

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) and **City of Tomball** (“City”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* County and City may each be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, it is of mutual benefit to both Parties to construct a new community center and parking improvements within Mathews Park, as well as certain drainage improvements in Broussard Park, (“Community Center Project”), as generally described in **Exhibit A** attached hereto and incorporated herein by reference;

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Community Center Project; and

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. County’s Responsibilities

- (i) County will design the Community Center Project plans, specifications, and estimates (“PS&E”) and send to the City for review. Should the City desire to make changes to such PS&E, the Parties agree to meet and resolve all issues within ten (10) business days of the City’s receipt of the PS&E in order to finalize an agreed upon PS&E for the Community Center Project. If the City does not provide a response on the Community Center Project PS&E provided by the County within ten (10) business days from its receipt of the same, then the Community Center Project PS&E submitted to the City by the County will be deemed approved.
- (ii) County agrees to provide funds not to exceed Eight Million and No/100 Dollars (\$8,000,000.00) toward the cost of the Community Center Project. Notwithstanding anything to the contrary set forth in this Agreement, if at any time during the planning or construction of the Community Center Project it is determined that costs shall exceed the above-stated amount, the Parties agree to adjust the size and/or scope of the Community Center Project to meet this amount. The Parties understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum amount that the County shall become liable to pay under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Eight Million and No/100 Dollars (\$8,000,000.00).

- (iii) The County shall be responsible for obtaining all necessary permits and jurisdictional approvals for construction of the Community Center Project.
- (iii) Upon approval of the PS&E, the County will advertise for and receive bids for construction of the Community Center Project, in a manner similar to that of other County projects.
- (iv) Upon receipt of bids for the construction of the Community Center Project the County shall determine the lowest and best bidder for the Community Center Project and provide the bids for the Community Center Project to the City with its recommendation for award of the construction contract to such lowest and best bidder, as determined by the Harris County Commissioners Court.
- (v) Upon award of a contract for construction for each of the Community Center Project, the County will:
 - (a) Manage and inspect the construction of the Community Center Project in a manner similar to that of other County construction projects; and
 - (b) Through its contractor, construct the Community Center Project in accordance with the PS&E approved by the City. The County may make minor changes in the PS&E through change(s) in contract ("CIC") that the County deems to be necessary or desirable during the construction of the Community Center Project, so long as the original scope and intent of the Community Center Project is maintained.
- (vi) Continue to assume responsibility for the ongoing maintenance and repairs of the Community Center Project upon completion. The County's responsibility will end in the event that this Agreement is terminated for any reason.
- (vii) The County shall comply with the provisions of the Texas Parks and Wildlife Local Park Grant Project Agreement by and between the City of Tomball, Texas and the Texas Parks and Wildlife Department dated September 18, 2015, a copy of which is attached hereto as **Exhibit B**.

B. City's Responsibilities

- (i) The City will donate and convey a leasehold interest to the County the property where the Broussard Park is located by Lease Agreement executed by and between the Parties for a term of Thirty (30) years for public park and drainage purposes. The form of Lease Agreement to be executed by the Parties and the above-described property lease therein (the "Lease Premises") are attached hereto as **Exhibit C** attached hereto and incorporated herein by reference. The City further agrees to

execute now and in the future any and all documents reasonably required by the County to complete this transaction.

- (ii) The City may not sell or change the use of all or any part of the Lease Premises without the prior written consent of the County.
- (iii) Should all or part of the Lease Premises be sold or its use changed by agreement of the parties prior to the end of the Term of the Lease, the County shall at its sole discretion, have the option to remove any and all structures or improvements placed on the property or at the County's option the County shall be compensated by the City in an amount equal to the then fair market value of the improvements so taken.
- (iv) This Agreement is subject to any and all prior agreements between the City and third parties. City shall provide County with a list of any third party agreements and/or deeds, conveyances, and source instruments affecting the Property or Lease Premises on or before this Agreement is approved by the governing bodies hereto. City agrees to assign all its right, title, and interest in and to any such third party agreements to the County, as applicable.

Section 2. Funding of the Project

The County agrees to provide an amount not to exceed Eight Million and 00/100 Dollars (\$8,000,000.00) toward the completion of the Community Center Project.

Section 3. Term and Termination

- A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of construction of the Project ("Term").
- B. This Agreement may be terminated by the County before award of the construction contract and at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Limitation of Appropriation

- A. City understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not currently appropriating any funds for the Project. County may appropriate funds to complete the Project, but such funds shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified available by the Harris County Auditor.
- B. City 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.

Section 5. Miscellaneous

- A. **Non-Assignability.** The County and the City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the City shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party.
- 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 (a) personally delivered to the address below, (b) deposited, enclosed in an envelope with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the City at the following addresses:

City: City of Tomball
501 James St.
Tomball, TX 77375
Attention: Drew Huffman
Email: dhuffman@tomballtx.gov

County: Harris County Office of the County Engineer
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Attention: Interagency Agreement Coordinator

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

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. 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 City for any purpose. Neither the City, 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.

- 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 the City 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 the 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 either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any 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 for 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 based 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 between 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 City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

[EXECUTION PAGE FOLLOWS]

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

JONATHAN FOMBONNE
County Attorney

By: _____
Robert de los Reyes
Assistant County Attorney
CAO File No. 24GEN2087

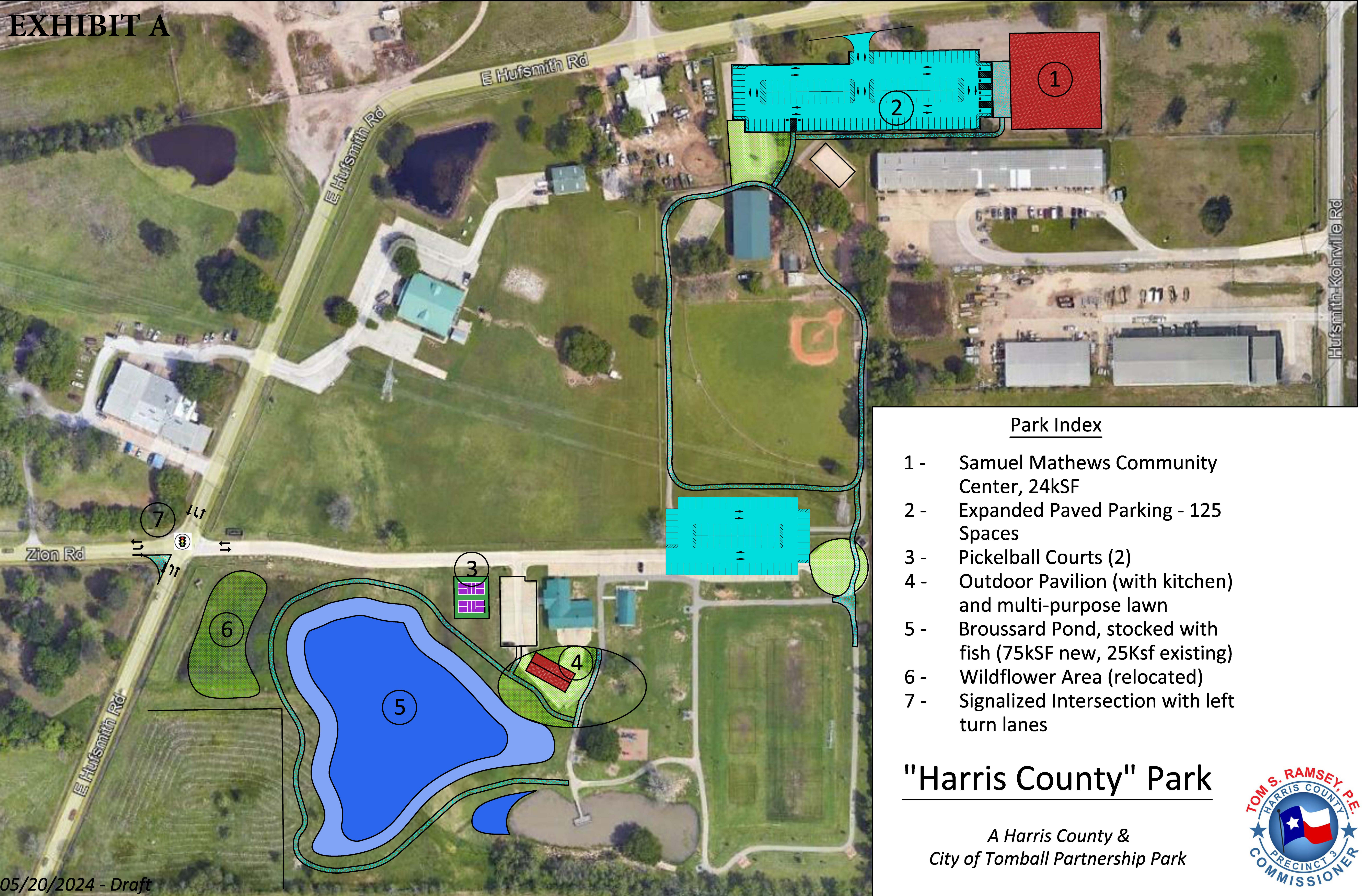
CITY OF TOMBALL

By: _____
David Esquivel
City Manager

ATTEST

By: _____
Secretary

EXHIBIT A



Park Index

- 1 - Samuel Mathews Community Center, 24kSF
- 2 - Expanded Paved Parking - 125 Spaces
- 3 - Pickleball Courts (2)
- 4 - Outdoor Pavilion (with kitchen) and multi-purpose lawn
- 5 - Broussard Pond, stocked with fish (75kSF new, 25Ksf existing)
- 6 - Wildflower Area (relocated)
- 7 - Signalized Intersection with left turn lanes

"Harris County" Park

*A Harris County &
City of Tomball Partnership Park*



EXHIBIT B

Interlocal Agreement - City of Tomball - 2024

Precinct 3

Date 01.13.2025

Description	Estimated Cost (Estimate Used In Agreement)
Harris County Portion [Not to exceed]	\$8,000,000.00
City of Tomball	\$0.00
Subtotal	\$8,000,000.00
Total Cost	\$8,000,000.00

depicted and described by metes and bounds on Exhibit "A" attached hereto and made a part hereof (the "Lease Premises").

2. TERM; RENEWAL

This Lease shall commence upon execution by both Parties, and continue for a term of thirty (30) years ("Primary Term"), unless sooner terminated in accordance with the provisions of this Lease and the Interlocal Agreement. This Lease shall automatically renew under the same terms and conditions for additional, successive terms of ten (10) years (each a "Renewal Term"), unless either Party opts to terminate renewal of the Lease by providing the other Party written notice of termination no later than ninety (90) days before the expiration of the Primary Term or any such Renewal Term.

3. PURPOSE & USE

Lessee agrees to use the Premises for the provision of services as set forth herein and in fulfillment of the terms and conditions of the Interlocal Agreement. It is the intent of the Parties that the County shall have any and all powers that are reasonable and necessary to develop and maintain the Lease Premises, including but not limited to the right to make improvements, issue, modify, and terminate licenses and concessions for the use of the Lease Premises and undertake any and all work and construction necessary to operate the Lease Premises for public park, recreational, and drainage purposes for the use and benefit of the citizens of the City and the County.

4. RENT

The Parties understand and agree that the substantial and principal consideration to the Lessor is Lessee's use of the Premises for the purposes set forth in the Interlocal Agreement, which is for the mutual benefit to both Parties for the construction and maintenance of the Community Center Project.

5. COUNTY RESPONSIBILITIES

During the term of this Lease, County will, at its own expense, perform or provide the following:

- A. Construct the Community Center Project in accordance with the terms of the Interlocal Agreement, including but not limited to:
 - i. Manage the design of the Community Center Project plans, specifications, and estimates ("PS&E") and timely send to the City for review;
 - ii. Obtain all necessary permits and jurisdictional approvals for construction of the Community Center Project;
 - iii. Advertise for and receive bids for construction of the Community Center Project, determine the lowest and best bidder, and provide the bids for the Community to the City with its recommendation for award, as determined by the Harris County Commissioners Court.
- B. Manage and inspect the construction of the Community Center Project in a manner similar to that of other County construction projects;

- C. Continue to assume responsibility for the ongoing maintenance and repairs of the Community Center Project and the Lease Premises upon completion of construction;
- D. The County may, but is not obligated to, contribute additional funds, labor, and/or materials and supplies for additional improvements and maintenance on and within the Lease Premises.
- E. The County shall keep and maintain the Lease Premises and all improvements thereon in the same manner as it maintains all other county operated parks and shall be responsible for:
 - i. Maintaining the Lease Premises in a safe, sanitary and good state of repair and condition;
 - ii. Keeping the grass, shrubs, and landscaped areas attractively mowed, trimmed, and edged; and
 - iii. Keeping the Lease Premises free of litter and other rubbish.
- F. Comply with the applicable provisions of the Texas Parks and Wildlife Local Park Grant Project Agreement by and between the City of Tomball, Texas and the Texas Parks and Wildlife Department dated September 18, 2015, a copy of which is attached hereto as **Exhibit "B"**.

6. CITY RESPONSIBILITIES

During the term of this Lease, the City will, at its own expense, perform the following:

- A. Timely review and respond to all communication and requests for approval from the County related to the construction and PS&E of the Community Center Project;
- B. The City further agrees to execute now and in the future any and all documents reasonably required by the County to complete the Community Center Project and facilitate construction and maintenance of the Lease Premises for the term of the Lease.
- C. Provide County with a list of any third party agreements and/or deeds, conveyances, and source instruments affecting the Property or Lease Premises on or before this Agreement is approved by the governing bodies hereto. City agrees to assign all its right, title, and interest in and to any such third party agreements to the County, as applicable.
- D. The City may, but is not obligated to, contribute additional funds, labor, and/or materials and supplies for the improvement, operation, and maintenance of the Community Center Project and Lease Premises. However, no changes, modification, alterations or improvements shall be made to the Lease Premises by the City without the prior written agreement of both Parties.
- E. Use any and all efforts to ensure and maintain the peaceful and quiet occupancy of the Lease Premises by County for the term of this Lease for the use and purposes as set forth in this Lease and in fulfillment of the Interlocal Agreement.

7. FIXTURES; IMPROVEMENTS

Should all or part of the Lease Premises be sold or its use changed by agreement of the parties prior to the end of the Term of the Lease, the County shall at its sole discretion, have the option to remove any and all structures or improvements placed on the Property of Lease Premises or at the County's option the County shall be compensated by the City in an amount equal to the then fair market value of the improvements so taken.

8. BREACH; DEFAULT

Lessor and Lessee agree that neither Party to this Lease will take any action or recourse against the other for any default in the performance of either Party's obligations, or any breach of this Lease by either Party, until thirty (30) days after the non-defaulting party has given written notice to the defaulting party that sets out in detail the type and nature of the default or breach, and the failure of the defaulting party to cure such default or breach within such thirty (30) day period. Should such default by the defaulting Party continue beyond the period to cure, the non-defaulting Party may then take any remedies available to it by law.

9. TERMINATION; SURRENDER

Either Party may terminate this Lease at any time, with or without cause, for any reason whatsoever, by giving sixty (60) days written notice to the other Party, subject to the terms of the Interlocal Agreement .

10. ASSIGNMENT

Neither party may assign its rights, responsibilities, or obligations under this Lease. However, if Lessor sells, conveys, or otherwise transfers ownership of the Premises, Lessor shall assign or cause to be assigned its rights and obligations under this Lease to the party acquiring ownership of the Premises at which time the new owner of the Premises shall become Lessor under this Lease.

11. CASUALTY; CONDEMNATION

In the event the Lease Premises is damaged by fire or other casualty, Lessee Party may terminate this Lease by providing written notice to Lessor as set forth herein. Any proceeds, payment or damages, settlements, awards, or other sums paid because of a casualty loss to the Lease Premises will be the sole property of Lessor with the exception of insurance proceeds related to Lessee's personal property or fixtures which shall be the sole property of Lessee. For purposes of this Lease, any condemnation of all or a part of the Premises is a casualty loss.

12. INDEMNIFICATION; INSURANCE

Lessee is self-insured in accordance with Title 5, Chapter 101 of the Texas Civil Practice and Remedies Code and Chapter 504 of the Texas Labor Code. Lessee will provide a letter of self-insurance upon Lessor's request. .

13. TEXAS PUBLIC INFORMATION ACT

The Parties expressly acknowledge that this Lease is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Lessor and Lessee understand and agree that either Party may receive a request under the Act and shall release any and all information necessary to comply with the Act without the prior written consent of the other. It is expressly understood and agreed that either Party to this Lease, 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 party of the request and such requesting Party shall be able to rely upon the opinion of the Attorney General received by it.

14. NOTICE

Any notice and communications permitted or required to be given under this Lease shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in an envelope with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the City at the following addresses:

City:	City of Tomball 501 James St. Tomball, TX 77375 Attention: Drew Huffman Email: dhuffman@tomballtx.gov
County:	Harris County Engineering Department 1111 Fannin Street, 11 th Floor Houston, Texas 77002 Attention: Interagency Agreement Coordinator
And To:	Harris County Precinct 3 1414 Wirt Road Houston, Texas 77055 Attention: Eric Heppen

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt. 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.

15. MISCELLANEOUS

- A. Governing Laws.** This Lease shall be governed by the laws of the State of Texas. The exclusive venue for any cause of action or claim arising out of this Lease is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas. No Party agrees to binding arbitration, nor does any Party waive its right to a jury trial.
- B. Waiver.** Waiver by either Party of a breach or violation of any provision of this Lease is not a waiver of any subsequent breach.
- C. No Personal Liability; No Waiver of Immunity.** Nothing in this Lease is construed as creating any personal liability on the part of any officer, director, or employee of the Lessor, and the Parties expressly agree that the execution of this Lease does not create any personal liability on the part of any officer, director, employee, or agent of the Lessor. The Parties agree

that no provision of this Lease extends Lessor's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Lease nor any other conduct of either Party relating to this Lease shall be considered a waiver by the Lessor of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

- D. No Third Party Beneficiaries.** Neither Party is obligated or liable to any third party other than the Party hereto for the performance of this Lease. Nothing in the Lease is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- E. Independent Parties.** This Lease is not intended to create nor shall it constitute a partnership or joint venture between the Parties. Lessor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Lessor has no authority to bind or otherwise obligate the Lessee orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the Lessee and Lessor.
- F. Taxes and Charges.** Lessor is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under TEX. TAX CODE ANN. §151.309, as amended. In the event any real property taxes are assessed against Lessor's property as a result of Lessee's use or occupancy of the premises, Lessee will pay the same prior to delinquency. Lessee shall pay prior to delinquency all taxes assessed against the fixtures, furnishings and all other personal property of Lessee located on the Property, if any.
- G. Force Majeure.** Neither Party is required to perform any term, condition, or covenant of this Lease, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such Party and which by due diligence such Party is unable to prevent or overcome.
- H. Entire Agreement; Modification.** This Lease contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any modification concerning this Lease has no force and effect unless in writing and executed by both Parties.
- I. Multiple Counterparts; Authority.** This Lease 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 Lease.

[Remainder left blank. Signature pages to follow.]

This Lease Agreement is executed by and between the undersigned as of the dates as set forth below:

LESSEE:
CITY OF TOMBALL

By: _____
David Esquivel, City Manager

Date: _____

ATTEST:

By: _____
Secretary

LESSOR:
HARRIS COUNTY, a body corporate and
politic under the laws of the State of Texas

By: _____
Lina Hidalgo, County Judge

Date: _____

APPROVED AS TO FORM
Jonathan G. Fombonne
County Attorney

By _____
Justina Preston
Assistant County Attorney
CAO File No. 26RPD0082

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 INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF TOMBALL TO CONSTRUCT A COMMUNITY CENTER IN MATHEWS PARK IN HARRIS COUNTY PRECINCT 3

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	☐	☐	☐
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 Interlocal Agreement between Harris County and City of Tomball to construct a community center in Mathews Park located in Precinct 3 for a cost not to exceed \$8,000,000.00.
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.