

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR USE OF JONES CREEK RANCH PARK BETWEEN
FORT BEND COUNTY AND HOUSTON COMMUNITY TOOLBANK, INC.**

THIS AGREEMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Houston Community Toolbank, Inc., (hereinafter "HCT"), a not-for-profit corporation authorized to conduct business in the State of Texas.

WHEREAS, HCT desires to provide year-round access to HCT's inventory of tools and equipment to not-for-profit organizations and disaster/crises volunteers who are performing Activities throughout the County through its Community Toolbox in order to improve community engagement and help the community organization achieve a greater impact for those they serve;

WHEREAS, HCT desires to physically place the Community Toolbox container at Jones Creek Ranch Park, a park located within Fort Bend County, Texas;

WHEREAS, County through its Parks Department has researched and confirmed that adequate space is available to accommodate the Community Toolbox container;

WHEREAS, the Commissioners Court of Fort Bend County finds that this agreement is in the public interest and serves the general welfare of the community to enter into this Agreement with HCT;

NOW, THEREFORE, the parties hereby agree as follows:

1. HCT will be permitted to utilize County space in accordance with Exhibit A.
2. **Term.** This Agreement is effective as of the date signed by the parties and shall terminate September 30, 2022. This agreement shall not automatically renew; however, it may be renewed upon written agreement of the parties. It is expressly understood and agreed by the Parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated.

3. **No "tool handling fee" or any other fee/cost of any kind whatsoever shall be charged to the County or participants while the Community Toolbox container is located on County property.**
4. **Insurance.** Prior to commencement of Activity, HCT shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. HCT shall provide certified copies of insurance endorsements and/or policies if requested by County. HCT shall maintain such insurance coverage from the time Activities commence until Activities are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Activities.
 - A. HCT shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - i. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - iii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - iv. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of HCT shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
 - C. If required coverage is written on a claims-made basis, HCT warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the Activity under this Agreement is completed.

- D. HCT shall not commence any portion of the Activity under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the HCT.

5. **NOTICE.**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To Fort Bend County: Fort Bend County
 401 Jackson
 Richmond, TX 77469
 Attn: County Judge

with a copy to: Fort Bend County
 9555A Highway 6
 Missouri City, TX 77459
 Attn: Parks Director

HCT: Houston Community Toolbank, Inc.
 1215 Gazin Street
 Houston, TX 77020
 Attn: Executive Director

Either party may designate a different address by giving the other party ten days' written notice.

- 6. **Indemnity.** HCT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF HCT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF HCT OR ANY OF HCT'S AGENTS, SERVANTS OR EMPLOYEES.
- 7. **Independent Contractor.** In the performance of activities hereunder, HCT shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing Activities required hereunder shall be deemed solely as

employees of HCT or, where permitted, of its subcontractors. HCT and its agents, employees, officers, or volunteers shall not, by performing Activities pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

8. During the term of this Agreement, HCT shall comply with, and ensure that all HCT agents, employees, officers, volunteers performing Activities, or other attendees comply with, all rules, regulations and policies of County, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.
9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
10. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, HCT verifies HCT does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that HCT is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, HCT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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{EXECUTION PAGE TO FOLLOW}

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

HOUSTON COMMUNITY TOOLBANK, INC.

KP George, County Judge

Marly Maskill

Authorized Agent- Signature

MARLY MASKILL

Authorized Agent- Printed Name

ATTEST:

EXECUTIVE DIRECTOR

Title

Laura Richard, County Clerk

09/15/21

Date

REVIEWED BY:

Darren McCarthy, Parks Director

Exhibit A