



MEMORANDUM OF UNDERSTANDING

BETWEEN

FRIENDS OF THE LANDMARK COMMUNITY CENTER

AND

FORT BEND COUNTY, TEXAS

The following constitutes a memorandum of understanding between the **FRIENDS OF THE LANDMARK COMMUNITY CENTER ("FRIENDS")** and **FORT BEND COUNTY, TEXAS ("COUNTY")**. Each may be referred to individually herein as a "Party" or collectively as the "Parties". This memorandum shall operate between the Parties until and unless it is modified by mutual consent of the PARTIES.

FRIENDS OF THE LANDMARK COMMUNITY CENTER'S mission is to promote the interests and welfare of the **LANDMARK COMMUNITY CENTER** as a cultural, educational, health/fitness and recreational asset for the citizens of Fort Bend County and to encourage support for the services and programs of the **LANDMARK COMMUNITY CENTER**.

As a Texas nonprofit organization, **FRIENDS OF THE LANDMARK COMMUNITY CENTER** is a separate and distinct entity recognized under the laws of the State of Texas and is not affiliated in any manner whatsoever with the **LANDMARK COMMUNITY CENTER, FORT BEND COUNTY** or the **FORT BEND COUNTY PARKS AND RECREATION DEPARTMENT**.

FRIENDS OF THE LANDMARK COMMUNITY CENTER agree to identify, facilitate, and collaboratively work with private citizens and businesses, municipal, state and federal governments and other non-profit partners that have similar interests in promoting and supporting the programs, operations, policies and objectives of **LANDMARK COMMUNITY CENTER**.

FRIENDS OF THE LANDMARK COMMUNITY CENTER agree to keep the **COUNTY** informed of its long-term planning, goals and processes in support of the **LANDMARK COMMUNITY CENTER**, to ensure that the **COUNTY** is aware of said goals and policies of **FRIENDS OF THE LANDMARK COMMUNITY CENTER**.

FRIENDS OF THE LANDMARK COMMUNITY CENTER agree to publicly support the **LANDMARK COMMUNITY CENTER** and its policies and to engage in advocacy efforts in support of the **LANDMARK COMMUNITY CENTER** under the strict guidance and direction of the **COUNTY**.

Under no circumstances, whatsoever, shall **FRIENDS OF THE LANDMARK COMMUNITY CENTER** release any material or information developed or received in the performance of this Agreement without the express written permission of **COUNTY**, except where required to do so by law.

FRIENDS OF THE LANDMARK COMMUNITY CENTER agree to submit to the **COUNTY** a written report of its activities and planned strategic initiatives for **LANDMARK COMMUNITY CENTER** at the beginning of each fiscal year, and to discuss with the **COUNTY** how these initiatives might further the organization's support of **LANDMARK COMMUNITY CENTER** for the following fiscal year.

The **COUNTY** agrees to provide public space for **FRIENDS OF THE LANDMARK COMMUNITY CENTER** membership brochures and promotional materials.

The **COUNTY** agrees to provide the **FRIENDS OF LANDMARK COMMUNITY CENTER** with meeting space in the **LANDMARK COMMUNITY CENTER** for quarterly and/or at-call meetings.

FRIENDS OF THE LANDMARK COMMUNITY CENTER agree to accept an ex-officio member from the **FORT BEND COUNTY PARKS & RECREATION DEPARTMENT** administration as a non-voting presence at all **FRIENDS OF THE LANDMARK COMMUNITY CENTER** meetings; to include as agenda items, open records of all **FRIENDS OF THE LANDMARK COMMUNITY CENTER** reports, including financial reports.

FRIENDS OF THE LANDMARK COMMUNITY CENTER agree to hold at least one open business meeting annually.

FRIENDS OF THE LANDMARK COMMUNITY CENTER agree that any and all funds raised in support of **LANDMARK COMMUNITY CENTER** will be spent exclusively for **LANDMARK COMMUNITY CENTER** programs, services, activities

and/or other **LANDMARK COMMUNITY CENTER** defined needs, unless otherwise agreed to by the **COUNTY**.

FRIENDS OF THE LANDMARK COMMUNITY CENTER agree that the **FORT BEND PARKS AND RECREATION DEPARTMENT** administration has the exclusive right to accept or decline any and all gifts (whether in pecuniary or other tangible forms) made to the **LANDMARK COMMUNITY CENTER**.

COUNTY may terminate this Agreement at any time by providing thirty (30) days written notice to the **FRIENDS OF THE LANDMARK COMMUNITY CENTER**.

FRIENDS OF THE LANDMARK COMMUNITY CENTER agree that in the event **FRIENDS OF THE LANDMARK COMMUNITY CENTER** cease to operate and actively promote **THE LANDMARK COMMUNITY CENTER**, they shall formally dissolve, disband, terminate, and end the organization's existence, which shall in no way prevent the subsequent creation of another **FRIENDS OF THE LANDMARK COMMUNITY CENTER** non-profit organization in the future.

FRIENDS OF THE LANDMARK COMMUNITY CENTER VOLUNTARILY AND EXPRESSLY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, FROM AND AGAINST ANY AND ALL LOSS, LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, DEMANDS, LAWSUITS, JUDGMENTS AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM OR RELATED IN ANY MANNER TO ACTIVITIES OF FRIENDS OF THE LANDMARK COMMUNITY CENTER, ITS MEMBERS, OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT, THAT RESULTS FROM THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF FRIENDS OF THE LANDMARK COMMUNITY CENTER OR ANY OF FRIENDS OF THE LANDMARK COMMUNITY CENTER'S MEMBERS, OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

FRIENDS OF THE LANDMARK COMMUNITY CENTER hereby waive any right to sue or bring any legal action against the **COUNTY** in connection with this Memorandum of Understanding and terms and conditions described herein.

FRIENDS OF THE LANDMARK COMMUNITY CENTER bind themselves, their successors, executors, administrators and assigns to all covenants of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party.

FORT BEND COUNTY

FRIENDS OF THE LANDMARK COMMUNITY
CENTER

KP George, County Judge

Authorized Agent – Signature

Date

Antonio Martinez
Authorized Agent – Printed Name

ATTEST:

Board President
Title

Laura Richard, County Clerk

119 Avenue F, Sugar Land, TX 77498
Address

5/28/2021
Date

APPROVED:

FORT BEND COUNTY PARKS & RECREATION DEPARTMENT

Darren McCarthy, Director

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer
MARCUS D. SPENCER, FIRST ASSISTANT COUNTY ATTORNEY