

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR USE OF LANDMARK COMMUNITY CENTER BETWEEN
FORT BEND COUNTY AND THE BALLER ACADEMY**

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 The Baller Academy, a 501(c)(3) nonprofit youth sports organization authorized to conduct business in the State of Texas.

WHEREAS, The Baller Academy desires to operate a year-round community outreach and mentoring program designed to promote physical fitness, healthy eating and financial literacy to youth in under-served Fort Bend County communities through organized and supervised youth activities;

WHEREAS, The Baller Academy desires to operate the community outreach and mentoring program one evening per week from 6:30 p.m. to 8:30 p.m. at the Landmark Community Center located within Fort Bend County, Texas;

WHEREAS, County through its Parks Department has researched and confirmed that adequate space and staff are available to accommodate the program;

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 The Baller Academy;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Baller Academy 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 participation fee or any other fee/cost of any kind whatsoever shall be charged to the County or participants while The Baller Academy is operating its program on County property.**

4. **Insurance.** Prior to commencement of Activity, The Baller Academy 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. The Baller Academy shall provide certified copies of insurance endorsements and/or policies if requested by County. The Baller Academy 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. The Baller Academy 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 The Baller Academy 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, The Baller Academy 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. The Baller Academy 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 Baller Academy.

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
 301 Jackson St.
 Richmond, TX 77469
 Attn: Parks Director

The Baller Academy: The Baller Academy
 P.O. Box 1150 Fresno,
 TX 77545-1150 Attn:
 President

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

6. **Indemnity. THE BALLER ACADEMY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE BALLER ACADEMY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE BALLER ACADEMY OR ANY OF THE BALLER ACADEMY'S AGENTS, SERVANTS OR EMPLOYEES.**

7. **Independent Contractor.** In the performance of activities hereunder, The Baller Academy 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 The Baller Academy or, where permitted, of its subcontractors. The Baller Academy 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, The Baller Academy shall comply with, and ensure that all The Baller Academy 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, The Baller Academy verifies The Baller Academy 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 The Baller Academy 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, THE BALLER ACADEMY 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.

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

FORT BEND COUNTY

THE BALLER ACADEMY

KP George, County Judge

R.W. Hardy Sr.
Authorized Agent- Signature

R.W. Hardy Sr.
Authorized Agent- Printed Name

ATTEST:

PRESIDENT
Title

Laura Richard, County Clerk

9/18/21
Date

REVIEWED BY:

Darren McCarthy
Darren McCarthy, Parks Director

Exhibit A

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EXHIBIT A



M.A.S.T.E.R. Mentoring All Students
Toward Educational Rewards

THE BALLER ACADEMY
P. O. Box 1150
Fresno, Texas 77545-1150

Fort Bend Parks & Recreations
Program Request

Dear Sponsor,

June 29, 2021

Our program is designed to steer our students toward the joys and rewards of a higher education. Our primary mission is to promote physical fitness, healthy eating and financial literacy. Thank you for helping us assist in this mission. With your departments help, we would like to offer our free mentoring program to the students in our area. We are seeking a formalized agreement to provide the county this free service. Below are some important points about our program that we want to share.

1. **All participation is free.** There will be no charge for our program or demonstrations. There is however a \$16.00 insurance policy fee if a student chooses to play on one of our sports teams or extra extracurricular programs.
2. **All fees waived.** All directors, mentors, coaches, and guest are volunteers. No fee is ever charged.

We are requesting one evening at the Landmark Community Center from approximately 6:30pm to 8:30pm. We are requesting this location because it is centrally located, provides all the required equipment and is not presently at full capacity. It also has rooms for classes/meeting, a multi-sport court, and a stage for performance arts events. This location is equipped with a check in system and all our participants must pre-register through our official website. This gives us a double layer of security. Once a student registers on our site, they will be directed to the community centers registration page where they will be instructed on how to sign up for a free facility pass. Now the student will simply scan upon entry into the community center. We anticipate 20 -30 participants per meeting and would like to implement a year-around program. Another huge benefit to this location would be our ability to meet a generous group of volunteers in one location. As most of

our volunteers are parents of our participants, having adequate meeting, exercising, and lounging space would greatly enhance their desire to stay as their student is participating. Because these volunteers are giving of their time and money, we would like to offer them a comfortable place to meet, plan or work off the day's stress. The evening hours were designed so we would not interfere with school hours during the academic year. Our program is initially designed for one evening a week but will consider other added locations should the program grow. We have found that more participation is generally from Tuesday to Thursday evenings.

Below is a typical daily overview.

- 6:30pm Sign in
- 6:30pm – 6:45pm Stretching Exercise: All Participants
- 6:45pm – 7:00pm Financial Literacy: Banking, demonstration, and presentations
- 7:00pm – 7:15pm Healthy Eating: Tips, demonstrations, and presentations
- 7:15pm – 8:10pm Rotating Skill & Drill, Game Play, Performances & Contest
- 8:10pm – 8:25pm Guest Speaker
- 8:25pm – 8:30pm Closing and exit

The most important part of this programs' success is how well we market it to our community. **The best method is a colorful flyer at the location so all citizens can see it when they enter the facility.** An announcement on Fort Bend's official site would also be extremely helpful. Listing our program under the youth programs section of your site would also steer participants to our program. We will supply all the promotional material required. We will also promote the program on our official site, email marketing plan, Facebook ad (Paid and free), Instagram, Twitter, press release and good old word of mouth.

Invited Guest Include:

- Business Owners
- Body Builders
- Doctors
- Attorneys
- District Attorneys
- Judges
- Performers
- Modern Dancers
- Professional Athletes
- Collegiate Athletes
- Personalities
- Youth Entrepreneur
- TV Personalities
- Community Leaders

- Law Enforcement
- Local Clergy
- Coaches
- Strength & Conditioning

Please help us to help our area youth as we try to provide a haven as they grow. Our partnership on this request can assure that some worthy students will have a place to flourish without the fear and dangers of an unsafe environment. Thank you for your time and consideration.

Kindest Regards,

Reginald W. Hardy Sr., President