

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR US DEPARTMENT OF JUSTICE OFFICE ON VIOLENCE AGAINST WOMEN
2016 TRANSITIONAL HOUSING ASSISTANCE GRANT

This Agreement ("Agreement") is entered into by and between Fort Bend County, Texas, a body corporate and politic, acting herein by and through its Commissioners Court (hereinafter "County"), and The Fort Bend Women's Center Agency, a recognized 501(c)(3) organization registered in the State of Texas (hereinafter "Agency").

WITNESSETH

WHEREAS, the US Department of Justice Office on Violence Against Women provides grants to local agencies through the 2016 Transitional Housing Assistance Grant ("Grant"); and

WHEREAS County and Agency intend to apply for this Grant; and

WHEREAS County and Agency intend to use funds provided by the 2016 Transitional Housing Assistance Grant for services described in this Agreement; and

WHEREAS County and Agency have worked collaboratively together for the past five years to ensure victims of domestic violence have safe, secure and sanitary housing, whether the form of housing be temporary or permanent. This collaboration began as a result of providing emergency shelter to victims of domestic violence either because the Women's Center did not have the availability in the shelter immediately following victimization or the victim had completed the Women's Center program and was waiting for permanent housing. Likewise the County refers all victims of domestic violence clients to the Women's center and are placed when availability is available. If space is not available immediately upon request the Women's Center provides the date and time of available space; and

WHEREAS, each Commissioners Court may provide for the support of residents of their county who are unable to support themselves; and

WHEREAS, the Commissioners' Court of Fort Bend County finds that this Agreement furthers the County's interest in providing services to victims of domestic violence and their families residing within Fort Bend County and serves a public purpose; and

WHEREAS, County desires to improve coordination, efficiency and effectiveness of service delivery to victims of domestic violence and their families residing in Fort Bend County and reduce duplication of services; and

WHEREAS, Agency desires to assist in this goal and represents that it is qualified and desires to perform such services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**SECTION 1
AGREEMENT, UNDERSTANDING AND RESPONSIBILITIES**

- A. This Agreement shall set the respective roles and responsibilities of the County and Agency for the administration and coordination of services provided as a result of funding secured by the 2016 Transitional Housing Assistance Grant.
- B. Services described in this Agreement are contingent upon the receipt of funds awarded to the County by the US Department of Justice Office on Violence Against Women for the 2016 Transitional Housing Assistance Grant. Both County and Agency agree that County will have no obligation to perform services unless the County receives funds from this Grant and that County has the discretion to reduce the level of service required by this Agreement as necessary based on the actual amount of funding awarded to County under the Grant.
- C. Any funds received from Grant will not be utilized to pay for existing staff salaries of either party or existing case management services.

**SECTION 2
COUNTY DUTIES AND RESPONSIBILITIES**

County shall:

- A. Serve as lead agency between US Department of Justice Office on Violence Against Women for the administration of this program. County will also be responsible for all funds received that are specifically designated by US Department of Justice Office on Violence Against Women for County to provide services to victims of domestic violence living in Fort Bend County only.
- B. Retain the awarded funding for the purpose of providing initial victim relocation and victim transition into long-term supportive housing. Awarded funds will cover Medication Assistance vouchers, Food Assistance vouchers; Utility Assistance vouchers; Short-term housing for up to one (1) month; long-term supportive housing for up to six (6) months; Security and rental deposit assistance; Child care assistance for up to six (6) months; Costs related to unexpected unmet emergency needs. County shall also use awarded funding to address additional expenses needed to support administration of the program, as shown in County's submitted Budget Detail Worksheet.
- C. County will also provide Case Management Services for eligible victims of domestic violence residing in Fort Bend County and provide Benefit Banks Application Assistance as administered by the Texas Health and Human Services Commission.
- D. The County's Social Services Department shall be responsible for the daily operation of services provided to County's eligible victims of domestic violence.

**SECTION 3
AGENCY DUTIES AND RESPONSIBILITIES**

AGENCY shall:

- A. Provide outreach and education training to County's Social Services employees on topics designed to assist individuals experiencing domestic violence including but not limited to: Safety Planning, Victim Intervention Services, Lethality Assessment, Crime Victim compensation. Trainings shall be scheduled at time and locations mutually agreeable to the parties. County shall Agency a total not to exceed \$3,000.00 for all trainings provided, payable from Grant funds.
- B. Provide Emergency Shelter services for eligible victims of domestic violence who have been referred by County's Social Services program. Agency Services shall include accommodation in family rooms, hot meals, emergency clothing and basic medical care.
- C. Refer all prospective Agency clients to Fort Bend County Social Services for eligibility screening for County services.

**SECTION 4
TERM**

The term of this Agreement shall begin on October 1, 2016 and end no later than September 30, 2019.

**SECTION 5
COMPENSATION AND PAYMENT**

- A. The parties agree that County will have no obligation to perform Services unless County receives funds through this Grant.
- B. The parties agree that Agency will perform Services at no cost to County, except as detailed in in Section 3 A on training.
- C. The parties agree that County will perform Services at no cost to Agency.

**SECTION 6
MODIFICATIONS AND WAIVERS**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**SECTION 7
TERMINATION**

- A. Either party has the right to terminate this Agreement for any reason upon 30 days prior written notice to the other party.
- B. If either party believes the other to be in default of any one or more of the terms of this Agreement, that party will notify the other in writing of such default. The other party shall then have ten (10) days in which to cure such default. If such default is cured within such period, this Agreement will continue in effect. If such default is not cured within such period, the non-defaulting party shall have the right to declare the Agreement to be immediately terminated.

**SECTION 8
PERSONNEL**

- A. Both parties represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the terms and conditions described in this Agreement and that Agency shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of the County, for the timely performance of the terms and conditions described in this Agreement when and as required and without delays.
- B. All employees of both parties shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Agency who, in the opinion of the County, is incompetent or by conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

**SECTION 9
INDEMNITY**

AGENCY SHALL INDEMNIFY AND DEFEND COUNTY FROM AND AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF AGENCY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF AGENCY OR ANY OF AGENCY' S AGENTS, SERVANTS OR EMPLOYEES INCLUDING INTENTIONAL TORT OR INTELLECTUAL PROPERTY INFRINGEMENT.

**SECTION 10
CONFIDENTIAL AND PROPRIETARY INFORMATION**

- A. Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Agency or its employees or agents

from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Agency shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Agency) publicly known or is contained in a publicly available document; (b) is rightfully in Agency's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Agency who can be shown to have had no access to the Confidential Information.

- B. Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Agency shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Agency shall advise County immediately in the event Agency learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Agency will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Agency against any such person. Agency agrees that, except as directed by County, Agency will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Agency will promptly turn over to County all documents, papers, and other matter in Agency possession which embody Confidential Information.
- C. Agency acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Agency acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Agency expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be

disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**SECTION 11
INDEPENDENT CONTRACTOR**

- A. In the performance of work or services hereunder, Agency shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Agency or, where permitted, of its subcontractors.
- B. Agency and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**SECTION 12
NOTICES**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Anna Gonzales
Attn: Director of Social Services
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Agency: Fort Bend Women's Center
Attn: Director
P.O. Box 183
Richmond Texas 77406-0005

- C. A Notice is effective only if the party giving or making the Notice has complied with the above notice requirements and if the addressee has received the Notice.
- D. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**SECTION 13
COMPLIANCE WITH LAWS**

Agency shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Agency shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**SECTION 14
ASSIGNMENT AND DELEGATION**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**SECTION 15
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.

**SECTION 16
SUCCESSORS AND ASSIGNS**

County and Agency 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.

**SECTION 17
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.

**SECTION 18
SURVIVAL**

Vendor agrees that the terms of this Agreement shall survive the expiration, termination, or completion of Vendor's services and shall be fully enforceable by the County thereafter by way of injunction or action for damages, as appropriate.

**SECTION 19
PUBLICITY**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Agency release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**SECTION 20
CAPTIONS**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Execution Page Follows

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2016.

FORT BEND COUNTY

Fort Bend Women's Center

Robert E. Hebert, County Judge

Vita Goodell
Authorized Agent--Signature

Date

Vita Goodell
Authorized Agent-Printed Name

CEO
Title

ATTEST:

2/17/16
Date

Laura Richard, County Clerk

REVIEWED:

Dr. Mary des-Vignes Kendrick, M.D.,M.P.H.
Director of Health Human Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County Under this Contract.

Robert Edward Sturdivant, County Auditor