

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR DIRECT SERVICES FOR THE PREVENTION
OF VIOLENCE OR ABUSE/NEGLECT OF A CHILD – FY2020**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Fort Bend Community Partners Rainbow Room (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide services for the prevention of family violence or abuse/neglect of a child (hereinafter “Services”) in accordance with Section 51.961 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

Article 1. Scope of Services

Contractor shall render Services to County as defined in the Application (attached hereto as Exhibit A), and incorporated by reference.

Article 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article 3. Compensation and Payment

3.1 Contractor’s fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Five Thousand dollars and 00/100 (\$5,000.00).

3.2 In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.3 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.4 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Five Thousand dollars and 00/100 (\$5,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Five Thousand dollars and 00/100 (\$5,000.00).

4.3 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

Article 5. Term

The term of the Agreement shall begin on March 1, 2020 and end on December 30, 2020. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Article 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 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.

6.3 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.

Article 7. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article 8. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article 9. Insurance

9.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies

and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

9.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

9.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

9.1.1 Professional Liability (Errors & Omissions) Insurance with limits not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration or cancellation of this Agreement.

9.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

9.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

9.4 Contractor will deliver to County evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any services by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

9.5 All insurance policies, with the exception of worker's compensation, employer's liability, and professional liability will be endorsed and name the County as Additional Insured for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. The Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and

Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

9.6 Contractor hereby waives all rights of subrogation against the County. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County. No policy will be canceled until after thirty (30) days' unconditional written notice to the County. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to County thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy.

9.7 Contractor is responsible to pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by County prior to the performance of any services by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

9.8 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following County contact:

Name: Wyatt Scott, Director of Risk Management
Address: 301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number: 281-341-3751
Email Address: RiskMgmt@fortbendcountytexas.gov

9.9 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Contractor's or subcontractor's insurance will be kept in force until all services have been fully performed and accepted by County in writing.

Article 10. Indemnity

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

Article 11. Confidential and Proprietary Information

11.1 Contractor 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 Contractor 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 Contractor 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 Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor'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 Contractor who can be shown to have had no access to the Confidential Information.

11.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

11.3 Contractor 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. Contractor 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.

11.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

11.5 Contractor 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.

Article 12. Independent Contractor

12.1 In the performance of work or services hereunder, Contractor 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 contractor or, where permitted, of its subcontractors.

12.2 Contractor 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.

Article 13. Notices

13.1 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).

13.2 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: Fort Bend County
Attn: County Judge
401 Jackson Street, 1ST Floor
Richmond, Texas 77469

Contractor: Fort Bend Community Partners Rainbow Room
1110 Avenue G
Rosenberg, Texas 77471

A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

13.2.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

13.2.2 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.

Article 14. Compliance with Laws

Contractor 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, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article 15. Performance Warranty

15.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

15.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article 16. Assignment and Delegation

16.1 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.

16.2 Neither party may delegate any performance under this Agreement.

16.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Article 17. 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.

Article 18. Successors and Assigns

County and Contractor 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.

Article 19. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Article 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.

Article 21. 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 Contractor 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.

Article 22. 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.

Article 23. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code

By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

Article 24. Texas Government Code Section 2252.152 Acknowledgement

By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Article 25. Fort Bend County Resolution Against Human Trafficking

By signature below, Contractor 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.

Article 26. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Article 27. Understanding, Fair Construction

By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

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 _____, 2020.

FORT BEND COUNTY

KP George, County Judge

ATTEST

Laura Richard, County Clerk

Date

**FORT BEND COUNTY COMMUNITY
PARTNERS RAINBOW ROOM**

Tonya Lewis
Authorized Agent – Signature

Tonya Lewis
Authorized Agent- Printed Name

Executive Director
Title

3-5-2020
Date

AUDITORS 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

Exhibit A: Family Protection Funding Application – FY2020

EXHIBIT A

FORT BEND COUNTY APPLICATION FOR FAMILY PROTECTION FUNDING – FY2020

FORT BEND COUNTY APPLICATION PACKET FOR FAMILY PROTECTION FUNDING

Fort Bend County Commissioners Court has authorized the adoption of a family protection fee set by statute as \$15. The District Clerk collects this fee when someone files a suit for dissolution of a marriage under Chapter 6, Family Code. The Fort Bend County Commissioners Court is seeking one or more non-profit organizations **located in Fort Bend County** that provide direct services for the prevention or intervention against family violence or the abuse or neglect of a child. An agency that provides services through another third party non-profit will not be eligible for the funds. The amount of funding available for Fiscal Year 2020 is \$38,162.

Agency Name: Fort Bend Community Partners Rainbow Room

Address: 1110 Avenue G

City: Rosenberg

State: TX

Zip Code: 77471

County: Fort Bend County

Is your organization a 501(3)(c) Yes

Employer ID or Tax ID Number: 76-0649707

Project Name: Special Requests – car seats and beds

Is the project a new or ongoing? Ongoing

Total Project Budget Required: \$30,000

Amount of Funding Requested: \$5,000

Contact Person: Tonya Lewis

Contact Phone: 832-595-3029

Email: tonya.rr15@yhao0.com

Agency Web Address: tonya.rr15@yahoo.com

I. ORGANIZATION BACKGROUD

- A. Mission Statement of the Agency: The Rainbow Room provides emergency and transitional supplies for unmet material needs of children and families involved with the Texas Department of Family and Protective Services.
- B. Total Number of Paid Staff for the Agency: 1 full-time and 1 part-time
- C. Explain how this agency, or a specific project managed by the agency, that will provide direct services qualifies for the Family Protection Account Fee as outlined in the Texas Government Code, Section 51.961 -
“A service provider who receives funds under Subsection (d) may provide family violence and child abuse prevention, intervention, family strengthening, mental health, counseling, legal, and marriage preservation services to families that are at risk of experiencing or that have experienced family violence or the abuse or neglect of a child.”
The Fort Bend Rainbow Room is a charitable organization dedicated to helping children and families in crisis by supporting the efforts of caseworkers. The Rainbow Room is located within the Texas Department of Family and Protective Services building in Rosenberg and is stocked with emergency supplies caseworkers may distribute to Fort Bend families in need. The Rainbow Room is stocked with diapers, baby items, school supplies, clothes, toiletries, blankets,

toys, and other items frequently needed to meet the emergency needs of families in crisis. Special request items such as car seats, beds (twin beds, bunk beds, cribs, toddler beds and pack n plays) are available upon request and as funding is available. Our philosophy is that abused and neglected children and adults do not deserve worn out, used items so only new items are stocked. Getting new items can have a significant impact on the children in helping them feel cared for and help build self-esteem.

The Rainbow Room's funding request is to assist with the purchases of car seats and beds. Economic hardships lead to the inability of caregivers to provide proper car seats and beds for their children. By being able to provide car seats and beds to our clients, many of these families can remain together in lieu of going into Foster Care.

II. PROJECT DETAILS

- A. Please describe how your agency plans to use these funds as well as the direct services the agency plans to offer using these funds. Please be specific. The grant funding will be utilized to provide the necessary car seats and beds (twin beds, bunk beds, cribs, toddler beds, and pack n plays) for the safety and well-being of our clients. Prior to the establishment of the Fort Bend Rainbow Room, local Children's Protective Service (CPS) caseworkers frequently used their own funds to meet the needs of their clients while waiting for permanent funding solutions. Many of these expenditures were not reimbursable; nevertheless, most caseworkers could not refuse to clothe or feed hungry children that have just been rescued from abusive homes. The Rainbow Room can meet these immediate needs with the support from the community.

The Rainbow Room's funding request is to assist with the purchase of car seats and beds. Economic hardships lead to the inability of caregivers to provide proper car seats and beds for their children. Unfortunately, unintentional injuries which includes motor vehicle crashes are a leading cause of death for children in the US. Car seat use reduces the risk factor for death to infants (aged <1 year) by 71% and to toddlers (aged 1-4 years) by 54% in passenger vehicles. Booster seat use reduces the risk for serious injury by 45% for children aged 4-8 years when compared with seat belt use alone. The Texas Department of Family and Protective Services supports the Baby Room to Breathe program which encourages safe sleeping habits including children sleeping in their own beds. From September 1, 2018 thru August 31, 2019, there were 140 Infant fatalities due to co-sleeping / bed-sharing in the State of Texas – 135 were <1 year and 5 were 1-3 years old. So far just for November 2019, there have been 20 deaths due to co-sleeping.

- B. Briefly explain the duties of key staff performing the direct services described in question A. The Executive Director (ED) oversees the Rainbow Room's programs and projects. The Rainbow Room is stocked with necessary supplies and maintained on a regular basis by the part-time staff or a volunteer. As supplies run low, the staff or volunteer shop for the needed items. When a car seat or bed is needed, the caseworker submits a request through an online form located on our website. These special request items are purchased as funding is available. The caseworker is contacted for pick-up when the requested item is ready.
- C. Describe your implementation timeline. The utilization of these funds is on a day-to-day basis.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 21 2001

FORT BEND COMMUNITY PARTNERS
RAINBOW ROOM
1110 AVE G
ROSENBERG, TX 77471-2358

Employer Identification Number:
76-0649707
DLN:
17053022755065
Contact Person: DAN W BERRY ID# 31122
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated January 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

Fort Bend Community Partners Rainbow Room

BALANCE SHEET

As of October 31, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1010 Checking-Prosperity Bank	53,866.67
Total Bank Accounts	\$53,866.67
Accounts Receivable	
1110 Accounts Receivable	0.00
1101 AR (Golf Tournament)	0.00
Total 1110 Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
1130 Inventory	0.00
1131 Inventory-Clothing & Toiletries	72,040.93
1132 Inventory-Christmas Project	5,830.30
1133 Inventory-School Unif&Supplies	19,358.22
Total 1130 Inventory	97,229.45
1299 Undeposited Funds	0.00
1460 Security Deposits	610.00
Inventory Asset	0.00
Total Other Current Assets	\$97,839.45
Total Current Assets	\$151,706.12
Fixed Assets	
1501 Dell Laptop & HP Printer	1,323.24
1502 Presentation Laptop	377.00
1503 Presentation Projector	499.99
1504 Warehouse Shelving	398.20
1640 Furniture & Fixture & Equip	1,679.99
1700 Accumulated Depreciation	-4,277.84
Total Fixed Assets	\$0.58
TOTAL ASSETS	\$151,706.70
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
2100 Payroll Liabilities	
2102 Federal Income Tax Payable	6,329.92
2103 Social Security Tax Payable	4,262.25
2104 Medicare Tax Payable	996.84
Total 2100 Payroll Liabilities	11,589.01

	TOTAL
2130 Accrued Payroll Taxes	-15,179.14
Total Other Current Liabilities	\$ -3,590.13
Total Current Liabilities	\$ -3,590.13
Total Liabilities	\$ -3,590.13
Equity	
3000 Opening Balance	0.00
3001 Unrestricted Net Assets	
3009 Transfers to/from Unrestricted	38,376.75
Total 3001 Unrestricted Net Assets	38,376.75
3100 Temporarily Restricted Net Assets	0.00
3104 Back to School Project	19,358.67
3106 Christmas Project	5,830.00
3107 Fort Bend Cares Foundation	0.00
3108 Adult Protective Service	0.00
3109 George Foundation Grant	0.00
Total 3100 Temporarily Restricted Net Assets	25,188.67
3300 Retained Earnings	110,030.36
Net Income	-18,298.95
Total Equity	\$155,298.83
TOTAL LIABILITIES AND EQUITY	\$151,708.70

Fort Bend Community Partners Rainbow Room

STATEMENT OF CASH FLOWS

January - October, 2019

	TOTAL
OPERATING ACTIVITIES	
Net Income	-18,298.95
Adjustments to reconcile Net Income to Net Cash provided by operations:	
2102 Payroll Liabilities:Federal Income Tax Payable	6,329.92
2103 Payroll Liabilities:Social Security Tax Payable	4,262.25
2104 Payroll Liabilities:Medicare Tax Payable	996.84
2130 Accrued Payroll Taxes	-16,821.08
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-5,232.07
Net cash provided by operating activities	\$ -23,531.02
INVESTING ACTIVITIES	
1700 Accumulated Depreciation	18.00
Net cash provided by investing activities	\$18.00
NET CASH INCREASE FOR PERIOD	\$ -23,513.02
Cash at beginning of period	77,379.69
CASH AT END OF PERIOD	\$53,866.67

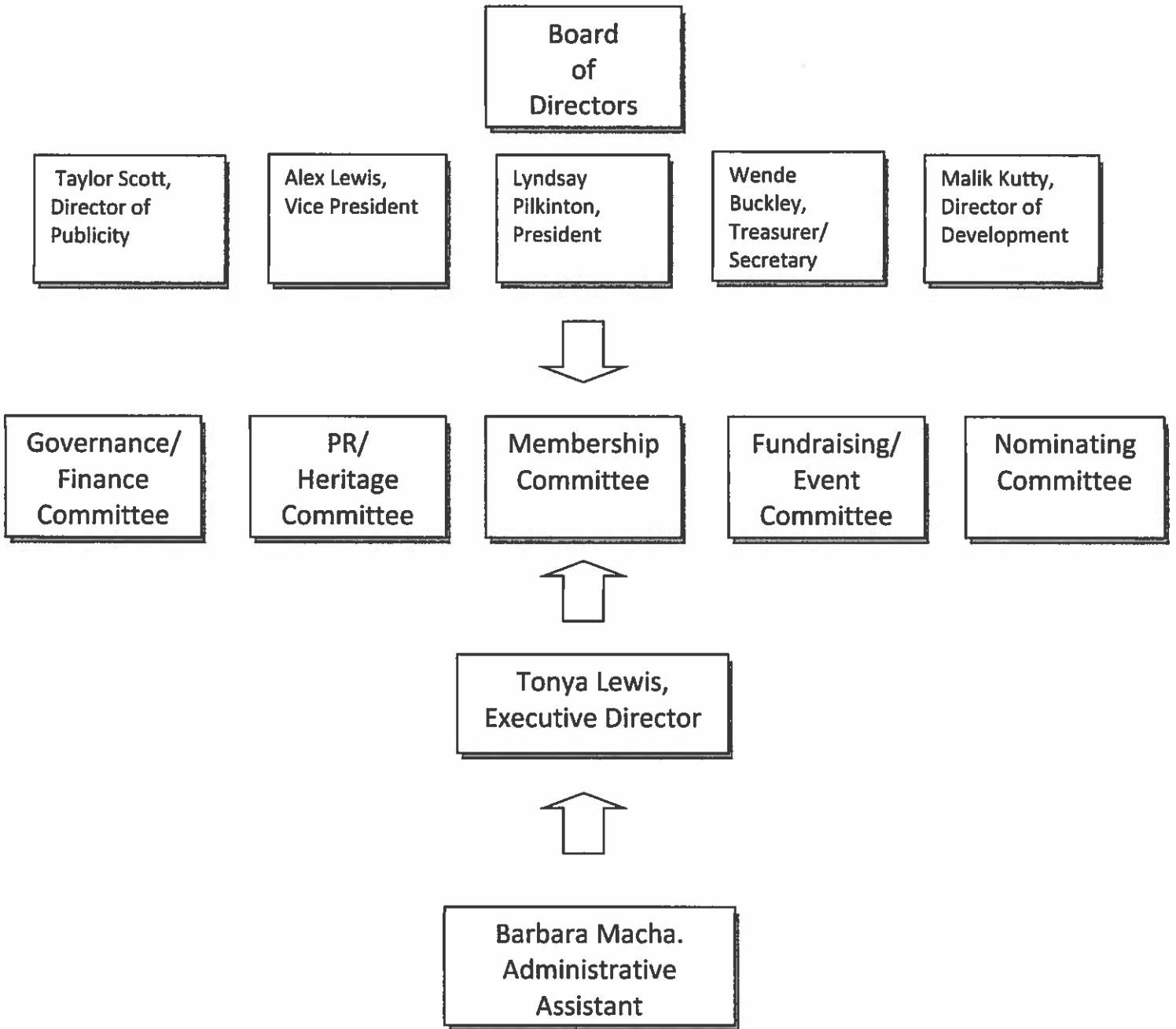
Fort Bend Community Partners Rainbow Room

PROFIT AND LOSS January - October, 2019

	TOTAL
Income	
4 Contributed Support	
4004 Temporarily Restricted	
4026 Grants	
4006 Fort Bend Cares Found. Grant	7,000.00
4007 George Foundation Grant	37,500.00
4036 HW Foundation Grant	50,000.00
Total 4026 Grants	94,500.00
4027 Special Projects	
4014 Back to School Project	1,851.20
4020 Christmas Project	1,112.70
Total 4027 Special Projects	2,963.90
Total 4004 Temporarily Restricted	97,463.90
4009 Unrestricted	
4010 Ind/Bus Contributions	16,224.72
4037 YIP Event	1,500.00
4050 Finish Line Sports	250.00
Total 4010 Ind/Bus Contributions	17,974.72
4012 Events	
4012-1 Crawfish Boil- Income	22,838.01
4033 RR Auxiliary Golf Tournament	28,760.44
Total 4012 Events	51,598.45
Total 4009 Unrestricted	69,573.17
Total 4 Contributed Support	167,037.07
5 Earned Revenue	
5310 Interest-Saving&S/T Invstmt	60.92
Total 5 Earned Revenue	60.92
Total Income	\$167,097.99
GROSS PROFIT	\$167,097.99
Expenses	
7 Fundraising & Service Expenses	
7100 Special Projects Expense	
7111 Christmas Project	1,705.95
7113 Back to School Project	11,423.34
Total 7100 Special Projects Expense	13,129.29
7600 Events Expense	
7041 Flo Berkman Luncheon	2,000.00
7601 Crawfish Boil Expense	14,564.56
7613 RR Auxiliary Golf Tournament	11,565.59
7624 YIP Event Expense	1,098.64
Total 7600 Events Expense	29,228.79
Total 7 Fundraising & Service Expenses	42,358.08

	TOTAL
8 Management & General Expenses	
8010 Salaries & Related Expense	
8011 Salaries - Exec.Dir.	59,371.20
8018 other salaries	9,375.26
Total 8010 Salaries & Related Expense	68,746.46
8050 Other Personnel Expense	4,000.00
8055 Temporary help - Contract	3,141.25
Total 8050 Other Personnel Expense	7,141.25
8110 Supplies	
8116 Clothing & Tollitries	7,002.03
8117 Special Requests	26,874.43
Total 8110 Supplies	33,876.46
8115 Office Supplies	1,084.93
8140 Postage & Shipping & Delivery	503.94
8170 Printing & Copying	904.18
8200 Occupancy	
8210 Rent	16,000.00
8220 Utilities	602.65
8221 Telephone & Internet	652.42
8225 Property Insurance	3,576.00
8226 Pest Control	243.57
Total 8200 Occupancy	21,074.64
8310 Travel	1,305.76
8320 Conference&Convention&Meeting	847.89
8400 Depreciation & Amortization	18.00
8510 Interest Expense - general	66.34
8520 Liability Insurance	741.39
8530 Dues & Subscriptions	1,364.24
8560 Accounting	4,072.57
8570 Advertising & Promotion	754.48
8590 Other expense	138.00
Total 8 Management & General Expenses	142,640.53
8100 Non-Personnel Expenses	
8130 Telephone & Telecommunications	398.33
Total 8100 Non-Personnel Expenses	398.33
VOID	0.00
Total Expenses	\$185,396.94
NET OPERATING INCOME	\$ -18,298.95
NET INCOME	\$ -18,298.95

Fort Bend Community Partners Rainbow Room – Organization Chart



2019 Fort Bend Rainbow Room Board of Directors

Name	Address	Email	Office/Committee
Wende Buckley	10615 Fasig Tipton Dr Richmond, TX 77407	wende@pcdltd.com	Secretary/Treasurer
Leslie Cline	16340 Park Ten Place, Ste 350 Houston, TX 77084	lcline@rgmiller.com	
S. Qaisar Imam	19 Saint Christopher Ct. Sugar Land, TX 77479	Q.Imam@yahoo.com	
Nicole Johnson	19102 Stone Leaf Dr Richmond, TX 77407	nicole.johnson@nrg.com	
Malik Kutty, MD	4660 Sweetwater Blvd, Ste 190	drkutty@luxeplasticsurgerytx.com	Director of Development
Alexandra Lewis	26735 Whitetail Springs Ct. Katy, TX 77494	thelewisfam@gmail.com	Vice President
Suleman Lalani, MD	1019 Terscott Lane Sugar Land, TX 77479	slalani67@gmail.com	
Lyndsay Pilkinton	8306 Crescent Knolls Dr Richmond, TX 77406	lpilkinton08@gmail.com	President
Audrey Powell, MD	16507 Smooth Pine Ln Sugar Land, TX 77498	arospowell@gmail.com	
Taylor Scott	3206 Young Pine St Katy, TX 77493	taylor@pcdltd.com	Director of Publicity
Alisha Silver	21010 Antonia Manor Ct Richmond, TX 77406	asilver@omnihotels.com	

III. **FINANCIAL**

- A. Did the agency attach a copy of its most current Annual Audit? If not, please explain. No. The CPA hired to audit and oversee the Rainbow Room's accounting audits our QuickBooks and our bank statements monthly. He also completes our annual 990.
- B. Identify any gaps in funding. If the cost of the project is greater than the requested funds, please identify the funding sources to fill the cost gaps. The Rainbow Room will be submitting requests to the Henderson–Wessendorff Foundation (approximately \$5,000), The George Foundation (approximately \$5,000), Fort Bend Cares (approximately \$7,500), and Fort Bend Junior Service League (approximately \$7,500) for this project.
- C. Does your agency have sufficient capital to manage the funds as a reimbursable grant? Yes.
- D. Does your agency charge a fee for service to the client? If so, please explain. No.

IV. **COMMUNITY IMPACT**

- A. How many individuals will receive services with this funding? Approximately 45 clients will receive services with this funding.
- B. What type of benchmarks will the agency use to measure the success of the proposed project? Identify an appropriate timeline for attaining these benchmarks. The Rainbow Room's ED submits monthly reports to the Board of Directors and these reports include Rainbow Room utilization for general supplies, special requests, school supplies and uniforms. One (annual) report and reimbursement will be submitted to Fort Bend County.

Other Documents to include with this application:

- IRS Designation letter of 501(3)(c) status
- Latest Audited Financial Statement
- Organization Chart
- List of Board of Directors

- Attachment A – Evaluation Criteria Form
- Attachment B – Reporting Requirements & Reimbursement Request
- Attachment C – Financial Application Reporting Form, Expenditure Reports and Reimbursement Requests

**Family Protection Funding Application
Evaluation Form – Attachment A**

Applicant Name: Fort Bend Community Partners Rainbow Room
Project Name: Special Requests – car seats and beds

Criteria	Maximum Points
Not located in Fort Bend County.	-50
A total deduction of 10 points will occur if any required documentation is missing.	-10
Organization Background (10)	
Mission of agency is consistent with Statute requirements.	10
Project Details (35)	
Project description is consistent with requirements of statute.	20
The agency has sufficient resources and staff to accomplish the goals of the project.	10
The agency timeline for management of the project is realistic.	5
Financial Plan (20)	
The agency has sufficient cash flow to fund the project and request reimbursement OR the agency has sufficient cash flow to fund the project until it achieves proposed benchmarks.	10
The agency has identified gaps in funding for the proposed project.	10
Community Impact (35)	
Achieving the proposed benchmarks will serve the needs of victims of child abuse, neglect, or family violence.	20
Is the cost per beneficiary reasonable?	15

Family Protection Funding Application Reporting Requirements – Attachment B

ANNUAL REPORT

- Each grantee must submit an annual report no later than the December 30 following the January of the year in which the grant was awarded.
- Briefly describe in a narrative format the goals for the project and the accomplishments to date.
- If you set benchmarks for your program, please describe the activities used to reach the target or, describe any impediments to attaining your benchmarks.
- Complete the Financial Reporting Form (Attachment C, Excel Spreadsheet) as part of the Annual Report.
- If you have chosen to submit a quarterly or monthly narrative report as part of your reimbursement requests, only complete Attachment C – Financial Report Form as a cumulative of the previously reported months or quarters for the Annual Report.

REIMBURSEMENT

- Grantees may submit reimbursement requests monthly, quarterly, or annually. An invoice style request or a narrative report can be made to the County Judge's Office, but either style will require Attachment C. Appropriate backup of the expenditures (purchase orders, sales receipts, copies of contract or contractor's invoices, etc.) must be included with the invoice or report.
- If an unanticipated expenditure has occurred during the reporting timeframe, make note in the column labeled *Project Funds Expended* on Attachment C with a brief note of explanation. Complete the report by requesting a reimbursement in the column- *Reimbursement Requested*.

**Application Deadline is December 30, 2019
Submit via email to: frances.desmond@fortbendcountytexas.gov**