagle introduced an order and made a motion that the same be adopted. Commissioner Morman 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 Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jack Morman	<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:

WHEREAS, West Oaks Little League Baseball, Inc., desires to assist Harris County in providing recreational facilities for the residents of Harris County, to promote the sport and hobby 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, West Oaks Little League Baseball, Inc., has requested Harris County's permission to use and to make improvements to a certain portion of George Bush Park, a County park, for the purposes described above; and

Presented to Commissioner's Court

FEB 14 2017
 APPROVE CIM
 Recorded Vol _____ Page _____

WHEREAS, Harris County is willing to allow West Oaks Little League Baseball, Inc., to use and make improvements to a certain portion of George Bush Park for the purposes set forth above; and

WHEREAS, West Oaks Little League Baseball, Inc., is willing to supervise and manage baseball fields and the appurtenances thereto;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS, THAT:

Section 1: The recitals set forth in this Order are true and correct.

Section 2: The Harris County Judge is authorized to execute, for and on behalf of Harris County, an Agreement between Harris County and West Oaks Little League Baseball, Inc., the Agreement being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.

Section 3: All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.