

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR USE OF LANDMARK COMMUNITY CENTER BETWEEN
FORT BEND COUNTY AND THE BALLER ACADEMY FY24**

THIS AGREEMENT ("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. County and The Baller Academy shall be known collectively as "the Parties" and singularly as "a Party" or "the Party."

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 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, 2024. 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, 1st Floor
Richmond, TX 77469
Attn: County Judge

with a copy to: Fort Bend County
301 Jackson Street
Richmond, TX 77459
Attn: Parks Director

The Baller Academy: The Baller Academy
22102 Cassini Ct.
Richmond, TX 77407
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. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as

amended, Contractor hereby verifies that Contractor 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, Contractor 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, Contractor 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, Contractor 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.
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.

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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

11/9/23
Date

REVIEWED BY:

[Signature]
Darren McCarthy, Parks Director

Exhibit A: FY24 Use Schedule - The Baller Academy
Exhibit B: Form 1295

I:\agreements\2024 agreements\parks\the baller academy (21-parks-101037-a2)\agreement for use landmark cc
between fbc and the baller academy agreement fy24 (kcj - 8.18.2023)

EXHIBIT A

LANDMARK COMMUNITY CENTER
FY24 USE SCHEDULE
THE BALLER ACADEMY

PROGRAMMING MEETINGS (Upon availability)

Mondays

6:30pm – 8:00pm

SKILLS TRAINING (Use of ½ Gymnasium Floor)

Mondays

6:30pm – 8:00pm

EXHIBIT B

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-933721

Date Filed:
09/14/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

THE BALLER ACADEMY
richmond, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21-parks-101037
Nonprofit Mentoring Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HARDY, REGINALD	Richmond, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Reginald W Hardy Sr. and my date of birth is [REDACTED]

My address is [REDACTED] USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fort Bend County, State of Texas, on the 15 day of Sept., 20 22
(month) (year)

R. W. Hardy Sr.
Signature of authorized agent of contracting business entity
(Declarant)