

**Project Agreement By and Between
Bulverde Youth Soccer Association and Comal County
Regarding Improvements to Jumbo Evans Sports Park**

**I.
Parties**

This Project Agreement ("Agreement") is entered into by and between Spring Branch Tennis Association/Spring Branch Youth Football Association ("BYSA") and Comal County, Texas ("County") and becomes effective upon execution by all of the parties.

**II.
Purpose**

The purpose of this Agreement is to describe the conditions for BYSA's Lighting Study project ("project").

**III.
Agreement**

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement, the BYSA and the County agree as follows:

**IV.
Definitions**

Budget: The Budget (or Total Project Amount) for this project is \$12,000.

Budget Shortfall: The actual cost of a Project less the budgeted amount.

**V.
County**

1. The County will provide plans and specifications for the BYSA project.
2. The County will fund up to \$11,000 for the BYSA project.
3. The County Parks Manager will manage selected architect to prepare plans and specifications for the BYSA project.
4. If the BYSA project is cancelled before design commences, the County will refund the Entity Funding in the amount of \$1,000.

**VI.
BYSA**

1. BYSA will identify one representative that the County will coordinate with in designing the BYSA project.
2. BYSA will provide Entity Funding to Comal County in the amount of \$1,000 by August 1, 2018.
3. BYSA will cover any Budget Shortfalls within 30 days of notification of a Budget Shortfall. If BYSA cannot cover the Budget Shortfall, BYSA will work with County to develop a plan to design a portion of the BYSA project. However, in the event that the County deems the project unfeasible or if a portion of the project cannot be constructed, the BYSA project will be cancelled.

**VII.
Term**

This Agreement shall begin on the date of the last signature and shall remain in force and effect until the BYSA design project is completed or cancelled.

**VIII.
Notice**

The designated representatives of the Parties shall be the following, who shall be fully authorized by their respective entities to receive notification required under this Agreement and to take any action

delegated to a designated representative under this Agreement. All notices required under this Agreement shall be given by regular mail or certified mail addressed as follows:

County: Comal County Parks Manager
195 David Jonas Drive
New Braunfels, Texas 78132

BYSA: Scott Mohler
BYSA
183 Lantana Cerro
Spring Branch, Texas 78070

**IX.
Law and Venue**

This Agreement shall be construed and enforceable in accordance with the laws of the State of Texas. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.

**X.
Immunity**

No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

**XI.
Entire Agreement**

This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties

**XII.
Execution**

The County executes this Agreement by and through the County Judge acting under the authorization of the Commissioners Court of Comal County, Texas. BYSA executes this Agreement under the authorization of the BYSA Board. This agreement shall not become effective until executed by all parties.

COUNTY OF COMAL, TEXAS

BYSA

EXECUTED on this the _____ day of _____, 2018.

EXECUTED on this the 18 day of June, 2018.

By: _____
SHERMAN KRAUSE
Comal County Judge

By: [Signature]
SCOTT MOHLER
BYSA

Attest:

Attest:

By: _____
Bobbie Koepp, Comal County Clerk

By: [Signature]
XXXXXXXXXXXXXXXXXXXX

