

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FUNDING AGREEMENT BETWEEN
 FORT BEND COUNTY AND THE GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL
 IN RE: CONSULTANT AGREEMENT
 BETWEEN FORT BEND COUNTY AND
 TIP STRATEGIES, INC.**

THIS FUNDING 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, acting herein by and through its Commissioners' Court, and the Greater Fort Bend Economic Development Council ("GFBEDC") a not for profit private corporation.

RECITALS

WHEREAS, County intends to contract with a Consultant to produce a five-year economic development strategic plan ("Strategic Plan Project"), services in which the GFBEDC mutually wishes to engage and for which the results are believed to be mutually beneficial to both Parties;

WHEREAS, to the extent that County would be subject to any competitive bidding statute under Texas State law in the selection of the Consultant; County finds that the services required for Strategic Plan Project would be exempt from bidding under both Texas Local Govt. Code, §262.024 (4) personal or professional services and Texas Local Govt. Code, §262.024 (a) (10) (as allowed by Texas Local Govt. Code, §381.004) community and economic development; and

WHEREAS, the County grants both exemptions under the County Purchasing Act and the Parties agree that TIP Strategies, Inc. ("Consultant") shall be the Consultant to perform the Services for the Strategic Plan Project and will enter into a separate Agreement with Consultant detailing same;

WHEREAS, County shall be the main Party for the administration of the Strategic Plan Project Agreement ("Consultant Agreement") with Consultant on behalf of both County and GFBEDC; and

WHEREAS, County and GFBEDC desire to enter into this Funding Agreement voluntarily to, among other things: 1) complete the Agreed Scope of Work for the Consultant Agreement, 2) set forth the Parties' intent to have the Consultant Agreement administered and coordinated by County, 3) and establish a formula(s) to calculate the respective financial share of the costs for the Consultant Agreement; and

WHEREAS, County and GFBEDC agree to fund equal shares for the Strategic Plan Project;
and

WHEREAS, this Funding Agreement is not prohibited by Texas Constitution Article III, Section 52 because County is not lending credit or making a grant to the GFBEDC.

AGREEMENT

1. Recitals. The recitations and recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement.
2. Funding Agreement – Any funds contributed for the Strategic Plan Project, shall shared equally between County and GFBEDC. All funding shall apply to the Project, and shall not be used for any activities not included in the Project. The total matching fund contribution by County and GFBEDC for the Strategic Plan Project, collectively shall not exceed shall not exceed two hundred sixty-five thousand dollars (\$265,000) unless otherwise agreed to by both County and GFBEDC by written amendment of this Funding Agreement. If for any reason certain aspects of the Strategic Plan Project, are not implemented, the cost sharing formula shall be proportionately adjusted to reduce the contribution of County and GFBEDC that otherwise would have contributed an amount in connection with the work that would have been completed. This cost sharing adjustment to reduce County and GFBEDC contribution may be done by County without an amendment to this Funding Agreement upon thirty (30) days written notice to the GFBEDC and such notice must include the new adjusted cost-share amounts.
3. Agreed Scope of Work The Parties shall work together to create and agree on a mutual scope of work to present to Consultant for the Strategic Plan Project. As a starting point, the Parties have discussed the general scope of work outlined in Exhibit A, which shall be finalized by the County and GFBEDC within 7 days of the execution of this Funding Agreement. County shall present a Scope of Work to Consultant that is agreed and initialed by both County and GFBEDC.
4. Contracting – County and GFBEDC agree that County shall be the Party that contracts with the Consultant for the Strategic Plan Project and shall be considered the Contracting Party. The Consultant Agreement requires the Consultant to look solely to County for payment of the funds contributed by the Parties and look solely to County to resolve any issues with the Consultant Agreement. County shall reasonably consult with GFBEDC during negotiations with Consultant for the Strategic Plan Project, but GFBEDC sole option if GFBEDC does not agree with the final agreement between County and Consultant is to decline to issue the first payment within 60 days of execution of this Agreement.
5. Consultant Agreement for Strategic Plan Project- The Parties agree that the terms and conditions for bidding, awarding, entering into, and administering the Consultant Agreement shall be governed by a separate agreement to be entered into by County and the Consultant.

6. Agreement with Third Party Consultant The Parties agree that this Funding Agreement does not constitute an agreement to move forward with or participate in the
7. Supervision of Strategic Plan Project – County shall be responsible for coordinating the activities of the Consultant in accordance with applicable law. County shall be responsible for ensuring adherence to the scope of work in Exhibit A. County shall notify GFBEDC regarding all change orders, including any proposed cost and scope changes, and shall offer GFBEDC reasonable time to comment. Unless an increase in costs for the Strategic Plan Project is agreed to by GFBEDC, no proposed change in the cost of the Strategic Plan Project may be implemented by County.
8. Payment – GFBEDC shall issue payment in the amount of thirty-three thousand one hundred twenty-five dollars (\$33,125) to County within 30 days of the execution of this Agreement. Thereafter, GFBEDC will pay a monthly payment for a term of 6 months of sixteen thousand five hundred sixty-two dollars and fifty cents (\$16,562.50) by the 30th day of the month. Receipt of first payment from the GFBEDC, will cause County to issue the Notice to Proceed to Consultant for the Strategic Plan Project.
9. Invoices- County shall require Consultant to copy GFBEDC on every invoice sent to County. GFBEDC shall review such invoices and notify the County Director of Economic Opportunity & Development within 15 calendar days if GFBEDC objects to Consultant's invoice so that County may dispute the invoice with Consultant and withhold payment to Consultant pending verification of satisfactory work performed
10. Term of Funding Agreement; Withdrawal – This Funding Agreement is effective upon execution by County and GFBEDC. The Agreement shall continue in effect until the Strategic Plan Project is completed and all payments due to Consultant under the Consultant Agreement are made, unless earlier terminated or extended by written agreement of all Parties. GFBEDC may withdraw from this Funding Agreement sending notice to County in accordance with the notice provision of this Funding Agreement. However, prior to withdrawing, GFBEDC must be current on all financial obligations resulting from this Funding Agreement. Once GFBEDC withdraws from the Funding Agreement it will no longer be a participant in the Strategic Plan Project. Further, GFBEDC forfeits any funds contributed prior to withdrawing, unless it is later determined that certain aspects of the Strategic Plan Project were not implemented and GFBEDC's contribution should have been reduced in which case the GFBEDC shall be entitled to a reimbursement, which reimbursement must be paid by County no later than 60 days from the date of the final payment to the Consultant for the Strategic Plan Project Withdrawal is effective 60 days after the date of written notice to County by the GFBEDC.
11. Books- County shall preserve the books, records, charges and other records relating to all such costs and make them available during reasonable business hours in order for

FBCGEDC to inspect to the extent necessary to verify their accuracy. If any such inspection reveals any inaccuracy in such billings heretofore made, the necessary adjustment shall be promptly made by County.

12. **Force Majeure.** If any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than the payment of money, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with reasonable diligence. The term "force majeure", as used herein, shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or any agency, department or branch thereof, or the State of Texas or any agency, department, branch or political subdivision thereof, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, which are not within the control of the Party claiming such inability, and which such Party could not have avoided by the exercise of due diligence and care.
13. **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.
14. **Requests for Information:** GFBEDC is a not for profit private corporation¹ and if County receives a request for public information from any party for records that have been marked as Confidential and Proprietary by the GFBEDC, County shall not release those records but shall comply with Texas Government Code Section 552.305 and provide GFBEDC with notice of the request and instructions for how the GFBEDC may submit their own comments to the Texas Attorney General for why the information ought not be disclosed. At no time, will the County be required to disregard a ruling from the Texas Attorney General requiring the release of information even if the information has been marked Confidential and Proprietary.
15. **Assignability.** This Agreement shall not be assignable, in whole or in part, without first obtaining the written consent of the other Parties, which consent shall not be unreasonably withheld.
16. **Successors and Assigns.** County and GFBEDC 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.

¹ See OR2015-14855, Texas Attorney General Opinion, July 21, 2015 Ref: 10#570346, included for reference purposes only

17. **Regulatory Agencies.** This Agreement shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and of any regulatory body having jurisdiction.
18. **No Additional Waiver Implied.** The failure of any Party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by any other Party hereto, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.
19. **Parties in Interest.** This Agreement shall be for the sole and exclusive benefit of the Parties and their permitted successors and assigns and shall not be construed to confer any rights upon any third party.
20. **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.
21. **Notices.** All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

To County: Fort Bend County Judge
 401 Jackson
 Richmond, Texas 77469

Copy to: Fort Bend County
 Economic Opportunity & Development Director
 401 Jackson Street
 Richmond, Texas 77469

To GFBEDC: Greater Fort Bend Economic Development Council
 Attention: Jeff Wiley
 One Fluor Daniel Drive
 Sugar Land, Texas 77478

22. **Certain Law Requirements-** For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, GFBEDC hereby verifies that GFBEDC 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, GFBEDC 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.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, GFBEDC 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.
 - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, GFBEDC 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.
23. Human Trafficking- BY ACCEPTANCE OF AGREEMENT, GFBEDC 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
24. Authority – Each of the persons executing this Funding Agreement on behalf of each Party represents and warrants that he or she has the authority to execute this MOA on behalf of such Party and has the authority to bind the Party to the performance of its obligations hereunder.
25. Counterparts - This Funding Agreement may be signed in counterparts, and each counterpart shall be deemed an original, but all of which shall constitute one and the same instrument.
26. Amendment – This Funding Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by all Parties.
27. Entire Agreement – This executed instrument is understood and intended to be the final expression of the County and GFBEDC's agreement and is a complete and exclusive statement

of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in multiple copies, each of equal dignity, as of the date and year first herein.

FORT BEND COUNTY



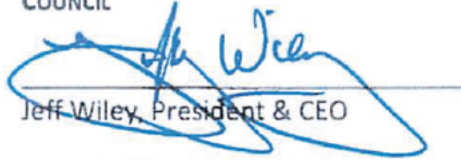
County Judge K.P. George

K.P. George, County Judge

February 7, 2023

Date

GREATER FORT BEND ECONOMIC DEVELOPMENT
COUNCIL



Jeff Wiley, President & CEO

1-31-2023

Date

ATTEST:



Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Fort Bend County under and within the foregoing Agreement.



Robert E. Sturdivant, Auditor

Exhibit A: Scope of Work TIP Strategies, Inc. dated January 2023

Reviewed:



Carlos Guzman

Director

Economic Opportunity & Development

Exhibit A:

Scope of Work TIP Strategies, Inc.

dated January 2023

EXHIBIT A – SCOPE OF WORK:

Estimated time frame for completion seven (7) to nine (9) months from contract execution

1. **DISCOVERY | (Joint FBEDC and County Phase)** We begin by reviewing available materials, visiting with knowledgeable sources, and conducting a targeted analysis of relevant trends to create a common foundation for the planning process.

1.1 **Project launch |** At the outset of the engagement, we focus on establishing clear and effective communication and defining roles for the County and FBEDC to maintain the spirit of cooperation, which is the cornerstone of a successful project.

- **Kickoff meeting.** The kickoff meeting provides the opportunity to discuss objectives, define success factors, identify stakeholders and partners, formalize the outreach strategy, and review the team's expectations for the engagement.
- **Team check-ins.** Throughout the engagement, TIP will facilitate regular check-ins with the executive project teams for the County and the FBEDC. These teams will be comprised of appropriate staff and leadership and will be responsible for attending meetings, providing input, and reviewing deliverables.

1.2 **Planning context |** The TIP team will examine the policies, relationships, and organizational priorities that will influence the planning process. The results will be expanded in subsequent phases and help shape our recommendations.

- **Policies.** Reviewing background documents allows us to build on existing knowledge and to better understand current initiatives and programs that may be relevant to this work.
- **Relationships.** A scan of the partner network will help define existing relationships in the county and the region, highlight gaps, and identify potential partnerships.
- **Priorities.** Discussions with the appropriate staff will ensure our team has a full picture of economic development activities and priorities in the county.

1.3 **Economic context |** Our analysts will prepare a targeted assessment of factors that define Fort Bend County's overall competitiveness as a commercial development region and are of greatest concern to economic decision makers. Our analysis will be tailored to meet project objectives and to take advantage of available data resources. Where possible, we will look at data disaggregated by ethnicity and race. Findings will be provided in an interactive format.

1.4 **Stakeholder engagement |** We will design a custom input process that engages the appropriate groups for a successful planning effort. Our goal is to design a strategy that: engages the broadest possible constituency; provides meaningful information to the planning process; raises awareness of economic issues; and builds support for the outcome.

- **Advisory group.** TIP will facilitate four meetings with an advisory group comprised of client partners (EDC and County) who will provide feedback on interim work products and direction for the strategic plan.

Roundtables. We will hold 10 to 12 roundtables that encourage productive discussions around a targeted set of topics. They are typically conducted with employers, elected officials, human resources specialists, education and training providers, real estate professionals, cities within the county, and other experts to gather information about trends, barriers, opportunities, and assets that will shape our recommendations. Roundtable composition and topics will be determined by the EDC and County. TIP understands and acknowledges that meetings of elected officials are

subject to the Texas Open Meetings Act and will obtain confirmation from the County's Director Economic Opportunity & Development that any proposed exchanges are not in violation of law.

→

→ **Governance interviews.** Where appropriate and not in conflict with the Texas Open Meetings Act (see above), TIP will solicit feedback from the EDC and County's governing bodies (e.g., FBEDC Executive Committee and County Commissioners) on issues that may not surface in a collective setting.

→ **Interactive tools.** To expand participation in the process, we can facilitate the use of social media, online surveys, and other interactive tools. These tools help engage stakeholders, gather anecdotal information about assets and challenges, and increase buy-in among the broader community.

- 1.5 **Competitive position** | Findings from the Discovery phase will be used to summarize Fort Bend County's competitive position. In addition to considering strengths, weaknesses, opportunities, and threats that emerge from this work, our analysis will highlight factors that differentiate the area from the competition. The results will suggest potential opportunities and target sectors that will drive our work in later phases.

PHASE 1 DELIVERABLES

- Facilitation of client team meetings and stakeholder activities, including electronic copies of any presentations (PowerPoint).
- Economic Explorer workbook that allows users to interact with data describing the economic health of the County, including comparisons to the state, the US, and relevant peers (Tableau Reader and/or publicly accessible link, e.g., recent [analysis](#) for Thrive Spokane).
- Preliminary findings (SWOT) from competitive positioning task for inclusion in the final strategic plan, which shall be clearly marked a preliminary findings

2. **OPPORTUNITY | (Joint FBEDC and County Phase)** *Building on our Discovery phase findings and a review of best practices, we identify which opportunities are likely to have the greatest potential for success.*

- 2.1 **Strategic direction** | Working closely with the FBEDC and Fort Bend County, we will ensure each organizations' vision and mission align with the strategic direction that emerges from the Discovery phase. In addition, we will help craft a set of guiding principles that will embody the goals and objectives of the planning process. This step will provide a framework that both points to recommended actions and establishes priorities among available alternatives.
- 2.2 **Target industries analysis** | TIP's methodology for target industry analysis is responsive to today's workforce environment. For more traditional economies, we define targets by grouping EDA-defined industry clusters and subclusters. For evolving economies with emerging technologies and activities, we begin with a short list of aspirational or representative employers in the desired sector and/or a specific pool of local skills or assets. For each target, we then analyze US job postings from the most recent 12-month period. This approach differs from an industry-occupation staffing matrix, which can be dated and unclear as to where hiring demands are tightest. Carefully selected samples of recent job postings allow us to identify a target's most sought-after occupations and specialized skills in (near) real-time. Using interactive "what if" tools, we then analyze the region's workforce readiness for targeted investments and pose strategic questions about the alignment of the local talent pipeline with the current needs of employers. Using an equity lens, TIP's analysis also documents patterns of occupational participation by race, ethnicity, gender, and age. Living wage thresholds are considered

for a mix of family household situations. This approach equips communities with the information they need to plan for an inclusive, target-ready workforce. Findings will be provided in an interactive format.

- 2.3 **Commercial property trends** | TIP will prepare a countywide analysis of real estate fundamentals for major commercial or "investible" property types using a combination of public and proprietary data. The analysis will cover supply and demand trends to identify market opportunities for Fort Bend County's real estate product. We will review key real estate market indicators, including rents, vacancies, and construction deliveries, as well as the underlying drivers of demand in the key property types. Emphasis will be placed on understanding the extent to which available greenfield sites and redevelopment opportunities align with targeted sectors and workforce capacity (see Task 2.2).
- 2.4 **Best practices** | Drawing on our team's extensive network and our work in prior tasks, we will research national best practices related to commercial property development and redevelopment that may be a fit for Fort Bend County. For each best practice identified, we will provide a brief profile outlining the approach along with any available information on how the program or initiative was implemented. The results of this task will help shape our recommendations and will be integrated into the final deliverable where appropriate.
- 2.5 **Opportunity workshop** | The culmination of this phase is a facilitated discussion of potential strategies and opportunities for consideration in the Implementation phase. The purpose of the workshop will be to build consensus on inclusive economic development priorities for Fort Bend County and provide direction for the EDC, the County, and key partners when addressing large assets and long-range transformational projects. The outcome will be a set of prioritized strategies and focus areas, along with a collaborative framework for aligning available resources to accomplish them.

PHASE 2 DELIVERABLES

- Confirmation of strategic direction, including guiding principles for inclusion in the strategic plan.
- Interactive workbooks allowing users 1) to explore Fort Bend County's labor force relative to the needs of identified target sectors and to model potential workforce demands, and 2) review commercial property trends (Tableau Reader).
- Summaries of relevant best practices for inclusion in the strategic plan (Word and/or PowerPoint).
- Facilitation of Opportunity workshop, including electronic versions of any presentations prepared for the event (PowerPoint).

3. **ORGANIZATIONAL | (Specific Plans Developed for each Organization FBEDC and County)** *A review of roles and responsibilities resulting recommendations for structuring a collaborative and effective approach to economic development in Fort Bend County.*

- 3.1 **Organizational model** | TIP will research successful other county-level collaborations that could serve as a model for aligning the economic development efforts of the FBEDC, the County, and multiple cities within Fort Bend County. The results of this research will be presented for discussion with the objective of selecting an approach that would be most effective for Fort Bend County.
 - **Research.** For each "best in class" example identified, we will provide a brief profile outlining highlights from the work, such as organizational structures, the alignment of resources and responsibilities, and recent significant successes. The results of this task will help shape our recommendations.
 - **Discussion.** Our team will convene the leadership to review and evaluate the potential models for structuring the newly created County Economic Development department and its relationship to the FBEDC and other partners. Additional internal interviews will be conducted as needed.

Understanding how the County and FBEDC will connect to and support partner initiatives will be an important consideration in defining the structure and prioritizing focus areas. Once a broad structure is agreed upon, it will guide the remaining tasks in this phase.

- 3.2 **Organizational strategy** | Our team will work with the FBEDC and the County to prepare separate and detailed organizational strategies for each Party that conform to the approach agreed upon during Task 3.1. The strategies will set a direction for each organization, including a well-defined vision and mission statement, as well as clearly delineated focus areas and high-level goals.
- 3.3 **Organizational operations plan** | Our team will also develop an operations plan for each Party that provides the mechanism for implementing the organizational strategy. Each detailed, actionable plan will address the following.
- **Staffing and budget.** TIP has experience assisting with economic development leadership and staffing across different program areas. This component will provide guidance on topics such as staffing needs, job descriptions, and estimated operations and program budgets.
 - **Performance measurement.** The team will work with staff of each organization to define metrics that are manageable and meaningful, focusing on data that can be reasonably obtained and that provides useful information. For each recommended metric, we will provide definition, data source, and frequency; baseline and target values; and responsible party.
 - **Coordination and communication.** Ensuring that each Party's program of work is coordinated with and communicated to an array of internal and external partners will be a priority. Considerations include identifying potential mechanisms, tools, and platforms to foster engagement and assigning responsibility for producing, managing, and distributing content metrics.
- 3.4 **Presentation** | We will assist with presenting the final FBEDC organizational strategy to FBEDC leadership and the final County organizational strategy and operations plan to the Fort Bend Commissioners Court for appropriate action by the Court.

PHASE 3 DELIVERABLES

- Examples of potential organizational models for discussion (PowerPoint).
- Independent written document highlighting key takeaways along with recommended FBEDC organizational strategy and operations plan (Word/PDF).
- Independent written document highlighting key takeaways along with recommended County organizational strategy and operations plan (Word/PDF).
- Separate presentations of final County plan to Fort Bend Commissioners Court and FBEDC Plan to FBEDC leadership (PowerPoint).

4. **IMPLEMENTATION | (Joint FBEDC and County Phase)** *We provide a transparent, actionable plan for achieving the identified goals and objectives.*

- 4.1 **Strategic plan** | Using findings from prior phases, coupled with the experience of the consulting team, TIP will prepare a five-year strategic plan to guide economic development in Fort Bend County. In addition to outlining specific goals and strategies, the plan will highlight relevant findings from our quantitative analyses and stakeholder input. Together with the implementation matrix (see Task 3.2), the resulting document will provide specific recommendations and tools needed to implement a strategy that reflects each of the leadership's vision for inclusive and impactful economic growth and aligns organizational resources to achieve that vision.

4.2 **Implementation matrix** | TIP will prepare a matrix that delineates the implementation of the countywide economic development strategy. The matrix will reflect the roles and responsibilities mutually agreed to by the EDC and the County and will accomplish the following.

- Identifies responsible parties and potential partnership opportunities.
- Establishes timelines and sets priorities.
- Includes budget estimates (where applicable) and identifies potential funding sources.
- Defines meaningful and realistic performance metrics.

4.3 **Final presentation & workshop** | Once the strategy is finalized, we will present the recommendations to the leadership. To build momentum for implementation, we will also facilitate an Implementation workshop focused on near-term tasks in conjunction with the final presentation. We have found this step capitalizes on the energy that is typically present at the rollout and helps to "jump start" the process.

PHASE 4 DELIVERABLES

- Written document highlighting key findings from analytical and qualitative tasks along with recommended goals, strategies, and actions (Word/PDF).
- Matrix for tracking progress on goals, strategies, and actions including lead role, potential partners, and timeframe (Excel).
- Presentation of final strategic plan to the County and FBEDC leadership and facilitation of Implementation workshop, including copies of any presentations (PowerPoint).

SCOPE OF WORK REVIEWED

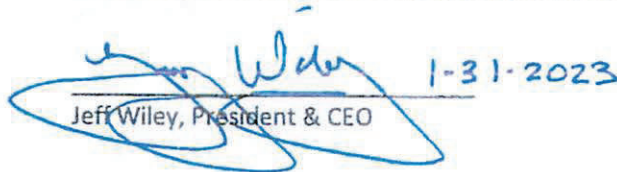
per Section 3 of the Funding Agreement (below is not a Contract Execution with TIP)

For County:



Carlos Guzman
Director Economic Opportunity & Development

For Greater Fort Bend Economic Development Council:



Jeff Wiley, President & CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2023

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Kaydey Brewster
McDonald & Wessendorff Insurance	PHONE (A/C, No, Ext): (281) 342-2857
611 Marton Street	FAX (A/C, No): (281) 342-7367
	E-MAIL ADDRESS: kaydey@mcwess.com
Richmond TX 77469	INSURER(S) AFFORDING COVERAGE
	INSURER A: Valley Forge Insurance Company
	INSURER B: Continental Casualty Company
	INSURER C:
	INSURER D:
	INSURER E:
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:			07/16/2022	07/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EPLI \$ 50,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED NON-OWNED AUTOS ONLY			07/16/2022	07/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			07/16/2022	07/16/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A		07/16/2022	07/16/2023	<input checked="" type="checkbox"/> PER STATUTE <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
B	Professional Liability			01/27/2023	07/16/2023	Each Occurrence \$ 1,000,000 Aggregate \$ 1,000,000

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

The general liability and auto liability policy include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability policy contains a special endorsement with "primary and non-contributory" wording. The general liability, auto liability and workers compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

CANCELLATION

Fort Bend County 401 Jackson 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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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

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

Greater Fort Bend EDC
Sugar Land, TX United States

Certificate Number:
2023-976309

Date Filed:
01/26/2023

Date Acknowledged:
02/08/2023

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.

13704

Funding Agreement between Fort Bend County and Fort Bend EDC regarding consulting agreement with Fort Bend County and TIP Strategies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wiley, Jeffrey	Sugar Land, TX United States	X	

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)