

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR DIRECT SERVICES FOR THE
PREVENTION OF VIOLENCE OR ABUSE/NEGLECT OF A CHILD- FY 2022**

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 **The Family Life and Community Resource Center**, (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 for Family Protection Funding (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.

Section 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 as described in Exhibit A is Four Thousand Seventy-Three dollars and 07/100 (\$4,073.07). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 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.

3.3 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 Four Thousand Seventy- Three dollars and 07/100 (\$4,073.07), 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 Four Thousand Seventy- Three dollars and 07/100 (\$4,073.07).

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 the date of execution of the last party hereto and end on December 30, 2022. 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 or addendum 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.

9.1.4 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. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

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: The Family Life and Community Resource Center
P.O. Box 1434
Richmond, Texas 77406

13.3 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:

13.3.1 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.

13.3.2 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 2271 Texas Government Code

Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, 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. Human Trafficking

BY ACCEPTANCE OF CONTRACT, 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.

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 _____, 2022.

FORT BEND COUNTY

FORT BEND COUNTY WOMEN'S CENTER

KP George, County Judge

Elene Harper

Authorized Agent – Signature

Date

Elene Harper

Authorized Agent – Printed Name

ATTEST:

Executive Director

Title

Laura Richard, County Clerk

April 19, 2022

Date

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

EXHIBIT A: Family Protection Funding Application – 2022

EXHIBIT A

Family Protection Funding Application

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 2022 is \$40,730.70

Agency Name: **F.L.C.R.C.**

Address: **2204 Thompson Road Suite 200**

City: **Richmond**

State: **TX**

Zip Code: **77469**

County: **Fort Bend**

Is your organization a 501(3)(c): **YES**

Employer ID or Tax ID Number: **45-4688451**

Project Name: **Youth Ambassador Leadership Education Program**

Is the project a new or ongoing? **Ongoing**

Total Project Budget Required: **\$61,600**

Amount of Funding Requested: **\$40,730.70**

Contact Person: **Dr. Ilene Harper**

Contact Phone: **713-553-3622**

Email: **iharper@familylifecrc.org**

Agency Web Address: **www.familylifecrc.org**

I. ORGANIZATION BACKGROUND

A. Mission Statement of the Agency: **The Family Life and Community Resource Center's mission is to equip youth and crime victims with the support services and resources needed to build a thriving community. Our vision is to "Build Better Communities by Building Stronger Families."**

B. Total Number of Paid Staff for the Agency: **Ten**

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."

FLCRC utilizes licensed and certified mental health professionals to provide concrete tangible programs and services. FLCRC host outreach events to promote program awareness and advocate for crime victims. Many crime victims are referred through the community outreach events. FLCRC

interacts with multidisciplinary teams on behalf of crime victims and work with community organizations on referrals for additional assistance, consultation, and collaboration. Our partnership with Crime Survivors for Safety and Justice (CSSJ) provides peer-support group meetings and trainings on empowerment for crime victims. CSSJ is a national network of crime survivors that focus on healing in communities that are most harmed by crime and violence. FLCRC's target population includes crime victims of family violence and violence against children. FLCRC anticipates serving 25 youth and their families with this program. For young crime victims, FLCRC will work with crime victims and family members for maximum impact. Likewise, students who are at-risk of negative academic outcomes due to the impact of victimizations will also be targeted. FLCRC will target students who are known to be crime victims, students from vulnerable population that may exhibit signs of trauma and crime victims who are most likely to be revictimized but less likely to be helped. According to National Child Traumatic Stress Network (2019), young men of color are more likely to experience victimization and not receive the help needed. Being a victim of a crime can have a longstanding impact on students. Therefore, FLCRC utilizes our partnerships with Fort Bend Family Promise, Child Advocates of Fort Bend, T.W. YMCA, Fort Bend Juvenile Detention Center, CSSJ and local churches to target students at-risk of negative academic outcomes due to family violence or crimes against youth.

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.
- FLCRC has provided the Youth Ambassador Leadership Education (Y.A.L.E.) program for six consecutive years. Funding for this grant will be utilized to provide continued support services to 25 youth and their families. Approximately, 40% percent of the Y.A.L.E. are crime victims. Likewise, funding for this grant will support the direct services such as advocacy, counseling and educational support services in a safe environment. Y.A.L.E. is a student-led program designed to promote countywide leadership opportunities for students to be actively involved with planning and implementing community initiatives. *Leading the Way through Service Learning is the Y.A.L.E. motto!* Y.A.L.E. links students in grades 5th through college level to various activities related to character education, diversity, leadership, service learning and college and career readiness. We served a total 126 students and 55 families over the past five years. Furthermore, FLCRC utilizes a positive and proactive approach to addressing trauma-related issues with youth and crime victims. National trends show that mental health and wellness is a growing concern in our communities. FLCRC has provided counseling, educational and advocacy support services to over 300 crime victims since 2017. In August 2021, we loss a young client and youth leader with a very promising future who was a silent victim of domestic violence. Currently, we are working with the family and youth leaders who were with her for a service-learning volunteer event just days before her untimely death. FLCRC's staff frequently respond to crisis related situations and provide support services throughout the program.**

This month, FLCRC provided a Crisis Response Team in a local school district and will continue to support the district throughout 2022. In 2020, FLCRC developed a mobile friendly App to pivot crime victim services to a virtual platform to continue services and ensure safety with our engagements. This grant funding would also support the monthly App maintenance fees and technology expenses associated with the virtual platforms.

- B. Briefly explain the duties of key staff performing the direct services described in question A.

Executive Director, Dr. Ilene Harper, provides a strength-based coordination of FLCRC programs and ensure that staff and program services are implemented with fidelity. The full-time director position carries a caseload and provides direct services to crime victims including screening victims for services, providing individual and group counseling, advocacy support, and assisting crime victims with their individualized plans. She leads the weekly multi-disciplinary team meetings and Y.A.L.E. monthly meetings.

Program Manager, Denise Bean, provides strength-based support with FLCRC programs, coordinate and organize the professional volunteer program to support Y.A.L.E. Mrs. Bean has 27 years of experience as a Social Worker advocating and protecting children involved with abuse and neglect. Mrs. Bean leads the crime victims survey data collection, data analysis, manage client data and run reports in the VSTracking software. She works very closely with the Director to organize staff trainings and assist with program outreach. The Program Manager oversees all online on-line counseling victim services.

Accountant, Louis Gilbert, maintains FLCRC financial records and ensure that financial transactions are properly recorded. He ensures the accuracy of entries for the general ledger and subsidiary ledger accounts connected to FLCRC grants and reconcile the subsidiary ledger accounts to the general ledger. Also, he prepares payroll, compile financial data, prepare balance sheets, and other financial reports.

Program Assistant, LaTarsha Brown, inputs all crime victim data, schedule appointments and provide administrative assistant support to the staff. Ms. Brown oversees the victim in-take screening process and oversees the setup, scheduling, and execution of all staff, multidisciplinary or partnership meetings and trainings.

Licensed Social Workers, Dr. Janice Little and Paulette Bray, provide direct services such as counseling and advocacy support for youth and their families. The FLCRC social workers foster a positive environment and program experience by providing yearlong support with individual and group counseling.

Bi-lingual School Social Worker, Sharon Wright, counsels with students and family members in Spanish and English in individual and group sessions to

provide emotional support, needs assessment, professional social services, advocacy, and referral services.

- C. Describe your implementation timeline. **The timeline for this project is January 2022 through December 2022. Monthly meetings are held with the youth leaders and weekly check-in support and counseling sessions are provided.**

III. FINANCIAL

- A. Did the agency attach a copy of its most current Annual Audit? If not, please explain.
No. An Audit is a very expensive process and because FLCRC is a small nonprofit with a limited budget, the grant funds we received are identified for specific use. Therefore, currently, we are not required to have an annual audit and do not have the funds to conduct an audit at this time.
- 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. **There is a \$21,000 gap in funding for this project. FLCRC received a \$50,000 grant from the Henderson-Wessendorff Foundation in December 2021 to support the Y.A.L.E. program.**
- C. Does your agency have sufficient capital to manage the funds as a reimbursable grant? **Yes, please see FLCRC's December 2021 Financial Statements.**
- D. Does your agency charge a fee for service to the client? If so, please explain. **No**
- E. Did your agency receive other funding from Fort Bend County in the previous fiscal year? If so, please explain. **Yes, FLCRC has been awarded an American Rescue and Recovery Program grant. Please note the grant funds have not been received and are not reflected in the financial statements attached.**

IV. COMMUNITY IMPACT

- A. How many individuals will receive services with this funding? **Approximately 50 to 75 individuals will receive services with this grant.**
- C. What type of benchmarks will the agency use to measure the success of the proposed project? Identify an appropriate timeline for attaining these benchmarks.
FLCRC utilizes several tools for tracking program implementation. An application process is completed by students and their parents for the Y.A.L.E. program. An individual student portfolio is created by the student. FLCRC staff review and evaluate the student portfolios throughout year with the final student presentations at the End of the Year Banquet. We utilize a screening process for determining crime victim client services. Our team of licensed and certified mental health professionals utilizes a case management process for providing services. There are two major goals we focus on for implementation and one for measuring our progress. Goals One

is to promote safety and justice practices for crime victims. Goal Two is to provide youth and family-centered support services for children who are crime victims. Goal Three is to track and monitor outputs and outcomes of the mental health services provided and highlight the progress of the program services. Finally, several surveys are given and the data is analyzed to be shared in the Quarterly Newsletters. FLCRC share valuable information about programs and provide helpful tips and resources in the Quarterly Newsletters. The snapshot data of the program outcomes is a strategy for outreach and sharing the impact of the program with the community.

We collect data from the following five surveys during the fiscal year:

- **Y.A.L.E. Program survey is launched in December and results are shared in the Winter Newsletter**
- **FLCRC Annual Community Engagement survey is launched in June and results are shared in the Summer Newsletter**
- **The Annual Back-2-School Parent Chat survey is launched in August and results are shared in the Fall Newsletter**
- **The Victim Services survey is launched in September and results are shared in the Fall Newsletter**
- **The Bullying Survey is launched in October and results are shared in the Winter Newsletter**

Furthermore, the Social Media Specialist post program information and resources, launch community polling information and gather feedback via Facebook, Instagram, Twitter and YouTube. The FLCRC Quarterly Newsletter is shared on all social media platforms including a push notification on the FLCRC App.

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: **F.L.C.R.C.**

Project Name:

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. Please send invoices to countyjudge_invoices@fortbendcountytexas.gov.
- 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 January 31, 2022
Submit via email to: Vanessa.mckeehan@fbctx.gov**

Other Documents to include with this application:

IRS Designation letter of 501(3)(c) status

Latest UnAudited Financial Statement

Organization Chart

List of Board of Directors

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

DEPARTMENT OF THE TREASURY

Date:

AUG 29 2013

FAMILY LIFE AND COMMUNITY RESOURCE
CENTER
2204 THOMPSON RD STE 100
RICHMOND, TX 77469

Employer Identification Number:

45-4688451

DLN:

17053019752013

Contact Person:

CASEY A SUTFIELD

ID# 31474

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

January 17, 2012

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Family Life and Community Resource Ctr
Balance Sheet
December 31, 2021

ASSETS

Current Assets		
Checking Account (Wells)	\$	43,118.27
Savings Account (WF)		410,202.45
Savings (Prosperity Bank)		290.00
Allegiance - Capital Funds		36,333.77
Allegiance Bank (C - Campaign)		68,573.15
Inventory-Office		13,214.99
		<hr/>
Total Current Assets		571,732.63
Property and Equipment		
		<hr/>
Total Property and Equipment		0.00
Other Assets		
Deposits		8,217.50
		<hr/>
Total Other Assets		8,217.50
		<hr/>
Total Assets	\$	<u><u>579,950.13</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	1,701.76
Credit Card Payable		4,118.66
Federal Payroll Taxes Payable		2,443.62
EE FICA W/H Tax		1,943.97
EE Med-care W/H Tax		1,822.66
		<hr/>
Total Current Liabilities		12,030.67
Long-Term Liabilities		
SBA - EIDL Noncurrent		117,500.00
SBA Loan		382,500.00
		<hr/>
Total Long-Term Liabilities		500,000.00
		<hr/>
Total Liabilities		512,030.67
Capital		
Unrestricted Fund Balance		81,271.50
Net Income		(13,352.04)
		<hr/>
Total Capital		67,919.46
		<hr/>
Total Liabilities & Capital	\$	<u><u>579,950.13</u></u>

Family Life and Community Resource Ctr
Income Statement
For the Six Months Ending December 31, 2021

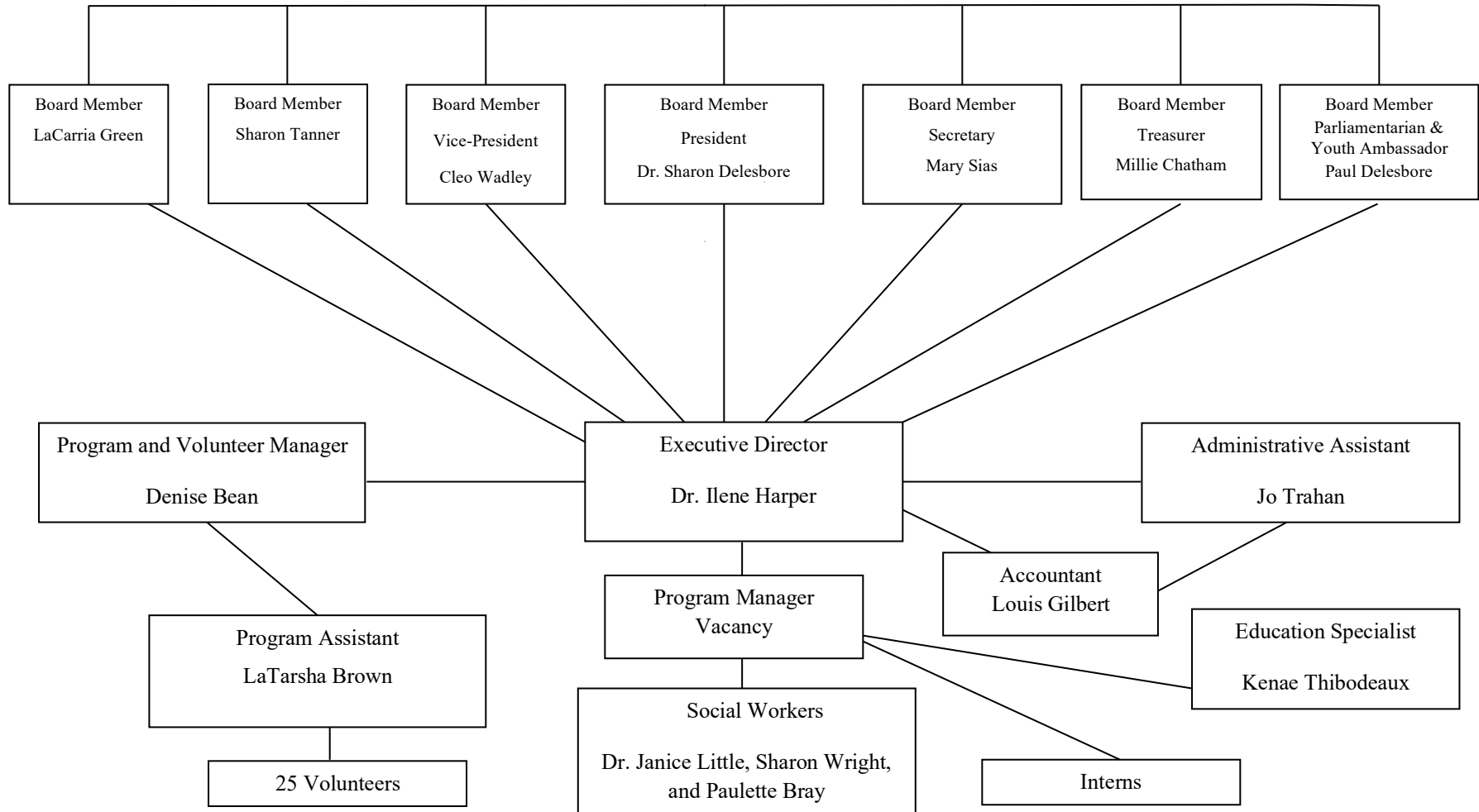
	Current Month		Year to Date	
Revenues				
Government - Grants I (GRIT)	\$ 0.00	0.00	\$ 45,983.46	22.90
Government - Grants II (VIP)	0.00	0.00	19,460.72	9.69
Foundation Grants	50,000.00	93.69	50,000.00	24.90
Private - Donations	300.00	0.56	2,020.90	1.01
Contracts	0.00	0.00	33,664.98	16.76
In-Kind Contributions	362.50	0.68	4,792.50	2.39
Fundraisers	1,993.88	3.74	4,894.11	2.44
Capital Campaign Contributions	696.72	1.31	3,900.23	1.94
Grants	0.00	0.00	36,029.00	17.94
Interest Income	14.53	0.03	63.56	0.03
	<u>53,367.63</u>	<u>100.00</u>	<u>200,809.46</u>	<u>100.00</u>
Cost of Sales				
Professional Svs (In-Kind)	362.50	0.68	4,792.50	2.39
	<u>362.50</u>	<u>0.68</u>	<u>4,792.50</u>	<u>2.39</u>
Total Cost of Sales	362.50	0.68	4,792.50	2.39
	<u>362.50</u>	<u>0.68</u>	<u>4,792.50</u>	<u>2.39</u>
Gross Profit	53,005.13	99.32	196,016.96	97.61
	<u>53,005.13</u>	<u>99.32</u>	<u>196,016.96</u>	<u>97.61</u>
Expenses				
Scholarship to Individuals	0.00	0.00	1,000.00	0.50
Auto/Rental Expense	0.00	0.00	825.12	0.41
Promotion/Media Expense	615.00	1.15	4,421.00	2.20
Bank Fees	33.60	0.06	88.50	0.04
Professional Services	1,286.76	2.41	18,868.92	9.40
Contract Labor	0.00	0.00	29.65	0.01
Accounting Fees	300.00	0.56	3,707.50	1.85
Employee Benefit Programs Exp	360.00	0.67	2,160.00	1.08
Office Supplies Expense	59.68	0.11	3,080.60	1.53
Program Event Expense	3,069.08	5.75	19,903.49	9.91
Payroll Services Expense	0.00	0.00	60.10	0.03
Computer Services Expense	101.20	0.19	2,350.25	1.17
Rent Expense	179.00	0.34	9,291.50	4.63
Telephone Expense	0.00	0.00	200.00	0.10
Postage and Shipping Expense	23.20	0.04	186.45	0.09
Capital Campaign- Expense	1,700.00	3.19	19,046.00	9.48
Meals & Entertainment	0.00	0.00	20.91	0.01
Printing Expense	0.00	0.00	534.38	0.27
Publications/ Dues	0.00	0.00	384.18	0.19
Mileage & Tolls	360.70	0.68	1,900.27	0.95
Meetings Expense	448.01	0.84	663.21	0.33
Insurance Expense	54.75	0.10	328.70	0.16
Payroll Tax Expense	1,592.56	2.98	8,346.39	4.16
Salaries & Wages Expense	23,686.90	44.38	111,971.88	55.76
	<u>33,870.44</u>	<u>63.47</u>	<u>209,369.00</u>	<u>104.26</u>
Total Expenses	33,870.44	63.47	209,369.00	104.26
	<u>33,870.44</u>	<u>63.47</u>	<u>209,369.00</u>	<u>104.26</u>
Net Income	\$ 19,134.69	35.85	\$ (13,352.04)	(6.65)
	<u><u>19,134.69</u></u>	<u><u>35.85</u></u>	<u><u>(13,352.04)</u></u>	<u><u>(6.65)</u></u>

Family Life and Community Resource Ctr
Income Statement
For the Six Months Ending December 31, 2021

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
Revenues				
Government - Grants I (GRIT)	\$ 0.00	\$ 12,180.44	\$ 45,983.46	\$ 74,806.86
Government - Grants II (VIP)	0.00	6,070.00	19,460.72	17,252.00
Foundation Grants	50,000.00	0.00	50,000.00	35,000.00
Private - Donations	300.00	1,863.47	2,020.90	3,539.64
Contracts	0.00	0.00	33,664.98	0.00
In-Kind Contributions	362.50	372.00	4,792.50	8,748.28
Fundraisers	1,993.88	0.00	4,894.11	0.00
Capital Campaign Contributions	696.72	5,300.00	3,900.23	23,030.59
Grants	0.00	0.00	36,029.00	0.00
Interest Income	14.53	2.11	63.56	11.94
Total Revenues	<u>53,367.63</u>	<u>25,788.02</u>	<u>200,809.46</u>	<u>162,389.31</u>
Cost of Sales				
Professional Svs (In-Kind)	362.50	372.00	4,792.50	3,488.00
Executive Dir. Svs (In-Kind)	0.00	0.00	0.00	2,354.00
Supplies/ Products (In-Kind)	0.00	0.00	0.00	2,906.28
Total Cost of Sales	<u>362.50</u>	<u>372.00</u>	<u>4,792.50</u>	<u>8,748.28</u>
Gross Profit	<u>53,005.13</u>	<u>25,416.02</u>	<u>196,016.96</u>	<u>153,641.03</u>
Expenses				
Scholarship to Individuals	0.00	0.00	1,000.00	1,000.00
Auto/Rental Expense	0.00	0.00	825.12	0.00
Promotion/Media Expense	615.00	1,050.00	4,421.00	5,055.74
Bank Fees	33.60	118.28	88.50	426.10
Professional Services	1,286.76	2,025.82	18,868.92	21,045.66
Contract Labor	0.00	0.00	29.65	610.50
Accounting Fees	300.00	300.00	3,707.50	1,500.00
Employee Benefit Programs Exp	360.00	360.00	2,160.00	847.50
Office Supplies Expense	59.68	352.43	3,080.60	2,077.73
Program Event Expense	3,069.08	641.86	19,903.49	16,163.76
Payroll Services Expense	0.00	13.50	60.10	58.51
Computer Services Expense	101.20	90.39	2,350.25	2,276.88
Rent Expense	179.00	179.00	9,291.50	1,545.00
Telephone Expense	0.00	50.00	200.00	300.00
Postage and Shipping Expense	23.20	33.00	186.45	157.43
Capital Campaign- Expense	1,700.00	0.00	19,046.00	0.00
Maintenance Expense	0.00	0.00	0.00	320.00
Meals & Entertainment	0.00	0.00	20.91	37.03
Printing Expense	0.00	0.00	534.38	157.90
Publications/ Dues	0.00	0.00	384.18	174.12
Mileage & Tolls	360.70	249.00	1,900.27	1,441.64
Meetings Expense	448.01	0.00	663.21	59.80
Insurance Expense	54.75	54.85	328.70	329.10
Payroll Tax Expense	1,592.56	1,257.35	8,346.39	7,276.56
Salaries & Wages Expense	23,686.90	16,436.00	111,971.88	95,119.06
Total Expenses	<u>33,870.44</u>	<u>23,211.48</u>	<u>209,369.00</u>	<u>157,980.02</u>
Net Income	<u>\$ 19,134.69</u>	<u>\$ 2,204.54</u>	<u>\$ (13,352.04)</u>	<u>\$ (4,338.99)</u>



FLCRC Organizational Chart





**Family Life and Community
Resource Center
Board of Trustees**

Dr. Sharon Delesbore

President

5 years Secretary and 4 years President (2012—present)

Cleo Wadley

Vice-President

9 years (2012---present)

Millie Chatham

Treasurer

5 years Board Member and 4 years as Treasurer (2012---present)

Mary Sias

Secretary

3 years and 2 year as Secretary (2016—present)

Paul Delesbore

Parliamentarian

2 years and 3 year as Parliamentarian (2017-present)

Youth Ambassador

Lacarría Green

Member

2 years (2019--present)

Sharon Tanner

Member

2 years (2019--present)