



WORKSHOP OF THE GOVERNING BODY RICE, TEXAS

Monday, September 29, 2025

6:00 p.m.

**Rice City Hall
305 N. Dallas Street
Rice, TX 75155**

AGENDA

1. Call to Order

2. Roll Call

**Troy Foreman
Tonya Roberts
Rosa Vasquez
Nick White
Mike Butler
Christi Campbell**

3. Pledge of Allegiance

The Pledge of Allegiance to the Flag

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

4. Texas Pledge of Allegiance

The Pledge of Allegiance to the Texas State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

5. Prayer

6. Public Forum

7. Agenda Items

a. Discuss TexPool Investment Policy

b. Discuss the MDMYA contract

8. Adjourn

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall, City of Rice, Texas, a place readily accessible to the general public at all times, on the _____ day _____ of 2025, by 5:00 p.m., and remained posted for at least 3 business days preceding the scheduled time of said meeting.

Name

Title



7a. Discuss TexPool investment policy

David Perez sent the Investment policy, and some points need to be addressed.

- III. Objectives
...of the overall portfolio may not exceed _____ months.

Diversification

- IV. Investment Strategy
V. Delegation of Responsibility
VI. Monitoring Credit Ratings
VIII. Authorized Investments

I know decisions can not be voted on in a workshop. I can go with the recommended months, but delegation of officers and a couple of the blanks need an answer in order for me to complete the policy.

Once these blanks can be filled then the Resolution can be presented in October 9th council meeting

City of RICE, TEXAS
INVESTMENT POLICY AND STRATEGY
Adopted October 9, 2025

I. INTRODUCTION

It is the policy of the City of Rice that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal while meeting the daily cash flow needs of the City and conforming to the Public Funds Investment Act (the "Act") Texas Government Code Chapter 2256. It is the intent of the City to be in complete compliance with local law and the Act.

The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. The earnings from investment will be used in a manner that best serves the interests of the City.

The purpose of this Policy is to set specific investment policy and strategy guidelines. Direct specific investment parameters for the investment of public funds in Texas are found in the Act. The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public Texas funds deposits.

II. SCOPE

This investment policy applies to all financial assets of the City and any new funds created unless specifically exempted by the City Council and this Policy.

III. OBJECTIVES

It is the policy of the City that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification and yield. Investments are to be chosen in a manner which promotes diversity. To match anticipated cash flow requirements the maximum weighted average maturity (WAM) of the overall portfolio may not exceed _____[recommended 6 months] months.

Safety

The primary objective of the investment activity is the preservation of capital. Each investment transaction shall be conducted in a manner to avoid capital losses, whether from security defaults, safekeeping, or erosion of market value. Investments in high credit quality securities and decisions based on anticipated cash needs are primary factors in providing safety.

Liquidity

The investment portfolio shall be structured to meet all expected obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow liabilities and maintaining additional liquidity for unexpected liabilities.

Diversification

The portfolio shall be diversified by institution, market sector and maturity as much as possible.

Yield

The benchmark for the commingled portfolio shall be the comparable period ____-month [*recommended 6 month*] U.S. Treasury Bill, designated for its comparability to the expected average cash flow pattern and the Policy maximum weighted average maturity (WAM) limit of ____months[*recommended 6 months*]. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified and the City's prudent investment strategy.

Cash management is the process of managing funds in order to insure maximum cash availability and reasonable yield on short-term investments. The City shall strive for a cash management program which includes timely collection of accounts receivable, vendor payments in accordance with invoice terms, and prudent investment of assets.

IV. INVESTMENT STRATEGY

The City may maintain one commingled portfolio for investment purposes which incorporates the specific uses and the unique characteristics of the funds in the portfolio. The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The City shall pursue a conservative portfolio management strategy based on a buy-and-hold philosophy. This may be accomplished by creating a ladder maturity structure with some extension for yield enhancement. The maximum maturity of any security will be ____months[*recommended two years*] and the maximum dollar weighted average maturity of ____months [*recommended 6 months*] or less will be calculated using the stated final maturity date of each security.

The investment strategy for debt service funds shall have as its primary objective the timely payment of debt service obligations. Successive debt service dates will be fully funded before any investment extensions are made.

V. DELEGATION OF RESPONSIBILITY

No unauthorized person may engage in an investment transaction and all transactions shall be executed as provided under the terms of this Policy and its supporting procedures.

Investment Officer(s)

The ____[title]____ and ____[title]____ will be designated as Investment Officers, by City Council resolution, responsible for investment decisions and activities. The Investment Officer(s) are responsible for creating and maintaining the portfolio in accordance with this Policy, providing timely quarterly reporting to the Council, and establishing supporting procedures. The City may further contract with an SEC registered investment adviser for non-discretionary management of the portfolio.

All investment officers shall attend at least ten (10) hours of training, from sources approved by the City Council, within twelve months of designation as investment officer and shall attend eight (8) hours of training every two successive fiscal years.

Investment Officers shall refrain from personal and business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Disclosure shall be made to the City Manager. An Investment Officer who has a personal business relationship within the two levels of blood or marriage with an organization seeking to sell an investment to the City who meets the parameters established in the Act, shall file a statement disclosing that relationship to the City Council and the Texas Ethics Commission.

City Council Responsibilities

The City Council holds ultimate fiduciary responsibility for the portfolio. It will designate investment officer(s), receive and review quarterly reporting, approve and provide for investment officer training, annually approve broker/dealers, and annually review and adopt the Investment Policy and Strategy.

VI. PRUDENCE AND CONTROLS

The standard of prudence to be applied to all City investments shall be the “prudent person” rule, which states:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds under the City’s control over which the officer has responsibility rather than a consideration as to the prudence of a single investment.

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall be responsible but not liable for a specific security’s credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

Internal Controls

The Investment Officer is responsible for establishing and maintaining internal controls to reasonably assure that assets are protected from loss, theft, or misuse. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived, and, the valuation of costs and benefits requires ongoing estimates and judgments by management.

The internal controls shall address the following points at a minimum:

- Control of collusion,
- Separation of transaction authority from accounting and record keeping,
- Safekeeping of owned and pledged securities,
- Clear delegation of authority,
- Written confirmation for all transactions, and
- Review, maintenance and monitoring of security procedures both manual and automated.

Annually the Investment Officer shall perform an internal compliance audit to assure compliance with requirements of this Policy and the Act. Annually, the City’s external auditor shall review the quarterly reports.

Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain the cash flow requirements of the City. The Investment Officer will analyze needs and maintain a cash flow plan to monitor and forecast cash positions for investment purposes.

Competitive Bidding

All security transactions will be made on documented competitive bid basis to assure the City is receiving the best available market rates. When-issued US agency securities should be compared to other securities available in the secondary market to determine competitiveness.

Monitoring Credit Ratings

The Act requires that securities requiring a specific credit rating must be liquidated if the rating falls below the minimum rating. The Investment Officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio for which the policy requires a credit rating. The rating should be based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the _____ of the loss of rating, and liquidation options within two days.

Monitoring FDIC Status for Mergers and Acquisitions

A merger or acquisition of brokered CDs into one bank reduces FDIC coverage. The Investment Officer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CD securities owned by the City based upon information from the FDIC (fdic.gov). If any bank has been acquired or merged with another bank in which brokered CDs are owned by the City, the Investment Officer or Adviser shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

VII. AUTHORIZED INVESTMENTS

Assets of the City may be invested only in the following instruments as further defined by the Act. If changes are made to the Act they will not be authorized until this Policy is modified and adopted by the City Council. All investment transactions will be made on a competitive basis.

A. Obligations of the United States Government, its agencies and instrumentalities with a maximum stated maturity of _____year[*recommending 2 years*] excluding mortgage backed securities.

B. Fully insured or collateralized depository certificates of deposit from banks in Texas, with a maximum maturity of _____year[*recommending two years*] insured by the Federal Deposit Insurance Corporation, or its successor, or collateralized in accordance with this Policy.

C. AAA-rated, Texas Local Government Investment Pools which strive to maintain a \$1 net asset value (NAV) AND as defined by the Act and authorized by resolution of the City Council.

D. AAA-rated, SEC registered money market mutual funds in compliance with SEC Rule 2a-7 and striving to maintain a \$1 net asset value.

E. FDIC insured, brokered certificates of deposit securities from a bank in any US state, delivered versus payment (DVP) to the City's safekeeping agent, not to exceed _____months [*recommending 12 months*] to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank on www.fdic.gov to assure that the bank is FDIC insured.

F. FDIC insured or collateralized interest bearing and money market accounts from any FDIC insured bank in Texas.

G. Share certificates from credit unions doing business in Texas which are fully insured by the National Credit Union Share Insurance Fund and with a maximum stated maturity of _____months. [*recommending 12 months*]

H. General debt obligations of any US state or political subdivision rated A or better with a stated maturity not to exceed _____months [*recommending one year*].

Delivery versus Payment

All securities shall be purchased on a delivery versus payment (DVP) settlement basis. Funds shall not be released until receipt of the security by the City's approved safekeeping depository. The depository shall provide the City with proof of ownership or claim by an original document delivered to the City.

VIII. REPORTING

Quarterly Reporting

The Investment Officers shall prepare and submit a signed quarterly investment report to the City Council in accordance with the Act giving detail information on each portfolio and bank position and summary information to permit an informed outside reader to evaluate the performance of the investment program. The report will include the following at a minimum:

- A full description of each individual security or bank/pool position held at the end of the reporting period including the amortized book and market value at the beginning and end of the period,
- Unrealized gains or losses (book value minus market value),
- Overall change in market value during the period as a measure of volatility,
- Weighted average yield of the portfolio and its applicable benchmarks,
- Earnings for the period (accrued interest plus accretion minus amortization),
- Allocation analysis of the total portfolio by market sector and maturity, and
- Statement of compliance of the investment portfolio with the Act and the Investment Policy signed by the Investment Officer(s).

Market prices for the calculation of market value will be obtained from independent sources.

IX. FINANCIAL COUNTER-PARTIES

Depository

At least every five years, a banking services depository shall be selected through a competitive request for proposal [application] or bid process in accordance with the Texas Government Code 105. In selecting a depository, the services, cost of services, credit worthiness, earnings potential, and collateralization by the institutions shall be considered. If securities require safekeeping, the RFP/bid will request information on safekeeping services. The depository contract will provide for collateral if balances exceed the FDIC insurance balance per tax identification number.

All time and demand deposits in any depository of the City shall be insured or collateralized at all times in accordance with this Policy.

Other banking institutions, from which the City may purchase certificates of deposit or place interest bearing accounts, will also be designated as a depository for depository/collateral purposes. All depositories will execute a depository agreement and have the Bank's Board or Bank Loan Committee pass a resolution approving the agreement if collateral is required.

Security Broker/Dealers

All broker/dealers who desire to transact business with the City must supply the following documents to the Investments Officer(s).

- Financial Industry Regulatory Authority (FINRA) certification and CRD #
- proof of Texas State Securities registration

Each broker/dealer will be sent a copy of the City's investment policy. If material changes are made to the policy, the new policy will be sent to the broker/dealer.

Each local government pool must be provided a copy of the City's current Investment Policy and certify to a review of the Policy stating that the pool has controls in place to assure only Policy approved investments will be sold to the City.

A list of qualified broker/dealers will be reviewed and approved at least annually by the City Council. In order to perfect the DVP process the banking services depository, or its brokerage subsidiary, will not be used as a broker.

XI. COLLATERAL

Time and Demand Deposits Pledged Collateral

All bank time and demand deposits shall be collateralized above the FDIC coverage by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, collateral will be maintained and monitored by the pledging depository at a market value of 102% of the deposited principal and accrued interest on the deposits. The bank shall monitor and maintain the margins on a daily basis.

Collateral pledged to secure deposits shall be held by an independent financial institution outside the holding company of the depository. If required, the collateral agreement with the depository shall be approved by resolution of the Bank Board or Bank Loan Committee. The Custodian or bank shall provide a monthly report of collateral directly to the City.

All collateral shall be subject to inspection and audit by the City or its independent auditors.

Authorized Collateral

Only the following securities are authorized as collateral for time and demand deposits or repurchase agreements:

- A. FDIC insurance coverage.
- B. Obligations of the United States, its agencies or instrumentalities, or evidence of indebtedness of the United States guaranteed as to principal and interest including MBS and CMO which pass the bank test.
- C. Obligations of any USstate or of a county, City or other political subdivision of any state having been rated as investment grade (investment rating no less than "A" or its equivalent) by two nationally recognized rating agencies.
- D. Letter of Credit from the FHLB.

Preference will be given to pledged collateral securities.

XI. SAFEKEEPING

All purchased securities are to be cleared to the City's safekeeping agent on a delivery versus payment (DVP) basis. All safekeeping arrangements shall be approved by the Investment Officer and an agreement of the terms executed in writing. The independent third party safekeeping agent shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip number, and other pertinent information.

XII. INVESTMENT POLICY ADOPTION

The City's Investment Policy shall be reviewed and adopted by resolution of the City Council no less than annually. Any changes made to the Policy must be noted in the adopting resolution.



7b Discuss the MDMYA contract

Original License and Use Agreement By And Between the City of Rice and Mike Dickens Memorial Youth Association was originally signed on March 31, 2022 by Robert Hager.

It has not been updated since 2022.

THE STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

**LICENSE AND USE AGREEMENT BY AND BETWEEN
THE CITY OF RICE AND MIKE DICKENS MEMORIAL YOUTH ASSOCIATION**

THIS LICENSE and USE AGREEMENT is made and entered into on this ____ day of _____, 2025, by and between the City of Rice, Texas (hereinafter referred to as "CITY"), acting by and through its City Administrator, and the Mike Dickens Memorial Youth Association (hereinafter referred to as "MDMYA"), acting by and through its Board of Directors, President or designee.

WITNESSETH:

WHEREAS, the City of Rice, Texas owns and maintains CITY parks and sports facilities located within the City of Rice, Texas and

WHEREAS, the MDMYA is comprised of various member youth sport teams for football, baseball, basketball and soccer for various age groups; and

WHEREAS, the MDMYA desires to use the CITY parks and facilities: and

WHEREAS, the maintenance and upkeep of such facilities will be required to maintain in the playability and integrity of such venues; and

WHEREAS, MDMYA and the CITY agree that the Mike Dickens Memorial Park and other city sporting properties and facilities shall be used for the purpose of providing sports opportunities for the public use.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties hereto do hereby agree as follows:

**II.
AGREEMENT**

- 2.01 The CITY and MDMYA agree, under the terms and conditions provided herein, to permit for use of the CITY sporting properties and facilities for athletic and sporting events. Sports practice, scrimmages, and games shall be conducted at the facilities.
- 2.02 The MDMYA hereby agrees, as a condition to the license granted herein, to provide a proposed facility use schedule (which identifies complexes and fields to be used) to the CITY fifteen (15) days before the commencement of each sports season. MDMYA further agrees to provide a master game and practice schedule five (5) days before the commencement of each sports season, itemizing each sports game field and practice area, indicating the starting and ending time and days of the week the field will be used for games

and practices. Once the schedule is received and approved by Parks and Recreation Director, MDMYA shall have priority to reserve the necessary fields to meet the MDMYA's games, practices and tournament schedules.

- 2.03 Game Field Status: For the purposes of this agreement, Game Field Status shall be applied to all athletic facilities provided by the CITY for the purpose of regularly scheduled sports games and tournaments.
- 2.04 A **Special License and Use Agreement** can be put in place for all MDMYA tournaments, camps and/or clinics other than that has been have been approved before the start of each season. **The proper Special License and Use Agreement must be executed with signatures of parties' approval before any event can be advertised or agreed upon to be hosted at any City of Rice athletic facility except as provided in this Agreement. All Special License and Use Agreement requests are to be made for consideration, in writing to the City a minimum of fifteen (15) days before the scheduled start of the event. If tournaments, camps and/or clinics are not a part of the MDMYA program, a rental fee will be required for each field. In addition, 20% of the gate fee and concession total at the end of the tournament will be collected by the City.**
- 2.05 The "fall sports season" shall run _____ through _____. A "fall sports season" will consist of all league games, tournaments, make up games, and camp or clinic on the game fields. The "spring sports season" shall run _____ through _____. A "spring sports season" will consist of all league games, CITY tournament, make up games, and camp or clinic on the game fields. **Tournaments outside the season(s) as defined herein will be considered with the appropriate Special License and Use Agreements.**
- 2.06 The CITY shall be responsible for all utilities and maintenance of all buildings or structures. MDMYA shall be responsible for the following cost:
1. watering;
 2. mowing and weed eating around concession stand, entrances, along fence row, outside of batting cage
 3. fertilizing;
 4. aerification;
 5. top-dressing;
 7. outlining of the fields;
 8. turf management;
 9. ballfield preparation, for league scheduled games and tournaments;
 10. concession area must be maintained in a clean manner;
 11. fences; and
 12. facility restrooms and concession stand shall be kept in a functioning and clean condition, acceptable to the City; and locked after the last game of each night,
 13. all trash in dugouts, seating areas, restrooms, inside and outside of concession area, batting cages and ball fields shall be cleaned of all trash and trash shall be taken to

provided dumpster during the games, if necessary, and at the end of the last game each night,

14. The City may generally provide some toiletry items such as toilet paper and trash bags, although the City does not have any obligation to do so. The abuse of toilet paper, soap, trash bags, or any such item will cause the City to terminate stocking of such products.

2.07 Any additional maintenance or improvements by MDMYA to the playing field surface or park facilities shall be only with permission by the CITY, by and through the City Administrator.

2.08 MDMYA further agrees to use such facilities in accordance with the following established conditions:

1. **Field Closure Policy and Procedure:** MDMYA shall cancel, delay or postpone any games, tournaments, practices, scrimmages, camps etc. if severe weather conditions are present.
2. The CITY, at its sole discretion, retains the right to close any CITY owned facilities subject to this agreement.
3. **Field Maintenance or Changes to Season Schedules:** MDMYA through their President or his/her designee shall promptly notify the CITY of all field maintenance requests, additional services or unsafe facility conditions by providing notice to the CITY. MDMYA shall notify the CITY of any and all-season schedule changes not depicted in the master schedule. MDMYA shall provide written notice to the CITY at least **forty-eight (48) hours** prior to any change request. The CITY reserves the right to grant or deny such schedule change.

2.09 The CITY shall have the sole duty and responsibility for any repairs of any permanent improvements owned by the CITY such as backstops, dugouts, spectator stands, buildings, lighting facilities, scoreboards, or other permanent structural improvements on the property.

2.10 The CITY, as the owner, shall be permitted and has the right to make, at its own expense, any alterations, or additions to any of the premises, notwithstanding any provision of this Agreement.

2.11 Upon reasonable notice to MDMYA, the CITY also reserves the right to close certain facilities even during the operational hours and may make alternate plans for the use of replacement premises or facilities.

2.12 MDMYA may not remove, in whole or in part, any improvement, facilities, or fixtures, including bleachers without the expressed written permission of the CITY and then only in the event that the removal will not subject such improvement, facilities, or fixtures to damage. Any such removal will be at the sole expense of MDMYA.

- 2.13 Parking: The CITY will provide access to parking facilities on the premises.
- 2.14 Athletic Equipment: The MDMYA may maintain related athletic equipment, installed, labeled and used by MDMYA, for the sports program in accordance with generally accepted maintenance standards, at its costs, within the property. This shall include any labor, contractual repair as needed, parts or replacement as required. Prior to any alteration or installation of such equipment, written authorization must be provided by the City of Rice.
- 2.15 MDMYA shall not post any advertising signs or banners without the prior written approval of the City Administrator.
- 2.16 City of Rice Emergency Contact Information:
1. Injury, Accident or Unsafe Condition: All known injuries, accidents or unsafe conditions occurring on CITY property will be reported to the CITY within 2 business days.
 2. Maintenance Concerns: All maintenance, irrigation, field preparation, repairs and lighting concerns are to be coordinated through the City Administrator, work (903) 326-7500.
 3. Scheduling Questions: All scheduling of facilities for games, practices, tournaments, clinics and camps are to be coordinated through the Park and Recreation Director.
- 2.17 Before MDMYA submits any grant applications, the application and all required information to be submitted, must be reviewed by the City Administrator for approval of MDMYA's detailed plan.
- 2.18 Utility bills (water and electrical) will be paid by MDMYA from the beginning of baseball/softball practice until the final game (tournament).
- 2.20 MDMYA must submit to the Parks and Recreation Director a list of the persons in charge of the following:
1. Concession
 2. Fields
 3. Softball/baseball
 4. Cheer
 5. Football
 6. Soccer
 7. Locking all doors
- These individuals will be held responsible for the condition of the restrooms, concession stand area, fields and all mowing areas listed in this agreement.

III.
GENERAL REQUIREMENTS APPLICABLE TO MDMYA
USE OF CITY PROPERTY

- 3.01 1. IMMUNITY: Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor MDMYA waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
2. INSURANCE: During the term of this Agreement, and any extensions thereof, MDMYA agrees to be responsible for any liability of injuries or damage during its use of the City's facilities. The City maintains insurance to cover its properties and facilities. The City requires all individuals and teams that use city facilities to sign liability waivers and must be available if required.
- 3.02 THIRD PARTIES: This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either the CITY or MDMYA unless such a basis exists independent of this Agreement under State or federal law.
- 3.03 NOTICE: Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered by e-mail or personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the appropriate one of the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to MDMYA:

If to CITY:

City Administrator, City of Rice
305 N. Dallas St.
Rice, Texas 75155

- 3.04 CLAIMS AGAINST PARTIES: Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of its use or occupation

of the subject facilities and property. It is expressly understood and agreed that in the execution of this contract, neither CITY nor MDMYA waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

- 3.05 TERM: The term of this Agreement shall be for a period of one (1) year commencing on the date first written above and shall thereafter be automatically renewed from year to year unless terminated sooner by either party in accordance with the terms herein.
- 3.06 CRIMINAL HISTORY PROVISIONS AND COACH CERTIFICATION: MDMYA agrees to abide by the CITY'S policy, as amended, concerning all adults acting as coach, instructor, official, or manager and all others in requirements of providing certification of criminal history clearance. A list of all persons, names and addresses who successfully pass the background check is to be turned into the CITY before MDMYA begins any league practice, games or team meetings with children. The background checks must be made available if a need arises.
- 3.07 ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.
- 3.08 SEVERABILITY: In case any one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contained herein.
- 3.09 AUTHORITY: The undersigned officers and/or agents are authorized to execute this contract on behalf of the parties hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.
- 3.10 MDMYA shall promptly report to CITY any defects or dangerous conditions it discovers on or concerning CITY property and shall cease any such use of same until such defect or condition is repaired or cured by the CITY.

IV. TERMINATION

- 4.01 Either party may terminate this Agreement with or without cause, by giving thirty (30) days prior written notice of the date of termination to the other party. This Agreement may be terminated in whole or in part and will apply only to the properties so identified in the notice of termination. Upon termination, all permanent improvements and personal property shall remain the property of the party originally constructing or otherwise paying for the same. Removal of personal property or improvements shall be subject to the terms contained herein. However, all personal property and improvements remaining on the subject real property thirty (30) days after the date of termination shall become the personal

property and improvements of the party which owns the subject real property subject to the provisions of contained herein, except as may be otherwise expressed.

**V.
REMEDIES**

- 5.01 No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**VI.
APPLICABLE LAW**

- 6.01 This Agreement is governed by the laws of the State of Texas; any venue for any action shall be in State District Court of Navarro County.

**VII.
SUCCESSORS AND ASSIGNS**

- 7.01 This Agreement is binding on and inures to the benefit of the successors, executors, administrators and assigns of the parties to this Agreement and affects the use of land and shall run with the land. MDMYA will not assign, sublet, subcontract or transfer the provisions of this agreement. This Agreement cannot be assigned without the expressed written authorization and approval of the CITY as required by law.

**VIII.
RECITALS AND ATTACHMENTS**

- 8.01 The recitals and attachments to this Agreement are incorporated herein for all purposes as if set out herein verbatim.

**IX.
TERM**

- 9.01 The term of this Agreement shall be for a period of one (1) year commencing on the date first written above and shall thereafter be automatically renewed from year to year unless changes are required or terminated sooner by either party in accordance with the terms herein.

**X.
EXECUTION**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[Signature page to follow]

Executed between the parties on the date first written above.

WITNESS:

**MIKE DICKENS MEMORIAL YOUTH
ASSOCIATION**

By: _____

By: _____
President

ATTEST:

CITY OF RICE, TEXAS

By: _____
Parks and Recreation

By: _____
City Administrator



8. Adjourn