



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 11/02/26

Item Title: MOA Between Texas Trees X Action
Foundation and Brownsville ISD Information
for Tree Planting Project Discussion

BACKGROUND:

The Texas Trees Foundation (TTF) is a Texas-based nonprofit organization dedicated to creating healthier and more livable communities through urban forestry, tree planting, education, and environmental stewardship. Through a grant awarded by the Butt Family Foundation, TTF will fund the planting of approximately 200 trees and associated irrigation systems at Del Castillo–Morningside Elementary School and Oliveira Middle School, with 100 trees designated for each campus, at no cost to Brownsville ISD. The project will enhance campus shade, environmental quality, and outdoor learning spaces while promoting environmental stewardship. BISD will be responsible for the ongoing maintenance and care of the trees.

FISCAL IMPLICATIONS:

No cost to District for the trees and irrigation system, as these expenses will be fully funded through the grant. The District will be responsible for ongoing tree maintenance and care.

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Agreement (MOA) with the Texas Trees Foundation for the planting of approximately 200 trees, with 100 trees each at Del Castillo–Morningside Elementary School and Oliveira Middle School, including irrigation systems, at no cost to Brownsville ISD.

Micaela Escobar
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Executive Director

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nellie Cantu

Approved by: Assistant Superintendent

Dr. Timothy E. Cuff

Dr. Timothy E. Cuff, Superintendent

10/21/2024

When Necessary, Additional Background May Follow This.

CHARITABLE SERVICES AGREEMENT

This Charitable Services Agreement (the "Agreement") is entered into this 20 day of October, 2026 (the "Effective Date"), by and between the Texas Trees Foundation, a Texas non-profit corporation ("Foundation" or "Texas Trees"), and Brownsville Independent School District, a school "district within Cameron County, Texas, ("Recipient" or " District" and, together with Foundation, each referred to herein individually as a "Party" and collectively as the "Parties.").

WHEREAS, Texas Trees Foundation's mission is to maintain our commitment to improving the health of cities and people through the transformative power of trees.

WHEREAS, Foundation has been requested by Recipient to use Foundation's expertise in executing its mission to the benefit of Recipient to implement a school greening project (the "Services"); and

WHEREAS, the Services will be provided for Recipient as a charitable activity which will occur without an exchange of funds between Foundation and Recipient.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions stated herein and other valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

1. **Services.** Subject to and in accordance with the terms of this Agreement, Foundation shall provide the Services as more fully described in the Statement of Work ("Original SOW") as agreed to by Foundation and Recipient and attached hereto as Exhibit A. No deviation, substitution or change to the Original SOW is permitted without Foundation's prior written consent; provided however that Foundation may propose to terminate, suspend, increase, or decrease the scope of Foundation's performance under the Original SOW by written notice to Recipient specifying the proposed changes. The Original SOW may be amended from time to time by the written agreement of the Parties hereto (each such amendment, a "Change Order," and the Original SOW as amended by any Change Orders, the "SOW"). All Change Orders will be attached to this Agreement as supplements to Exhibit A and marked as Exhibit A-1, Exhibit A-2, etc. If any change causes an increase or decrease in the time required for performance, such adjustment shall be expressly documented in the Change Order related thereto. Unless expressly detailed in a Change Order, no change to the SOW shall apply to Services timely and fully delivered and performed by Foundation prior to the date of the Change Order. Upon completion of the Services and notice of such completion by Foundation to Recipient, Recipient shall promptly provide Foundation written notice of acceptance of the Services.

2. **Term and Termination.**

(A) **Term.** This Agreement shall commence on the Effective Date and will continue until the Services have been completed as stated in the SOW.

(B) **Termination for Breach.** Fo In the event Recipient breaches any provision of this Agreement or SOW, Foundation must provide Recipient with notice of said breach, and Recipient will have ten (10) days to cure said breach after receiving notice. If the breach is not cured by the

end of the ten (10) day period, then the Agreement shall terminate without further notice or demand.

(C) Termination for Convenience. Either Party may terminate this Agreement in whole or in part for any reason, at any time, by providing the other Party with thirty (30) days prior written notice.

(D) Effect of Termination. Any open SOW shall survive the termination of this Agreement unless also expressly terminated; and as such, until the SOW is terminated or completed the SOW shall be subject to the terms, conditions and obligations of this Agreement, regardless of whether this Agreement has been terminated, and both Parties shall be required to complete their obligations arising from any open SOW.

3. Limitation of Liability.

(A) FOUNDATION'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO ONLY THOSE DAMAGES OR LOSSES DIRECTLY CAUSED BY FOUNDATION'S PERFORMANCE OR NONPERFORMANCE OR ANY OF ITS SUBCONTRACTORS OR AGENTS UNDER THIS AGREEMENT.

(B) IN NO EVENT SHALL FOUNDATION BE LIABLE FOR LOST PROFITS, OR FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS OR BUSINESS PROFITS, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION, ARISING FROM PERFORMANCE OF THE SERVICES.

(C) UNLESS EXPRESSLY AGREED TO BY BOTH PARTIES IN THE SOW, UPON COMPLETION OF THE SERVICES AND ACCEPTANCE BY RECIPIENT, FOUNDATION'S RESPONSIBILITY AND LIABILITY FOR THE SERVICES SHALL CEASE, AND FOUNDATION SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS ARISING FROM PROVISION OF THE SERVICES.

4. Indemnification.

(A) Foundation's Indemnification Obligation. Foundation shall defend, indemnify, and hold harmless Recipient and its agents, employees, officers, affiliates, successors, and assigns (collectively, "Recipient Indemnitees") from and against any and all claims, actions, losses, expenses, costs, judgments, or damages, including reasonable attorneys' fees and court costs, incurred by Recipient Indemnities arising out of or relating to injury to persons or property or any other claim relating to performance or nonperformance by Foundation or any of its subcontractors or agents under this Agreement.

5. Recipient's Indemnification Obligation. To the fullest extent permitted by law, Recipient shall defend, indemnify, and hold harmless Foundation and its agents, employees, officers, affiliates, successors, and assigns (collectively, "Foundation Indemnitees") from and against any and all claims, actions, losses, expenses, costs, judgments, or damages, including reasonable attorneys' fees and court costs, incurred by Foundation Indemnities arising out of or

relating to injury to persons or property or any other claim relating to performance or nonperformance by Recipient, its subcontractors or agents under this Agreement.

(A) No Indemnification for Indemnatee's Own Negligence; Proportionate Liability. Neither Party shall be required to indemnify the other or the other's indemnitees for claims, damages, or losses arising from or attributable to the indemnitee's own negligence or fault or the negligence or fault of indemnitee's subcontractors or agents. Where liability results from the concurrent negligence of both Parties, each Party shall bear responsibility in proportion to its respective degree of fault.

(B) Survival. The indemnification obligations set forth in this Section shall survive the expiration or termination of this Agreement.

6. **Insurance.** Foundation has and will maintain (or will purchase and maintain) the minimum insurance as set forth on Exhibit A.

7. **Independent Contractor.** It is expressly understood that Foundation is and shall remain an independent contractor of Recipient, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, partnership, or fiduciary relationship between the Parties. Neither Party shall be authorized to contract for or bind the other Party in any manner whatsoever. Nothing in this Agreement shall prevent Recipient from performing for itself or acquiring from other service providers the same or similar services, nor prevent Foundation from providing the same or similar services to other recipients.

8. **Choice of Law, Jurisdiction, and Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. The Parties hereby irrevocably consent to the exclusive jurisdiction of the courts located in the State of Texas and any dispute concerning this Agreement or the Services shall be brought in the state or federal courts located in Cameron County, Texas.

9. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

10. **Miscellaneous.**

(A) **Severability:** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

(B) **Entire Agreement:** This Agreement constitutes the entire agreement among the Parties and supersedes any prior understanding or agreement between them with respect to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the Parties executed with or after this Agreement.

(C) **Conflicting Provisions:** If any provision(s) of the SOW conflict with a provision(s) of this Agreement, then the provision(s) of this Agreement shall control.

(D) **Waiver:** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the Party to be charged with such waiver.

(E) **Modifications:** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by an authorized representative of each Party.

(F) **Headings:** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

(G) **Notice:** Any notice given under this Agreement shall be in writing. Written notice shall be sent by registered or certified mail, postage prepaid, return receipt requested or by overnight delivery service. All notice shall be effective when first received at the addresses below:

If intended for Foundation, to:

Texas Trees Foundation
Attn: Anabel Castillo-Soto
3000 Pegasus Park Dr. Suite 740
Dallas, TX 75247

If intended for Recipient, to:

[RECIPIENT]
Attn: [Title]
[Address]
[Address]

(H) **Assignment.** Recipient shall not assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement or the SOW, including by operation of law, change of control, or merger, without prior written consent of Foundation. Any attempted assignment, transfer, subcontracting or other conveyance in violation of the foregoing shall be null and void.

(I) **Counterparts.** This Agreement may be executed in a number of counterparts, all of which taken together shall constitute one and the same instrument.

(J) Ownership and Access. By signing this SOW, Recipient attests that it owns the access rights or is the duly authorized representative of the owner of the access rights to the Premises as identified in the SOW to the extent needed to authorize and permit Foundation access to perform the Services identified in the SOW. Recipient agrees to provide Foundation, its subcontractors and agents, access to the Premises to perform the Services during normal working hours, and to limit access to all others of the locations on the Premises where the Services are being performed.

(K) NO WARRANTY. IN THE EVENT THE SERVICES RELATE TO TREE PLANTING OR TREE MAINTENANCE SERVICES, AFTER PERFORMANCE OF THE SERVICES BY THE FOUNDATION, FOUNDATION SHALL NOT BE LIABLE FOR ANY DAMAGE, DECLINE OR DEATH OF THE TREES, INCLUDING BUT NOT LIMITED TO, AS A RESULT OF NEGLIGENCE OR IMPROPER CARE (INCLUDING LACK OF WATERING OR IMPROPER PRUNING); DAMAGE CAUSED BY ANIMALS, PESTS OR DISEASES; WEATHER CONDITIONS SUCH AS HIGH WINDS, DROUGHT, FLOOD, OR SEVERE STORMS; VANDALISM; ACCIDENTAL DAMAGE; OR OTHER HUMAN ACTIVITIES. ALL RISK OF TREE DECLINE, DAMAGE OR LOSS AFTER COMPLETION OF THE SERVICES IS THAT OF RECIPIENT.

Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Charitable Services Agreement to be executed by their respective duly authorized representatives and is deemed to be effective on the Effective Date.

FOUNDATION:

Texas Trees Foundation

DocuSigned by:

By: Elissa Izmailyan

Name: Elissa Izmailyan

Title: Chief Strategy & Operations Officer

RECIPIENT:

By: _____

Name: Dr. Timothy E. Cuff

Title: Superintendent

EXHIBIT A

Scope of Work

A Statement of Work (“SOW”) under this Charitable Services Agreement shall be included here. The Statement of Work shall contain, at a minimum, the Scope of Services, the location where the Services are to be performed, the deliverables and the expected commencement and completion dates. Each Change Order to the SOW must be approved by both Parties.

In accordance with this SOW, the Parties additionally agree to the following conditions and responsibilities:

The Parties will collaborate to plant 100 trees at each of the campuses (Exhibit C) to increase the current tree canopy and strengthen students’ and educators’ connection to the outdoors by providing tree-related signage, instructional resources, professional development opportunities, and hands-on educational experiences associated with tree planting events. These activities will be implemented in accordance with the timeline outlined in Exhibit C and at the campuses identified in Exhibit D.

Both Parties share accountability for achieving all Program deliverables, ensuring long-term success and sustainability of the campus transformations and the Program, as outlined below and in accordance with the private funder’s requirements.

Joint Responsibilities

- Identify campus priorities and appropriate locations for tree planting, considering shade, student use, existing infrastructure, site conditions, maintenance requirements, and long-term tree health.
- Coordinate project planning, planting activities, and volunteer participation with relevant community and partners to provide students with safe, engaging, and educational tree planting experiences.
- Establish a coordinated communications approach for the project, including key messages, anticipated communications milestones, partner and funder recognition, and review and approval protocols, consistent with the Communications and Recognition Guidelines outlined in Exhibit D.

Texas Trees Foundation Responsibilities

Project Planning and Implementation

- Assess proposed planting areas and developed campus-specific tree planting plans, including recommended tree locations, quantities and species.
- Secure project funding and serve as the primary point of contact with the funder to coordinate site preparation activities and requirements in advance of tree planting. Coordinate with the District to establish implementation requirements, schedules, site preparation, and planting logistics.
- Serve as the primary point of contact with the funder.

Site Preparation

- Coordinate the delivery and placement of trees and other planting supplies.
- Coordinate and monitor site preparation activities performed by contractors and other designated partners

Planting and Educational Activities

- Provide technical oversight and instructions for tree planting to promote proper installation and tree health.
- Coordinate corporate volunteer recruitment and participating in planting activities.
- Develop and facilitate age-appropriate educational planting experience that introduces students to the value of trees, proper tree planting and long-term stewardship.
- Provide educational resources and professional development to teachers and students in the months following the tree planting events to encourage continued student connection to the planted trees.

Communications and Recognition/Reporting

- Develop and provide communications resources, including project descriptions, key messages, social media content, graphics, talking points, press materials and approved funder and partner acknowledgement language consistent with Exhibit D.
- Prepare and submit reports and deliverables required by the funder, incorporating District input as needed.

Tree Establishment and Stewardship

- Develop and provide tree establishment and maintenance guidance addressing watering, mulching, pruning, monitoring and other appropriate care practice.
- Provide maintenance and stewardship training materials and technical guidance regarding tree health and establishment during the agreed-upon establishment period.
- Coordinate the delivery of tree replacement of up to 10% of the planted trees and conduct periodic site visits.

Administrative

- **Staffing:** Foundation shall supply its own personnel, or shall subcontract for personnel, in each case of the type and number necessary to perform the Services hereunder. Foundation shall provide staff or any such subcontractors that qualified for their respective assignments, and, to the extent required, licensed to perform the Services pursuant to applicable law.
- **Equipment:** Foundation shall, or shall cause any subcontractor to, at Foundation's own expense, furnish all tools, equipment, machines, appliances, parts, material and supplies necessary for the performance of the Services.
- **Insurance:** Foundation shall maintain from the time that Services commence, for the duration of the Agreement or any the SOW, and as otherwise set forth below, the following type(s) and amount(s) of insurance or such other insurance relating to Services on the Premises:

Commercial General Liability Insurance. Foundation shall maintain a policy of commercial general liability insurance written on an "occurrence" basis, with policy limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for

bodily injury and damage to property, and \$2,000,000 products completed/operations aggregate, which coverage shall continue through the statute of repose in the jurisdiction in which the Services are performed or incorporated by Foundation into a project or projects for Recipient, as applicable, after final completion of the Services.

District Responsibilities

Project Planning and Coordination

- Designate appropriate District and campus points of contact, establish campus projects teams and facilitate participation administrators, teach, facilities/maintenance staff, and relevant internal departments.
- Provide Texas Trees personnel, its contractors, corporate volunteers, and collaborating partners with reasonable access to participating campuses for site assessment, planning installation and related activities, subject to District safety, security, and badging requirements.
- Provide available information regarding utilities, irrigation, underground infrastructure, planned campus improvements and other site conditions that may affect tree placement or installation.
- Review and approve proposed planting locations and project plans within 3 days.
- Facilitate coordination with collaborating partners including the City of Brownsville and Brownsville Public Utility Board and secure their respective project contributions.

Site Preparation

- Serve as the primary coordinating entity for its designated partners and secure the following contributions from its designated partner(s):
 - Coordinate with Texas 811 to identify and mark underground public utilities before any digging activities.
 - Prepare tree planting holes 2-3 days in advance of the scheduled planting events.
 - Coordinate with Texas Trees to support tree delivery, unloading, and placement at designated planting locations.
 - Install all ball-and-burlap (B&B) trees designated for the project during the site preparation period.
 - Provide at least one bag of mulch per tree, along with sufficient shovels, rakes, and other necessary tools and materials to support volunteer and student participation during the planting events.
 - Provide hoses, personnel, and necessary resources to support tree watering during the planting events.
 - Provide interim watering support, including watering immediately after planting, at least one watering following the planting events and additional watering as reasonably necessary until the permanent irrigation system is operational.

Planting and Educational Activities

- Recruit and coordinate parent and school-community volunteers and facilitate participation by students, teachers, staff, administrators, and campus personnel in planting and educational activities, including appropriate supervision and adherence to District policies.

- Coordinate campus resources and event logistics, including restrooms, parking and refreshments.
- Communicate planting schedules, site safety procedures, access requirements, and other relevant information to campus stakeholders.
- Encourage teacher and staff participation in professional development opportunities and facilitate access to educational resources provided through the project.

Communications & Reporting

- Designate appropriate District communications and/or public information personnel, review communications materials, and provide feedback and approvals within 3 days of receipt.
- Use agreed-upon project, funder, and partner acknowledgment language when communicating publicly about the project.
- Provide data, feedback, and updates necessary for reporting, evaluation, and continuous improvement.

Tree Establishment and Stewardship

- Assume responsibility for the routine care, maintenance and monitoring of installed trees and associated irrigation infrastructure following project installation for a minimum of two (2) years (December 2026 to December 2028) and in accordance with the maintenance guidance provided by Texas Trees.
- Ensure newly planted trees receive appropriate and consistent watering through the establishment period, including during school closures and periods of extreme heat or freeze, and address irrigation damage, failures and tree stress issues.
- Coordinate, as appropriate, with the designated partners and volunteer groups regarding their commitments to stewardship and maintenance.
- Encourage continued campus stewardship through student, teacher, staff and school community engagement through resources and training provided and other resources as necessary.

Administrative

- Insurance. Recipient shall maintain from the time that Services commence on the Premises, for the duration of the Agreement or the SOW, and as otherwise set forth below, the following type(s) and amount(s) of insurance or such other insurance:
Commercial General Liability Insurance. Recipient shall maintain a policy of commercial general liability insurance written on an "occurrence" basis, with policy limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury and damage to property, and \$2,000,000 products completed/operations aggregate, which coverage shall continue through the statute of repose in the jurisdiction in which the Services are performed or incorporated by Recipient into a project or projects for Recipient, as applicable, after final completion of the Services.

Initials:
Foundation:  ; Recipient : _____

EXHIBIT B

Properties (Campus List)

1. Del Castillo-Morningside Elementary School (1025 Morningside Road Brownsville, TX 78521)
2. Oliveira Middle School (444 Land O' Lakes Brownsville, TX 78521)

Initials:

Foundation: ea ; Recipient :

EXHIBIT C

Project Timeline – Key Milestones

Phase I: Project Planning & Site Readiness (September 2026 to November 2026)

- Campus and site assessments and identification of planting locations.
- Development and approval of campus-specific planting plans.

Phase II: Tree Planting & Educational Activation (December 2026 to May 2027)

- Implementation of approved campus planting plans, including tree installation and associated irrigation.
- Student and volunteer/community engagement through educational tree planting events:
 - Del Castillo-Morningside Elementary School – Thursday, December 10, 2026
 - Oliveira Middle School – Friday, December 11, 2026
- Champion RGV Cool Schools curriculum through a professional development workshop at each campus.
- Provide maintenance training and technical guidance to District staff, as needed
- Project documentation and implementation reporting.

Phase III: Tree Establishment, Stewardship & Maintenance (December 2026 to December 2028)

- District maintenance of trees and irrigation for a minimum of two (2) years following installation, with a goal of achieving a 90% tree survival rate.
- Ongoing reporting, evaluation, and project documentation.

Foundation:  Initials: _____ ; Recipient : _____

Exhibit D

Communication Framework

This framework establishes a clear and consistent pathway for communication and is intended to support coordinated engagement, timely decision-making, and successful project implementation of the in implementing school greening project (“Grant”) through the Foundation’s Cool Schools Program™ (“Program”). at the Brownsville Independent School District (“Partner”).

All project communication shall be coordinated through the Texas Trees Foundation (“Foundation” or Texas Trees”)’s Project Liaison & Site Lead, who serves as the primary point of contact for all Grants-related requests, updates, and decisions.

Role Alignment (MOCHA – Communication Protocol)

Manager (M): Texas Trees’ Program Director – overall coordination and final submissions

Owner (O): Texas Trees’ Project Liaison & Site Lead – day-to-day communication and scope alignment

Consulted (C): Brownsville Independent School District and other partners such as City of Brownsville and Brownsville Public Utility Board.– provide input when engaged by Texas Trees

Approver (A): Texas Trees’ Communication Director and as defined by funding partner – formal approvals as required

Supporting staff may assist internally but do not initiate or manage external Programs communication.

Standard Communication Process

1. A project-related request, question, or update is identified
2. Information is routed to the Texas Trees Project Liaison & Site Lead
3. Scope and sequencing are confirmed; relevant parties are engaged
4. Coordinated communication or meetings occur
5. Decisions and next steps are documented

Direct Communication Parameters

Vendors, collaborators and subject matter experts shall not initiate direct communication related to the Program work with the Partner or other external parties unless explicitly authorized by the Texas Trees’ Project Liaison or where the communication clearly pertains to activities outside of the Program and is identified as such. When authorized direct communication occurs, the Project Liaison & Site Lead must be copied or briefed.

Project Meetings

Texas Trees will convene regular project meetings to support coordination and information sharing. Meeting cadence, agendas, and participation will be coordinated by the Project Liaison & Site Lead.

Use, Sharing, and Public Reference of Logos and Deliverables

All communication related to the sharing, reproduction, adaptation, publication, or reuse of project deliverables must be coordinated and authorized through the Texas Trees' Project Liaison & Site Lead, including any public-facing, promotional, or portfolio use, which requires prior approval from Texas Trees and compliance with Partner, applicable funder, , and other relevant branding guidelines.

Use of deliverables for grant reporting, funder compliance, or required project documentation will be coordinated by Texas Trees. Partner, vendors and collaborators shall not independently submit or distribute deliverables for HEB Our Texas Our Future reporting purposes.

Use of HEB Our Texas Our Future, Partners, or vendor/collaborator logos in any Program-related materials must follow applicable branding guidelines, be limited to the scope of the referenced Program, and receive prior approval from Texas Trees.

Access to files, informal sharing, or participation in meetings does not constitute authorization for expanded use, reuse, or publication. Even when a vendor believes a use may be permitted, the request must be routed through the Texas Trees Project Liaison & Site Lead for confirmation prior to execution.

Attribution:

All materials, press releases, and public communications developed under this partnership shall credit the HEB Our Texas Our Future and Texas Trees Foundation and include acknowledgment of the Brownsville Independent School District, the Cool Schools Program™ and, City of Brownsville and Brownsville Utility Board as implementing partners.

Initials:
Foundation: et ; Recipient : _____