

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDMENT AND RENEWAL OF AGREEMENT

(Fort Bend County and Fort Bend Green)

This First Amendment and Renewal Agreement (“First Amendment”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and FORT BEND GREEN (“FB Green”), a Texas non-profit corporation. County and FB Green may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Pursuant to Chapter 24, Texas Parks and Wildlife Code, County desires to coordinate with citizens, municipalities, private corporations, foundations, and state and federal agencies, as necessary, to continue its efforts to increase dedicated green-space in Fort Bend County; and

WHEREAS, FB Green is a non-profit corporation created to provide a means to facilitate the planning and development of green space utilizing the entire spectrum of Federal, State and Local Government; and

WHEREAS, on December 7, 2021, County entered into that certain agreement with FB Green to help facilitate County’s efforts to increase dedicated green-space (the “Agreement”); and

WHEREAS, subject to the amendments provided herein, County and FB Green desire to amend and renew the Agreement for the continuation of services to County under the same terms and conditions.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

(1) Section 2 of the Agreement shall be amended in its entirety as follows:

- 2.1 **Plan for Use of Funds.** No later than Friday, January 31, 2023, FB Green will provide County with a written description of how funds are expected to be used for the Term of this Agreement.
- 2.2 **Summary Report of Activities and Expenditures.** No later than thirty (30) days after the termination of this Agreement, FB Green shall provide County with a summary report itemizing its activities and expenses, and any other documentation necessary to enumerate FB Green’s expenditure of funds under this Agreement. Such requirement shall survive the termination of this Agreement.

2.3 **Right to Audit.** County shall have the right to audit and inspect the books and records related to FB Green’s activities and expenditures under this Agreement. County shall notify FB Green in advance in writing of its intent to audit in order to allow FB Green adequate time to make such books and records available to County. County’s right to audit such books and records shall survive the termination of this Agreement for a period of four years.

(2) Section 3 of the Agreement shall be amended in its entirety as follows:

3. COMPENSATION

3.1 For and in consideration of the services rendered by FB Green, and subject to the limit of appropriation under Section 8, County shall pay to FB Green an amount not to exceed \$75,000.00. The Maximum Compensation to FB Green for the Services performed under this Agreement is Seventy Five Thousand and 00/100 Dollars (\$75,000.00). In no event shall the amount paid by County to FB Green under this Agreement exceed said Maximum Compensation without a County approved change order.

3.2 FB Green understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fee stated in Section 3.1 of this Agreement.

3.3 County does not waive any service guarantee provided by FB Green, but that all performance of the character and extent of services by FB Green as provided in Section 1 of this Agreement, including any changes in said services or revision of work, will be performed only when approved in advance and authorized by County.

3.4 County will pay FB Green based on the following procedures: Upon completion and receipt of the Plan for Use of Funds identified in Section 2.1 above, the County Judge shall review and approve such plan within thirty (30) days and forward such notice to the County Auditor for processing. County shall then make payment to FB Green within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

(3) Section 4 of the Agreement shall be amended in its entirety as follows:

4. TERM AND TERMINATION.

4.1 This Agreement shall be effective on January 1, 2023 and shall terminate at 11:59 p.m. on September 30, 2023 (the “Term”), unless sooner terminated in accordance with this Agreement.

4.2 Either Party may terminate this Agreement, with or without cause, and at any time, by providing at least thirty (30) days written notice to the other. Upon termination of this Agreement, FB Green shall return any unused portion of funds received from County no later than thirty (30) calendar days after the date of termination.

(4) Section 8 of the Agreement shall be amended in its entirety as follows:

8. LIMIT OF APPROPRIATION

8.1 FB Green understands and agrees that the Maximum Compensation for the performance of services by FB Green under this Agreement is Seventy Five Thousand and 00/100 Dollars (\$75,000.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. FB Green clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Seventy Five Thousand and 00/100 Dollars (\$75,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement.

8.2 FB Green does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that FB Green may become entitled to and the total maximum sum that County may become liable to pay to FB Green under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Seventy Five Thousand and 00/100 Dollars (\$75,000.00).

(5) Subsection 13.5 of the Agreement shall be amended in its entirety as follows:

13.5 Certain State Law Requirements for Contracts The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, FB Green hereby verifies that FB Green and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of

Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, FB Green does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in § 808.001 of the Texas Government Code.
- c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, FB Green does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in § 809.001 of the Texas Government Code.
- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, FB Green does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

- (6) **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, FB GREEN 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.
- (7) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
- (8) **Modifications.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. All other terms, conditions, pricing, and additional renewal terms provided in the Agreement shall remain the same.
- (9) **Conflict.** If there is a conflict among documents that make up this Agreement, this First Amendment shall prevail with regard to the conflict.
- (10) **Multiple Counterparts.** This First Amendment may be executed in multiple counterparts, each of which will be deemed an original for all intents and purposes.

{Execution Page Follows}

IN WITNESS WHEREOF, this First Amendment is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this First Amendment. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

FORT BEND GREEN



Authorized Agent – Signature

Katie Golzarri

Authorized Agent- Printed Name

Board President

Title

1/25/23

Date

AUDITOR’S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor