

**CONTRACT BETWEEN THE  
THE CITY OF SUGAR LAND AND  
KEEP SUGAR LAND BEAUTIFUL**

**RECITALS:**

WHEREAS, Keep Sugar Land Beautiful (“KSLB”), a Texas non-profit corporation and 501(c)(3) organization, has been established to support the City of Sugar Land (“City”) by providing education, programs, and volunteers to promote litter and waste reduction, education regarding storm water, recycling, water conservation, and environmental awareness and beautification and reforestation projects; and

WHEREAS, KSLB and the City wish to enter into this Contract under which KSLB will organize, coordinate, publicize, and provide volunteers for agreed-upon events and programs in consideration of the City providing funding to KSLB; and

WHEREAS, the City Council has determined that the KSLB programs that promote environmental education, awareness and beautification will provide a valuable public service to the City; NOW, THEREFORE;

**AGREEMENT:**

In consideration of the mutual promises and commitments of each, the City and KSLB agree as follows:

**1. KSLB Support of City Funded Programming.** KSLB will:

- a. Provide environmental education and outreach programs in cooperation with the City of Sugar Land;
- b. Provide volunteers and administrative services for the Sugar Land Earth Day Celebration and other mutually agreed upon programs;
- c. Schedule and coordinate performances in local schools regarding environmental education;
- d. Publicize and promote City environmental programs; and
- e. Provide administrative services, volunteers, and education for the storm drain marking and water quality monitoring programs.

**2. KSLB Funded Programming.** KSLB will:

- a. Coordinate, organize, and publicize the annual Don’t Mess with Texas Trash Off (City-wide litter collection);

- b. Coordinate, organize, and publicize the Sugar Land Earth Day Celebration Event;
- c. Provide a Speakers Bureau to enhance community education and outreach in cooperation with the City of Sugar Land;
- d. Provide programming to promote environmental and beautification awareness within the City of Sugar Land;
- e. Provide volunteers, signs, and administer the daily operations of Adopt-A-Spot (City installs signs);
- f. Provide education and assistance for school recycling programs in the City of Sugar Land;
- g. Provide education and assistance to commercial businesses to implement or enhance recycling programs;
- h. Provide administration, volunteers, and trees for Trees Across Sugar Land;
- i. Provide at least one Planet Earth Carts (“PEC”) to each school in the City of Sugar Land, if requested by the school and provide additional PECs to a school if the KSLB has PECs available or funds to purchase them; and
- j. Provide administrative services, volunteers, and native pollinator seeds for Pollinator Meadow Party.

3. **Reporting.** KSLB will provide the City with:

- a. An annual report of its activities, including storm water activities;
- b. Annual financial reports;
- c. Annual reports for the Adopt-A-Spot program; and
- d. Annual reports identifying the programs or events and the number of volunteers and hours worked for each program or event.

4. **City to Provide Funding.** Subject to the funding provisions of this Contract, the City will grant or cause to be granted to KSLB a sum of money equal to \$1.14 per capita on or before January 15 for each year of the contract, beginning January 15, 2023.

The \$1.14 per capita funding for the initial term is \$126,569.64. Thereafter, in each renewal term the City will use the most current population data for the City of Sugar Land to calculate the per capita funding amount. All payments are subject to the provisions of this Contract.

5. **Use of Funds.** The City funds may only be used by KSLB for activities and services directly related to providing litter and waste reduction, storm water education, recycling, environmental awareness, and beautification projects in and for the City of Sugar Land.

6. **Term and Termination.**

- a. The initial term of this Contract term is effective on the last date of the dates executed by the City and KSLB and terminates on December 31, 2027. On the specified termination date, this Contract automatically renews for three successive one-year terms unless one of the parties gives written notice of termination of the Contract to the other parties at least 30 days prior to date the specified termination date.
- b. Notwithstanding any other provisions of this Contract, if this Contract provides for the City to make payments to KSLB in any fiscal year following the City's fiscal year in which this Contract begins and the City's city council fails to appropriate funds to make the payments, then this Contract automatically terminates at the beginning of the first day of the successive fiscal year for which funds were not appropriated, and the City shall not be obligated to make or have any liability to KSLB for the payments.

7. **Liability.** KSLB agrees to execute the Agreement to Hold Harmless attached hereto as Exhibit "A", for all of its activities under this Contract. KSLB will also have its volunteers sign a waiver acknowledging that the City is not responsible for any injuries they incur as a result of KSLB's participation in this Contract.

8. **Entire Agreement.** This Contract represents the entire agreement between the City and KSLB and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only by written instrument signed by both parties.

*[Signature Page Follows]*

**CITY OF SUGAR LAND**

By: \_\_\_\_\_  
Name: Michael W. Goodrum  
Its: City Manager  
Date: \_\_\_\_\_

ATTEST/SEAL:

\_\_\_\_\_  
Thomas Harris, III, City Secretary

APPROVED AS TO FORM:

*DAnn Shea Smith*

**KEEP SUGAR LAND BEAUTIFUL**

By: *V. Gist*  
Name: Vicki Gist  
Its: Executive Director  
Date: 12/16/2022