

**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, 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,

WHEREAS, County has determined that this Agreement is for personal and professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code; 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 update of the County Master Plan and 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 2021 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 2021 Report. No later than January 31, 2022, 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 \$75,000.
- 3.2 All compensation due FB Green under this Agreement shall be paid as follows:
 - 3.2.1 After receipt of the FY2021 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, 2021.
- 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.

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 As required by Chapter 2271, Texas Local Government Code, FB Green hereby verifies that if it employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, that it does not boycott Israel and will not boycott Israel through the term of this Agreement.

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

13.7 By signature below, FB Green represents pursuant to Section 2252.152 of the Texas Government Code, that FB Green 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.

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 KP George

KP George, County Judge

5.25.2021

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

FORT BEND GREEN

Lynne B Humphries
Lynne Humphries, President
Board of Directors

5-12-21

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 75,000.00 to pay the obligation of Fort Bend County under this Agreement.

Robert E Sturdivant

Robert Ed Sturdivant, County Auditor

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:
2021-754884

Date Filed:
05/20/2021

Date Acknowledged:
05/25/2021

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

Fort Bend Green
Houston, 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.

19898-FY21
Development of Public Parks and Recreational Lands

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)