

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PARKS MASTER PLAN UPDATE

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Knudson LP, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide services related to the update of the Fort Bend County Parks Master Plan (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is seventy-three thousand five hundred dollars and no/100 (\$73,500). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

4.1 Contractor 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-three thousand five hundred dollars and no/100 (\$73,500), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed seventy-three thousand five hundred dollars and no/100 (\$73,500).

Article V. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than one hundred and twenty (120) days thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Article VI. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article VIII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor 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 payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Article IX. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article X. Insurance

10.1 Prior to commencement of the Services, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor 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:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

10.1.2 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.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; 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 that work under the Agreement is completed.

Article XI. Indemnity

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

Article XII. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise

County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Article XIII. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work 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.

Article XIV. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so 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).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Parks and Recreation
9555 Highway 6
Missouri City, Texas 77459

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469

Contractor: Knudson LP
8588 Katy Freeway, Suite 441
Houston, Texas 77024

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Article XV. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish

County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVI. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article XVII. Assignment and Delegation

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Article XVIII. 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.

Article XIX. Successors and Assigns

County and Contractor 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 the other party, in respect to all covenants of this Agreement.

Article XX. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Article XXI. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article XXII. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article XXIII. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Article XXIV. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2014.

FORT BEND COUNTY


Robert E. Hebert, County Judge

KNUDSON LP



Authorized Agent- Signature


Authorized Agent- Printed Name


Title


Date

ATTEST:


Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 73,500⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

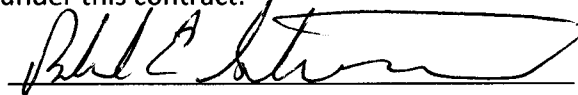

Robert Edward Sturdivant, County Auditor

EXHIBIT A

Fort Bend County Parks Master Plan Update

Knudson LP

PROJECT UNDERSTANDING

In 1997 Fort Bend County adopted its first parks Master Plan, called the *Parks Master Plan and Needs Assessment, 1997 – 2017*. In 2003, the Commissioners Court hired Knudson LP to develop a new parks master plan to meet the ever expanding need and growth of the county. A 5 year update to the 2003 plan was completed by Knudson LP in 2008.

The goal of this update is to incorporate and map new county facilities into the overall parks inventory as well as provide and update to existing conditions assessments of all county managed parks. In addition, a public and elected official engagement phase will be conducted to survey the county park users to track current utilization as well as perceived need to assist in future park planning efforts.

PROPOSED APPROACH FOR PLAN UPDATE

Task One – PROJECT INITIATION AND ELECTED OFFICIAL INTERVIEWS

- Conduct one (1) initial kick off meeting with Parks Director to confirm schedule, methodology (including public engagement, survey, GIS, updates and plan outline) and other pending discussion items relating to the Master Plan.
- Conduct one (1) interview with County Judge to review the proposed activities of the Master Plan and to determine what his initial vision, goals, survey methodology and preferred outcome for the Master Plan Update will be. During this interview, Knudson LP (KLP) will work to determine what initiatives the judge would like to see enacted that may have relevance to this Master Plan and the future of the Parks program in Fort Bend County.
- Conduct one (1) interview with each County Commissioner (four meetings total) to review the proposed activities of the Master Plan and to determine what each commissioner's initial goals and preferred outcome for the Master Plan will be as it relates to their precinct. During these interviews, KLP will work to determine what initiatives each commissioner would like to see enacted that may have relevance to this Master Plan and the future of the Parks program in Fort Bend County.
- Obtain available updated information, data, reports, and maps from various County Agencies. Knudson will provide a list of digital data requirements needed for the plan update.
- Engage five (5) local participants (one nominee from each commissioner and the judge) to serve as the preliminary Advisory Committee to assist in developing various questionnaires to be used during the Public Engagement Tasks.
- As a result of these meetings, Knudson will provide a Summary Narrative to County Parks Department on stated goals, potential future initiatives, and stakeholder or advisory committee participation recommendations from the Commissioner's Court and County Judge meetings.

Task Two – UPDATE INVENTORY OF EXISTING CONDITIONS

- Compile the following information in GIS, as available:
 - Updated demographics and population projections using available 2013 HGAC data and projections provided by Ft. Bend Economic Development Council (EDC).
 - Updated County Parks, Recreation & Open Space Inventory at time of planning effort (2014) (including data gathering, field assessment, and mapping of resources):

Fort Bend County Parks Master Plan Update

Knudson LP

- Parks and Recreation facilities – type, location and condition
- Infrastructure and support facilities
- Compliance with standards (NRPA, ADA)
- Other open space and recreation provider facilities (city, quasi-public, private) as available in GIS.
- Department staffing
- Operations and Capital budgets (next 5 years)
- Create MUD and HOA parks database in GIS based on available data including:
 - MUD Parks with name, acreage, and verified ownership data
 - HOA Parks with name, acreage, and verified ownership data
 - Trails – locate general alignment and length of major trails within MUDs, master-planned communities and residential developments with GIS. Ownership data will be provided if possible based on MUD or development boundary.
 - Greenbelts/Parkways along Major Thoroughfares – locate greenbelts along major thoroughfares and quantify length
 - Lakes, Detention Basins and Drainage Channels – locate detention basins and drainage channels within master-planned communities and residential developments and quantified acreages along with ownership information.
- As directed by Commissioner’s Court and Judge, coordinate with appropriate members of non-profits, civic organizations, or other entities on the status of available information/data relating to parks and open space. During this exercise, a list of potential project partners will be developed for use during the Survey/Engagement Phase.

Task Three – FAIRGROUNDS ASSESSMENT

- Conduct one (1) site visit to Fort Bend County Fair grounds to document current conditions, layout, and general character.
- Conduct one (1) meeting with Parks Director and Fair Grounds Operator to determine level of use, perceived improvements needed, general use of facility as well as generate a discussion on updates that could make the Fair Grounds more appealing and viable to host events.
- Review existing FBC Master Plan for Fair Ground Facility to determine what improvements are planned and what the highest and best use for the facility is.
- Provide one (1) case study on existing municipal fair grounds that have a program that the FBC Fair Grounds would like to see incorporated into their facility. Document in the case study, site photos, usage/attendance levels, events per year and narrative regarding facilities.
- Provide an exhibit showing opportunities and constraints within the site as well as existing facilities.

Fort Bend County Parks Master Plan Update

Knudson LP

Task Four – ONLINE SURVEY AND ANALYSIS

- Conduct one (1) meeting of the Preliminary Advisory Committee to craft on-line survey questionnaire. This Advisory Committee will be asked to assist in the development of the Online Questionnaire, with assistance from the Marketing Research Sub-Consultant, to determine and ensure that the pertinent information is being gathered.
- Conduct Random-Sample Online Survey - The use of a survey will assist in collecting data from residents of the County on their perceptions of the current facilities, needs for the future of the County. GIS data will also be collected to map the results of the survey.
 - Utilizing a professional market research firm, organize and conduct a random-sample online survey of County residents to obtain public perceptions and opinions for County parks and updated goals, objectives, needs, and priorities. The County will be responsible for providing links to the survey site on existing County or other appropriate existing web pages.
 - Tabulate, analyze and document the data with the formulation of goals and objectives, assessment of needs, and the development of priorities.

Task Five – Summary of Results

- Provide County with a Narrative of Current existing conditions of all County Park facilities. Include assessment of facilities, photographic record of conditions, and recommended facility updates.
- Provide County with digital GIS Data and Maps and all associated data layers of:
 - County Owned Parks and Recreational Facilities
 - County Managed Parks and Recreational Facilities
 - MUD, HOA and Master Planned Community Parks, Trails, Greenbelts and Open Space. Including ownership and associated acreage.
- Provide display quality maps to the judge and each commissioner showing parks and open space inventory. Each elected official will receive one (1) county-wide map, as well as one (1) map for their specific precinct. Additional reproduction will be the responsibility of the County.
- Conduct one (1) follow up meeting with County Parks Director to review inventory results from Study.

DELIVERABLES

Task One – PROJECT INITIATION AND ELECTED OFFICIAL INTERVIEWS

1. Kick-Off meeting including meeting minutes, updated schedule and monthly reports.
2. Summary Digital Report of meetings with County Judge and 4 County Commissioners.
3. Summary Report of Advisory Committee meeting, including draft of online questionnaire to be used during Survey Phase.

Task Two – UPDATE INVENTORY OF EXISTING CONDITIONS

1. GIS map showing current demographic and economic data for the county (2013 data).
2. GIS maps showing all FBC parks facilities as well as MUD, HOA, and Master Planned Community Parks.
3. Condition Assessment Profile Report for each county owner/leased facility. Facility information will be linked to GIS data layers.

Fort Bend County Parks Master Plan Update

Knudson LP

4. GIS data layers and tables will be provided to the County.

Task Three – FAIRGROUNDS ASSESSMENT

1. Case Study Report on comparative Fair Grounds
2. Condition Assessment Report for Fair Grounds.
3. Opportunities and Constraints Exhibit for Fair Grounds.

Task Four – ONLINE SURVEY AND ANALYSIS

1. Development of web-based survey site
2. Statistical breakdown report of survey site respondents
3. GIS map showing the locations of respondent's home and place of employment (by Zip Code).

Task Five – SUMMARY OF RESULTS

1. Display-quality maps of the following:
 - a. County Owner/Leased/Managed Facilities (2 full sized copies, plus digital PDF for additional reproduction)
 - b. MUD, HOA, and Master Planned Community Parks, Trails, Greenbelts, and Open Space (2 full sized copies, plus digital PDF for additional reproduction)
 - c. Maps will be provided on a county wide basis and individual precincts. (5 county wide maps, 4 precinct specific maps, plus digital PDF for additional reproduction)
2. Follow up meeting with County Park's Director to review results of Plan.

ESTIMATED BUDGET

LABOR FEE	
Task One – Project Initiation	
Task Two – Data Collection & Inventory Of Existing Conditions	
Task Three – Fair Grounds Assessment	
Task Four – Online Survey and Analysis	
Task Four – Summary of Results	
TOTAL KLP LABOR	\$ 40,000.00
EXPENSES	
Online Resident Survey (estimate) – Supplement to Task 4	\$11,000.00
MUD Data Base (GIS Files) – Supplement to Task 2	\$1,000.00
FBC Ortho-photography – Supplement to Task 2	\$1,000.00
MUD/HOA/Master Plan Community Parks and Trails (GIS) – Supplement to Task 2	\$18,500.00
Reimbursable Expenses (mileage, professional reproduction, etc)	\$2,000.00
TOTAL EXPENSES	\$ 33,500.00
PROJECT TOTAL	\$73,500.00

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	CONTACT NAME: PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS:														
INSURED Knudson LP 8588 Katy Freeway, Suite 441 Houston, TX 77024	<table border="1"> <thead> <tr> <th data-bbox="826 451 1437 483">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 451 1564 483">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="826 483 1437 514">INSURER A : Hartford Lloyds Insurance Compa</td> <td data-bbox="1437 483 1564 514">38253</td> </tr> <tr> <td data-bbox="826 514 1437 546">INSURER B : Hartford Accident & Indemnity C</td> <td data-bbox="1437 514 1564 546">22357</td> </tr> <tr> <td data-bbox="826 546 1437 577">INSURER C : XL Specialty Insurance Company</td> <td data-bbox="1437 546 1564 577">37885</td> </tr> <tr> <td data-bbox="826 577 1437 609">INSURER D : Sentinel Insurance Company Ltd.</td> <td data-bbox="1437 577 1564 609">11000</td> </tr> <tr> <td data-bbox="826 609 1437 640">INSURER E :</td> <td data-bbox="1437 609 1564 640"></td> </tr> <tr> <td data-bbox="826 640 1437 659">INSURER F :</td> <td data-bbox="1437 640 1564 659"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Lloyds Insurance Compa	38253	INSURER B : Hartford Accident & Indemnity C	22357	INSURER C : XL Specialty Insurance Company	37885	INSURER D : Sentinel Insurance Company Ltd.	11000	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			61SBAGJ5709	07/07/2013	07/07/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			61UECJT3889	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			61SBAGJ5709	07/07/2013	07/07/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	61WBCPO8708	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPR9708739	06/13/2013	06/13/2014	\$2,000,000 per claim \$2,000,000 annl aggr.


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Fort Bend County Parks Master Plan.

The General Liability, Automobile Liability and Umbrella Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder and the members of Commissioners Court, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Automobile Liability, Umbrella (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Fort Bend County 301 Jackson, Suite 201 Richmond, TX 77469	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Liability and Workers Compensation policies include a Waiver of Subrogation endorsement in favor of Additional Insureds as referenced above.

The General Liability, Automobile, and Umbrella policies include a blanket Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured. All policies provide a Blanket Waiver of Subrogation when required by written contract. The General Liability and Automobile policies contain an endorsement with "Primary and Noncontributory" wording with respects to the sole negligence of the named insured, when required by written contract.