

AGREEMENT

THE STATE OF TEXAS §

COUNTIES OF HARRIS AND MONTGOMERY §

THIS AGREEMENT, made and entered into by and between THE CENTER FOR HOUSTON'S FUTURE, a 501(c)(3) organization (the "Center"), and THE WOODLANDS TOWNSHIP (the "Township"), a political subdivision of the State of Texas and successor by name change to Town Center Improvement District of Montgomery County, Texas, created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (the "Act"), acting herein by and through its Board of Directors and pursuant to a resolution duly adopted by its Board of Directors and pursuant to the authority contained in the Act.

RECITALS

WHEREAS, the Township is organized and exists for the purposes, among others, of promoting, developing, encouraging and maintaining employment, commerce, economic development and the public welfare within the Township; and

WHEREAS, the Township is authorized by the Act to contract for improvement projects and services, including economic development services, in furtherance of the Township's purposes; and

WHEREAS, the Center serves to advance the greater Houston region as one of the premier global communities in which to live and work by engaging the community to plan for the long term and to act strategically for the future economic, physical, social and cultural well-being of the greater Houston region through research, facilitation and collaboration; and

WHEREAS, the Township and the Center have determined to enter into this Agreement for the provision of certain services by the Center to the Township; Now, therefore,

AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, benefits and agreements hereinafter set forth, the parties contract and agree as follows:

I.

The Township agrees to provide general purpose funding for the Center at the annual rate of \$15,000 for the calendar years 2010 and 2011.

II.

The Center agrees to assist and support the Township in the accomplishment of the Township's purposes by:

- Providing the Township with notice of the Center's semi-annual business/civic leadership forums for the purpose of discussion and examination of emerging issues and creative solutions;
- Notifying the Township of the Center's periodic symposiums and workshops relating to water quality, flood control, restorative supply and usage, litter and graffiti, abandoned land usage, billboards/signage, green building and similar topics;
- Providing the Township with notice of the Center's activities in regional or metropolitan scenario planning that may affect the Township's governmental functions;

- Notifying the Township of the Center's town hall meetings concerning the regional economy, growth, healthcare, transportation, disaster preparedness, the environment and similar issues;
- Provide the Township with notice and opportunity to attend or, if feasible, to participate in, collaborative regional leadership discussions for the region and metropolitan area;
- Provide the Township with the opportunity to attend the Center's annual luncheon and keynote speaker presentation;
- Provide the Township with notice of the Center's periodic informal community engagement events relating to the Center's efforts to advance the Houston metropolitan region as one of the top global communities in which to live and work;
- Provide the Township with access to completed research projects and database materials maintained by the Center;
- Provide the Township with the opportunity to attend and, if feasible, to participate in, planning discussions concerning economic development infrastructure that will make the greater Houston metropolitan area and the Township economically attractive and competitive;
- Where feasible, to provide the Township with, or with access to, completed research, database materials and reports of the Center concerning the foregoing which may be beneficial to the Township in the accomplishment of its governmental purposes;
- If feasible, to brief the Township's Board of Directors annually on the programs and activities of the Center that might beneficially impact the Township in the discharge of its governmental functions in the accomplishment of its governmental purposes;

III.

The annual payment by the Township to the Center for the calendar year 2010 shall be made on or before November 1, 2010, and the annual payment for the calendar year 2011 shall be made by the Township to the Center on or before July 1, 2011.

IV.

The parties acknowledge and agree that in performing its obligations under this Agreement, the Center shall be acting as an independent contractor and not as an employee or agent of the Township.

V.

The sole obligation of the Center to the Township hereunder is to use reasonable efforts to provide the services described in this Agreement. Should the Center fail, for any reason, to carry out its obligations under this Agreement, the sole remedy of the Township shall be to terminate this Agreement.

VI.

This Agreement shall be in effect as of January 1, 2010, and shall continue in force and effect until December 31, 2011, unless sooner terminated by the Township.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the 1st day of January, 2010.

THE WOODLANDS TOWNSHIP

By: _____
Don T. Norrell, President/General Manager

Date: _____

DRAFT

THE CENTER FOR HOUSTON'S FUTURE

By: _____

Title: _____

Date: _____