

STATE OF TEXAS

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COUNTY OF FORT BEND

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**FY2025 AGREEMENT TO COORDINATE AND FACILITATE
THE DEVELOPMENT OF PUBLIC PARKS AND RECREATIONAL LANDS**

THIS AGREEMENT ("Agreement") is made and entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, by and through the Fort Bend County Commissioners Court, and Fort Bend Green ("FB Green"), a 501(c)(3) non-profit corporation authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, Texas Local Government Code Sec. 320.044 authorizes County to enter a contract, with any person County considers necessary or convenient for purposes of acquiring, improving, equipping, maintaining, financing, and operating one or more public parks;

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, County desires FB Green to find ways to increase dedicated green-space throughout Fort Bend County by working with citizens, municipalities, the private sector, foundations, state and federal agencies, as necessary, to accomplish this task, as authorized by Chapter 24, TEXAS PARKS AND WILDLIFE CODE; and,

WHEREAS, FB Green is in need of funding in order to carry out these responsibilities; and,

NOW, THEREFORE, County and FB Green, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

AGREEMENT

1. CHARACTER AND EXTENT OF SERVICES

- 1.1 For purposes of this Agreement, "Facilitate" shall mean working to bring together appropriate public and private partners for the purpose of executing a desirable green space project. Facilitation may include identifying appropriate projects, recruiting and matching appropriate partners; assisting in project development including development of contractual agreements for ownership, maintenance and/or operation of selected green space projects, plus fund raising and public awareness campaigns, but facilitation does not include ownership, maintenance and/or operation of projects by FB Green itself.
- 1.2 FB Green shall facilitate the development of various projects included in the 2020 bond election program and will assist the County Parks Director with County-wide planning efforts, including the development of a Master Trail Plan.
- 1.3 FB Green shall identify and facilitate the development of natural areas and open spaces for recreational and conservation purposes throughout Fort Bend County.
- 1.4 FB Green shall collaboratively work with private citizens and businesses, municipal, state and federal governments and other non-profit partners that have similar interests in

preserving open space to create partnerships for qualified projects that effectively leverage available resources.

- 1.5 FB Green shall identify and pursue grants and state or federal funding, as appropriate, to reduce the local cost of green space development.
- 1.6 FB Green will not own or operate any park, open space, or natural area.
- 1.7 FB Green shall keep accurate records of all payments it makes and such records shall be promptly made available to the County upon request.
- 1.8 FB Green shall annually hire a competent CPA firm to prepare its tax return and shall timely file same with the IRS. A copy of such return shall be given to the County upon request.

2. REPORTING REQUIREMENTS

- 2.1 FY 2025 Plan for Use of Funds. No later than the end of the first ninety (90) days after the execution of this Agreement, FB Green will provide County with a written description of how funds are expected to be used in the upcoming fiscal year.
- 2.2 FY 2025 Report. No later than January 31, 2026, FB Green shall provide County with a summary report itemizing its activities and expenses, and any other documentation necessary to enumerate the expenditure of funds under this Agreement. Should the contract be terminated for any reason, FB Green will provide a written report within thirty (30) days after termination.

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 seventy-five thousand and 00/100 dollars (\$75,000).
- 3.2 All compensation due FB Green under this Agreement shall be paid as follows:
 - 3.2.1 After receipt of the Plan for Use of Funds, the County Judge shall approve such plan within thirty (30) days and forward such notice to the County Auditor for processing. County shall make such payment to FB Green within thirty (30) days of receipt by the County Auditor.

4. TERM AND TERMINATION

- 4.1 This Agreement shall commence upon approval by County and shall terminate on December 31, 2025.
- 4.2 Either Party may terminate this Agreement at any time by providing thirty (30) days written notice to FB Green.
- 4.3 Upon receipt of such notice, FB Green shall return any unused portion of funds received through this Agreement.

5. OWNERSHIP AND REUSE OF DOCUMENTS

- 5.1 All documents, data, reports, research, graphic presentation materials, etc., developed by FB Green using funds from the County as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of termination. FB Green shall be entitled to keep copies of all such items. FB Green shall promptly furnish all such data and material to County on request.

6. LIABILITY INSURANCE

6.1 FB Green shall, prior to performing services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$100,000 for each claim aggregate. The policy shall contain a clause that the insurer will not cancel or reduce the insurance without first giving County ten (10) days prior written notice. The insurance shall be with a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department prior to commencement of this Agreement.

7. NOTICE

7.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid), addressed to County or FB Green at the addresses set forth below.

7.2 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

7.3 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

If to FB Green: Fort Bend Green
 ATTN: Darrell Hawthorne, Manager
 Municipal Accounts & Consulting, L.P.
 1281 Brittmoore Road
 Houston, Texas 77043

If to County: County Judge
 Fort Bend County
 401 Jackson St., 1st Floor
 Richmond, Texas 77469

7.4 Either party may designate a different address by giving the other party ten (10) days written notice.

8. LIMIT OF APPROPRIATION

8.1 Prior to the execution of this Agreement, FB Green has been advised by County, and FB Green clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of seventy-five thousand and 00/100 dollars (\$75,000), specifically allocated to fully discharge any and all liabilities which may be incurred by County.

8.2 FB Green does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that FB Green may become entitled to hereunder and the total maximum sum that County shall become liable to pay to FB Green hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of seventy-five thousand and 00/100 dollars (\$75,000).

- 8.3 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to Fort Bend County.

9 SUCCESSORS AND ASSIGNS

- 9.1 County and FB Green bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 9.2 Neither County nor FB Green shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 9.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

10 PUBLIC CONTACT

- 10.1 Under no circumstances, whatsoever, shall FB Green release any material or information developed or received in the performance of its services hereunder without the express permission of County, except where required to do so by law.

11. INDEMNIFICATION

- 11.1 **FB GREEN SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF FB GREEN OR ANY OF FB GREEN'S AGENTS, SERVANTS OR EMPLOYEES.**

12. MODIFICATIONS

- 12.1 This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

13. MISCELLANEOUS

- 13.1 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 13.2 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.3 FB Green agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; FB Green and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

- 13.4 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.
- 13.5 CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS. For purposes of section 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:
- 13.5.1 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.
 - 13.5.2 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 section 808.001 of the Texas Government Code.
 - 13.5.3 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 section 809.001 of the Texas Government Code.
 - 13.5.4 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 section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.
- 13.6 HUMAN TRAFFICKING. BY ACCEPTANCE OF CONTRACT, 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.

{EXECUTION PAGE TO FOLLOW}

IN WITNESS WHEREOF, this Agreement 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 Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

FORT BEND GREEN



Katie Golzarri, President
Board of Directors

12/6/24

Date

ATTEST:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

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