

STATE OF TEXAS §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO NON-PROFIT PARTNERSHIP
GRANT PROGRAM FY2021 AMERICAN RESCUE PLAN ACT
(ARPA) FUNDING AGREEMENT**

THIS AMENDMENT, 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 **Family Life Community Resource Center d/b/a FLRC** (hereinafter “Non-Profit”), a company authorized to conduct business in the State of Texas. The Non-Profit and the County may be referred to collectively as the “Parties.”

WHEREAS, the parties executed and accepted that certain Non-Profit Partnership Grant Program FY2021 American Rescue Plan Act (ARPA) Funding Agreement on December 21, 2021, (hereinafter “Agreement”) which is attached as Exhibit A-1, and incorporated by reference herein; and

WHEREAS, the parties desire to amend the Agreement to increase the total allocation of funds to Non-Profit under the Agreement, and extend the contract term for the purposes of meeting ARPA's goals under the non-profit partnership grant program, as authorized by 42 USC 803 (b) (3) (c) (3).

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to both Parties, the parties agree as follows:

1. County shall transfer to Non-Profit, an additional one hundred twenty-eight thousand, seven hundred eighty-four and 28/100 dollars (\$128,784.28) to continue providing Services to Fort Bend County residents under the terms and conditions of the Agreement.
2. The Maximum Grant Funds transferred to Non-Profit to carry out the terms of the Agreement is increased to an amount not to exceed six hundred three thousand, seven hundred eighty-four and 28/100 dollars (\$603,784.28), authorized as follows:

\$475,000.00 under the Agreement for calendar years 2022 and 2023; and

\$128,784.28 under this Amendment.

3. In no case shall the amount transferred by County to Non-Profit for all Services under the Agreement and this Amendment exceed the Maximum Grant Funds Transfer Amount without a written amendment executed by County.
4. The parties agree the terms and conditions of the underlying Agreement attached hereto as Exhibit A-1, have remained in effect to date and are hereby extended to end no later than December 31, 2025.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amended Agreement in multiple counterparts, each of which shall be deemed to be an original.

FORT BEND COUNTY

**FAMILY LIFE COMMUNITY RESOURCE
CENTER D/B/A FLRC**

KP GEORGE,
County Judge

Authorized Agent – Signature

Date

Authorized Agent – Printed Name

ATTEST:

Title

Laura Richard, County Clerk

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 Ed Sturdivant, County Auditor

EXHIBIT A-1

NON-PROFIT PARTNERSHIP GRANT PROGRAM FY2021 AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AGREEMENT

(December 21, 2021)

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

**NON-PROFIT PARTNERSHIP GRANT PROGRAM
FY 2021 AMERICAN RESCUE PLAN ACT (ARPA)
FUNDING AGREEMENT**

This Agreement is made and entered by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County") and Family Life Community Resource Center/DBA FLCRC ("Non Profit"). The Non Profit and the County may be referred to collectively as the "Parties."

RECITALS

WHEREAS, the American Rescue Plan Act (ARPA) provides \$350 billion in aid to state, local, Tribal, and territorial governments to be used for economic relief in response to the COVID-19 pandemic for "assistance to households, small businesses, and non-profits, or aid to impacted industries such as tourism, travel and hospitality;"

WHEREAS, Fort Bend County received an allocation of \$157 million of which a portion has been budgeted for the non-profit partnership grant Program ("Program");

WHEREAS, the Program funds Special Projects related to providing post COVID-19 Programs for Fort Bend residents;

WHEREAS, Non Profit applied to the Program and was approved for Program funding, as will be more fully described herein;

WHEREAS, County has determined that the Program to be provided by Non Profit serves a public purpose; and

WHEREAS, this Agreement is not for an expenditure under Texas Local Government Code Chapter 262, but an Agreement to transfer grant funds from County to a private Non-Profit entity, as specifically authorized by 42 USC 803 (b) (3) (c) (3) for the purpose of meeting ARPA' s goals.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

I. BASIC SCOPE OF AGREEMENT

- A. County shall transfer the Funds to the Non Profit subject to the terms of this Agreement.
- B. Non Profit accepts the Funds, all on and subject to the terms herein set forth, and the Non Profit shall manage and expend the Funds on the public purpose Project described in Exhibit "A" ("Project"). Non Profit shall make any adjustments necessary to bring the Services to be provided within the amount of funding awarded.

II. FUNDING STANDARDS

- A. The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):
- B. Use of Funds. Non Profit agrees to only use funding in accordance with this Agreement, the application submitted to Project (incorporated and attached as Exhibit A) and as allowed by 31 CFR Part 35 (incorporated and attached as Exhibit B).
- C. Documentation of Expenditures. The Non Profit shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Project.
- D. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Non Profit expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Non Profit shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.
- E. Discontinuance of Project. In the event the Non Profit ceases or otherwise discontinues the Project during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.
- F. Federal funds. Non Profit understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Non Profit represents that it is and will remain in compliance with all federal terms as stated in Exhibit C. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically

indicates otherwise. Non Profit shall require that these clauses shall be included in each covered transaction at any tier.

III. TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement is effective as of the date executed by both Parties and shall terminate on the sooner of the expenditure of funds or December 31, 2024 (unless sooner terminated in accordance with this Agreement).

IV. TERMINATION

If the Non Profit fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Non Profit violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Non Profit of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Non Profit shall promptly repay to the County the full amount of the Funds.

V. AMOUNT OF THE FUNDS

A. The County shall transfer and the non Profit hereby agrees to accept the Funds for performance of the public purpose Project described in the attached Exhibit "A," as follows:

\$237,500	for calendar year 2022
\$237,500	for calendar year 2023
Total amount to be transferred:	\$475,000

This is the total maximum funding the County shall have available specifically allocated to fully discharge any and all liabilities that may be incurred by the County under this Agreement.

B. The County is not obligated to provide Non Profit with any further funds beyond the amounts stated herein or provide any other sources of funding or reimbursements.

VI. COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. Non Profit shall allow inspection of all documentation and records related to its expenditure of funding by the County or the U.S. Department of Treasury upon reasonable request, and retain such for a minimum of four (4) years from the

date of Non Profit's final receipt of it portion of the funding; and

B. Non Profit Reports and Independent Audit Report. Provide the County with a report which includes success meeting Project objectives, the total number of persons and agencies directly served, and the number of County citizens served.

VII. NOTICES

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County: Fort Bend County
Attention: County Judge
401 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attention: County Auditor
301 Jackson Street, Suite 701
Richmond, Texas 77469

Non Profit: Family Life Community Resource Center
DBA FLCRC
Attention: Dr Ilene Harper
Po Box 1434
Richmond, TX 77406

VIII. GENERAL TERMS AND CONDITIONS

A. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

B. Conflict of Interest. The Non Profit covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Project to be undertaken through this Agreement. The Non Profit further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Non Profit.

C. Assignment; Successors and Assigns. The Non Profit shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

D. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Non Profit is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Non Profit. The burden of proof for the need of such relief shall rest upon the Non Profit. To obtain a release based on force majeure, the Non Profit shall file a written request with the County.

E. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

F. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Non Profit shall refund all of the Funds that were tendered by the County to the Non Profit prior to such finding.

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

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Fort Bend County, Texas.

Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have

Date: 12/21/2021

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 475,000.00 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.



Robert Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Project Application
Exhibit B: 31 CFR Part 35
Exhibit C: Federal Clauses

Exhibit A:
Project Application



Office of the Secretary of State

CERTIFICATE OF FILING OF

Family Life and Community Resource Center
File Number: 801537429

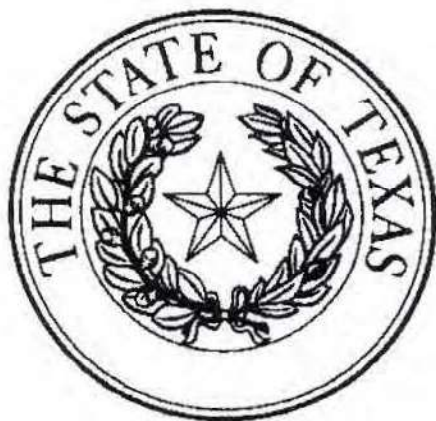
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/17/2012

Effective: 01/17/2012



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Form 202
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709

Filing Fee: \$25



Certificate of Formation
Nonprofit Corporation

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
JAN 17 2012
Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a nonprofit corporation. The name of the entity is:

Family Life and Community Resource Center

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Ilene		Harper	Mrs.
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

C. The business address of the registered agent and the registered office address is:

2204 Thompson Road Suite 100	Richmond	TX	77469
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Article 3 – Management

The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

A minimum of three directors is required.

Director 1				
Marion	L	Shepard	Mrs.	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
2204 Thompson Road Suite 100	Richmond	TX	77469	Fort Bend
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Director 2				
Sharon	J	Delesbore	Mrs.	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
2204 Thompson Road Suite 100	Richmond	TX	77469	Fort Bend
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Director 3				
Rodney		Johnson	Mr.	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
2204 Thompson Road Suite 100	Richmond	TX	77469	Fort Bend
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

OR

☐ The management of the affairs of the corporation is to be vested in the nonprofit corporation's members.

Article 4 – Membership

(See instructions. Do not select statement B if the corporation is to be managed by its members.)

- ☐ A. The nonprofit corporation shall have members.
- ☒ B. The nonprofit corporation will have no members.

Article 5 – Purpose

(See instructions. This form does not contain language needed to obtain a tax-exempt status on the state or federal level.)

The nonprofit corporation is organized for the following purpose or purposes:

To provide resources, support, collaboration, training, partnerships, education and health services to youth, families, schools, and the community.

The following text area may be used to include any additional language or provisions that may be needed to obtain tax-exempt status.

Supplemental Provisions/Information

(See instructions.)

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

Ilene Harper

Name

2204 Thompson Road Suite 100

Richmond

TX

77469

Street or Mailing Address

City

State

Zip Code

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: January 11, 2012

Ilene Harper

Signature of organizer

Ilene Harper

Printed or typed name of organizer



Office of the Secretary of State

CERTIFICATE OF FILING OF

F.L.C.R.C.
801537429

[formerly: Family Life and Community Resource Center]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 04/04/2017

Effective: 04/04/2017



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State



FAMILY LIFE AND COMMUNITY RESOURCE CENTER Bylaws

(Bylaw revisions December 19, 2020 and adopted Thursday, July 1, 2021)

[Initial Draft started Saturday April 28, 2012]

[Draft completed Saturday, June 2, 2012]

[Revised Copy completed and adopted Saturday, August 18, 2012]

[Revised Copy completed and adopted Wednesday, January 2, 2019]

ARTICLE I Purpose of the Corporation

Section 1.01. Purpose(s).

The Family Life and Community Resource Center (FLCRC) is a 501(c)3 non-profit organization formed on January 17, 2012 for the following purposes: education, resources, collaboration, training, partnerships, and mental health support services for youth, families, schools, and the community. Crime victim services, youth leadership programs and parent engagement are our key focus areas.

ARTICLE II Offices

Section 2.01. Location.

The principal office of the Family Life and Community Resource Center shall be located within or without the Fort Bend County, as designate by the Board of Directors. The Corporation may maintain additional offices as such other places as determined by the Board of Directors. Family Life and Community Resource Center shall continuously maintain a registered office within Fort Bend County as designated by the Board of Directors.

ARTICLE III Membership

Section 3.01. General Membership.

The Family Life and Community Resource Center (FLCRC) shall have no voting membership. General membership is designated for individuals who work within the Corporation to help plan, prepare and conduct the activities of the Corporation. Members willfully pay an annual membership fee. Members working within the Corporation earn consideration for leadership positions within the Family Life and Community Resource Center.

ARTICLE IV

Board of Directors

Section 4.01. Board of Directors.

The board of directors of FLCRC shall be designated by the incorporators, and shall serve for three years. Directors shall not receive any salary from FLCRC. A board of director is defined as an individual elected/appointed to assist in the overseeing of the Corporation's activities. Board of directors meet routinely to discuss and vote on the affairs of the Corporation. The Board of Directors (BOD) of the Family Life and Community Resource Center (FLCRC) shall be the President, Vice President, Secretary, Parliamentarian, Treasurer, and general board member positions. BOD position 1-President, BOD position 2-Secretary, BOD position 3-Treasurer are required for governance. The BOD shall have authority to carry out the duties prescribed in these bylaws.

Section 4.01.a. Duties of Office.

- A. President: The President of FLCRC will, subject to the control of the Board of Directors or any Committees, supervise and control the affairs of FLCRC. The President will perform all duties pertaining to the office of President and any other duties that may be required by these Bylaws or prescribed by the Board of Directors.
- B. Vice President: The Vice-President will perform all duties and exercise all powers of the President when the President is absent or is otherwise unable to act. The Vice-President will perform any other duties that may be prescribed by the Board of Directors.
- C. Secretary: The Secretary will keep minutes of all meetings of Members and of the Board of Directors, be the custodian of FLCRC records, give all notices as are required by law or by these Bylaws, and generally perform all duties incident to the office of Secretary and any other duties as may be required by law, by the Bylaws, or which may be assigned by the Board of Directors.
- D. Treasurer: The Treasurer will have charge and custody of all funds of FLCRC, and will deposit the funds as required by the Board of Directors, keep and maintain adequate and correct accounts of the FLCRC's properties and business transactions, and render reports and accountings to the Board of Directors. The Treasurer will perform all duties incident to the office of Treasurer, and any other duties that may be required by these Bylaws or prescribed by the Board of Directors.
- E. Parliamentarian: The Parliamentarian will serves as the adviser on the proper conduct of a meeting in regard to the affairs of FLCRC. The Parliamentarian will perform all duties pertaining to the office of Parliamentarian, and any other duties that may be required by these Bylaws or prescribed by the Board of Directors.
- F. Members: The BOD member(s) will actively engage in all activities, build relationships with team members and provide direction for the organization as prescribed by the FLCRC Bylaws.

Section 4.01.b. Addendum to Office.

A board of director must serve a minimum of one year on the board to be eligible for appointment to an office. If less than one year has been served, the board of directors must approve the eligibility.

Section 4.02. Power of the Board of Directors.

The affairs of the Family Life and Community Resource Center shall be managed by the Board of Directors. Directors may be residents of the State of Texas and other parts of the United States.

Section 4.03. Number of Directors.

The number of Directors shall be no less than three (3) or more than seven (7). The number of Directors may be increased or decreased from time to time by amendment to the Bylaws. No decrease shall shorten the term of any incumbent Director nor shall the number of Directors be decreased at any time to less than three (3).

Section 4.04. Election and Term of Directors.

(a) The first Board of Directors of the Family Life and Community Resource Center shall consist of those persons named in the Articles of Incorporation. Such persons shall hold office until the first annual election of Directors.

(b) Election of Board of Directors shall occur at each annual meeting of the Board of Directors. The terms of Directors shall be staggered. Initial Board members shall serve staggered terms of three years. Thereafter, Board members shall serve three-year terms with approximately half of the Directors elected at each annual meeting. Each director shall hold office until the annual meeting when his/her term expires and until his/her successor has been elected and qualified.

Section 4.05. Qualifications.

A majority of Directors must reside in the United States.

Section 4.06. Vacancies.

Vacancies shall be filled by majority vote of the remaining members of the Board of Directors for the unexpired term. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office and shall serve until his/her successor is elected and qualified.

Section 4.07. Removal of Directors.

A Director may be removed by a majority vote of the Board of Directors, at any regularly scheduled or special meeting of the Board of Directors, wherein the best interests of FLCRC would be served thereby.

Section 4.08. Resignation.

Except as otherwise required by law, a Director may resign from the Board at any time by giving notice in writing to the Board. Such resignation shall take effect at the time specified therein and unless otherwise specified by the Board of Directors per release agreement(s).

Section 4.09. Quorum of Directors and Action by the Board.

Unless a greater proportion is required by law, a majority of four (4) Directors then in office shall constitute a quorum for the transaction of business. If a quorum is present at the commencement of a meeting, a quorum shall be deemed present throughout such proceedings. Except as otherwise provided by law or by the Articles of Incorporation or these Bylaws, the act

of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 4.10. Meetings of the Board.

- (a) Meetings of the Board of Directors, regular or special, may be held at such place within or without the state of Texas and upon such notice as may be prescribed by resolution of the Board of Directors.
- (b) An annual meeting shall be held once a year at a time and location set by the Board of Directors during the summer months of that fiscal year. The Board shall hold at least 6 regular meetings a year, but may meet more frequently if circumstances require.
- (c) A Director's attendance at any meeting shall constitute waiver of notice of such meeting, excepting such attendance at a meeting by the Director for the purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.
- (d) Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of such meeting.

Section 4.11. Informal Action by Directors; Meetings by Conference Telephone.

- (a) Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken by the Board may be taken without a meeting if a majority of the directors consent in writing through fax, mail, or by electronic mail to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the directors shall be filed with the minutes of proceedings of the Board.
- (b) Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any or all directors may participate in a meeting of the Board or a committee of the Board by means of conference telephone or by any means by which all persons participating in the meeting are able to communicate with one another, and such participation shall constitute presence in person at the meeting.

Section 4.12. Voting.

Each Director shall have one vote. All voting at meetings shall be done personally and no proxy shall be allowed.

Section 4.13. Compensation.

Directors shall not receive any compensation from the Family Life and Community Resource Center for services rendered to FLCRC as directors of the Board, except that directors may be reimbursed for expenses incurred in the performance of their duties to FLCRC, in reasonable amounts based on policies approved by the Board.

Section 4.14. Absence.

Each Board of Director is expected to communicate with the Secretary/President in advance of all Board meetings stating whether or not s/he is able to attend or participate by conference telephone or other agreed-upon means of communication. Any Board of Director who is absent from three (3) consecutive Board meetings or fails to participate for a full year shall be deemed to have resigned due to non-participation, and his/her position shall be declared vacant, unless the Board affirmatively votes to retain that director as a member of the Board.

Article V Committees

Section 5.1. Committees of Directors.

The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint one or more committees, each consisting of two or more directors, which committees shall have and exercise the authority of the Board of Directors in the governance of FLCRC. However, no committee shall have authority to amend or repeal these bylaws, elect or remove any officer or director, or adopt a plan of merger, or authorize the voluntary dissolution of FLCRC.

Section 5.2. Executive Committee.

Between meetings of the Board of Directors, on-going oversight of the affairs of FLCRC may be conducted by an Executive Committee, the membership of which shall include the officers of the Board.

Section 5.3. Finance/Audit Committee.

The Finance committee is responsible for ensuring that FLCRC's financial statements and procedures are evaluated to determine that adequate fiscal controls and procedures are in place and that FLCRC is in good financial health. The Treasurer of the Board shall always be a member of the Finance Committee. The Finance Committee will conduct a review of the procedures to ensure that controls are in place and practiced.

Section 5.4. Other Committees and Task Forces.

The Board of Directors may create and appoint members to such other committees and task forces as they shall deem appropriate. Such committees and task forces shall have the power and duties designated by the Board of Directors, and shall give advice and make non-binding recommendations to the Board.

Section 5.5. Term of Office.

Each member of a committee shall serve for one year until the next annual meeting of the Board of Directors and until a successor is appointed, unless the committee is dissolved.

Section 5.6. Vacancies.

Vacancies in the membership of committees may be filled by the Chair of the Committee.

Section 5.7. Rules.

Each committee and task force may adopt rules for its meetings not inconsistent with these bylaws or with any rules adopted by the Board of Directors. The President acting on behalf of the Board may from time to time appoint a person to act singly or as a committee or committees to provide expert advice to FLCRC or to assist in other ways. Groups of advisors may include an Honorary Board, an Advisory Board, a Friends Committee, and/or other advisory groups. Each such advisor shall serve at the pleasure of the Board for a period of time designated by the Board, and shall have only such authority or obligations as the Board of Directors may from time to time determine. No advisor shall receive compensation for services rendered, except for

payment of reasonable expenses in accordance with policies established by the Board of Directors, unless such compensation is authorized by a majority of the Board members then in office. A director may serve as an advisor but may not receive compensation except for payment of reasonable expenses in accordance with FLCRC's policies.

ARTICLE VI

Officers, Agents, Staff and Employees

Section 6.1. Number; Term of Office.

The officers of the Family Life and Community Resource Center "FLCRC" shall be elected by the Board of Directors "Board" and may consist of: a Chief Executive Officer (i.e. Executive Director, President, Superintendent, Principal or other administrator, etc.), a Chief Operating Officer, a Chief Financial Officer and one or more Vice Presidents (including, without limitation, Assistant, Executive, Senior and Group Vice Presidents) and a Treasurer, Secretary and such other officers and agents with such titles and such duties as the Board may from time to time determine, each to have such authority, functions or duties as in these Bylaws provided or as the Board may from time to time determine, and each to hold office for such term as may be prescribed by the Board and until such person's successor shall have been chosen and shall qualify, or until such person's death or resignation, or until such person's removal in the manner hereinafter provided. One person may hold the offices and perform the duties of any two or more of said offices; provided, however, that no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Certificate or these Bylaws to be executed, acknowledged or verified by two or more officers. The Board may require any officer or agent to give security for the faithful performance of such person's duties.

Section 6.2. Removal.

Any officer may be removed, either with or without cause, by the Board at any meeting thereof called for the purpose or by any superior officer upon whom such power may be conferred by the Board.

Section 6.3. Resignation.

Any officer may resign at any time by giving notice to the Board, the Chief Executive Officer or the Board of Directors' Secretary. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.4. Chairman of the Board.

The Chief Executive Officer may be an officer of FLCRC, subject to the control of the Board, and shall report directly to the Board.

Section 6.5. Chief Executive Officer (Executive Director).

The Chief Executive Officer shall have general supervision and direction of the business and affairs of FLCRC, subject to the control of the Board, and shall report directly to the Board.

Section 6.6. Chief Operating Officer.

The Chief Operating Officer shall perform such senior duties in connection with the operations of FLCRC as the Board or the Chief Executive Officer shall from time to time determine, and shall report directly to the Chief Executive Officer. The Chief Operating Officer shall, when requested, counsel with and advise the other officers of the organization and shall perform such other duties as may be agreed with the Chief Executive Officer or as the Board may from time to time determine.

Section 6.7. Presidents (Superintendents, Principals, etc.).

Any President shall, when requested, counsel with and advise the other officers of FLCRC and shall perform such other duties as he may agree with the Chief Executive Officer or as the Board may from time to time determine.

Section 6.8. Chief Financial Officer.

The Chief Financial Officer shall perform all the powers and duties of the office of the chief financial officer and in general have overall supervision of the financial operations of FLCRC. The Chief Financial Officer shall, when requested, counsel with and advise the other officers of FLCRC and shall perform such other duties as agreed upon with the Chief Executive Officer or as the Board may from time to time determine. The Chief Financial Officer shall report directly to the Chief Executive Officer.

Section 6.9. Vice Presidents (Assistant/Deputy Superintendents, Assistant/Associate Principals, etc.).

Any Vice President shall have such powers and duties as shall be prescribed by his superior officer or the Board. A Vice President shall, when requested, counsel with and advise the other officers of the organization and shall perform such other duties as he may agree with the Chief Executive Officer or as the Board may from time to time determine. A Vice President need not be an officer of FLCRC and shall not be deemed an officer of FLCRC unless elected by the Board.

Section 6.10. Treasurer.

The Treasurer, if one shall have been elected, shall supervise and be responsible for all the funds and securities of FLCRC; shall supervise and be responsible for the deposit of all moneys and other valuables to the credit of FLCRC in depositories of FLCRC; borrowings and compliance with the provisions of all indentures, agreements and instruments governing such borrowings to which FLCRC is a party; the disbursement of funds of FLCRC and the investment of its funds; and in general shall perform all of the duties to the office of the Treasurer. The Treasurer shall, when requested, counsel with and advise the other officers of FLCRC and shall perform such other duties as he/she may agree with the Chief Executive Officer or as the Board may from time to time determine.

Section 6.11. Controller.

The Controller shall be the chief accounting officer of FLCRC. The Controller shall, when requested, counsel with and advise the other officers of FLCRC and shall perform such other duties as he may agree with the Chief Executive Officer, the Chief Financial Officer or as the Board may from time to time determine.

Section 6.12. Secretary.

It shall be the duty of the Secretary or designee to act as secretary or designee at all meetings of the Board, of the committees of the Board and of the stockholders and to record the proceedings of such meetings in a book or books to be kept for that purpose; the Secretary or designee shall see that all notices required to be given by FLCRC are duly given and served; the Secretary or designee shall be custodian of the seal of FLCRC and shall affix the seal or cause it to be affixed to all certificates of stock of FLCRC (unless the seal of FLCRC on such certificates shall be a facsimile, as hereinafter provided) and to all documents, the execution of which on behalf of FLCRC under its seal is duly authorized in accordance with the provisions of these By-laws; the Secretary or designee shall have charge of the books, records and papers of FLCRC and shall see that the reports, statements and other documents required by law to be kept and filed are properly kept and filed; and in general shall perform all of the duties incident to the office of Secretary. The Secretary shall, when requested, counsel with and advise the other officers of FLCRC and shall perform such other duties as he/she may agree with the Chief Executive Officer or as the Board may from time to time determine.

Section 6.13. Assistant Treasurers, Assistant Controllers and Assistant Secretaries.

Any Assistant Treasurers, Assistant Controllers and Assistant Secretaries shall perform such duties as assigned to them by the Board or by the Treasurer, Controller or Secretary, respectively, or by the Chief Executive Officer. An Assistant Treasurer, Assistant Controller or Assistant Secretary need not be an officer of FLCRC and shall not be deemed an officer of FLCRC unless elected by the Board.

Section 6.14. Additional Matters.

The Chairman of the Board, the Chief Executive Officer, the Chief Operating Officer and the Chief Financial Officer of the Corporation shall have the authority to designate employees of the Corporation to have the title of Vice President, Assistant Vice President, Assistant Treasurer, Assistant Controller or Assistant Secretary. Any employee so designated shall have the powers and duties determined by the officer making such designation. The persons upon whom such titles are conferred shall not be deemed officers of FLCRC unless elected by the Board.

ARTICLE VII

Miscellaneous

Section 7.01. Fiscal Year.

The fiscal year of FLCRC shall begin on the first day of July and end on the last day of June (July 1 – June 30) or such other period as may be fixed by the Board of Directors.

Section 7.02. Corporate Seal, Design and/or Logo.

Any FLCRC seal, design or logo will be agreed upon by the Board of Directors.

Section 7.03. Contracts.

The Board of Directors may authorize the President of the Board of Directors, the Chief Executive Officer, and/or designee in their absence to enter into contracts or to execute and deliver other documents and instruments on FLCRC behalf. The board of directors may pass resolutions from time to time, which limit the authority of persons to act on behalf of FLCRC.

Section 7.04. Gifts.

The Board of Directors may authorize the President of the Board of Directors, the Chief Executive Officer, and/or designee to accept on behalf of FLCRC any contribution, gift, bequest, or devise for the purposes of FLCRC.

Section 7.05. Checks, Drafts, Etc.

All checks, drafts, or other orders for the payment of money, to sign acceptances, notes, or other evidences of indebtedness issued in the name of FLCRC shall be signed by such the Treasurer of the Board of Directors of FLCRC and in such manner as shall be from time to time determined by the Board of Directors. In the absence of such determination, such instrument shall be signed by the President of the Board of Directors except for disbursements equal to and/or over the amount of \$10,000.00 shall be considered "special disbursements" and must be approved in advance by the Board of Directors. Such authority may be general or confined to specific instance.

Section 7.06. Loans.

No loans shall be contracted on behalf of FLCRC and no evidences of indebtedness shall be issued in its name unless authorized by the Board of Directors. No loans shall be made by FLCRC to its Directors or Officers.

Section 7.07. Deposits.

All funds of FLCRC shall be deposited to the credit of FLCRC in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 7.08. Books and Records to be Kept.

FLCRC shall keep at such place within or without the Fort Bend County, as the Board of Directors shall from time to time designate (1) correct and complete books and records (2) minutes of the proceedings of the Board of Directors and any committee having any of the authority of the Board, and (3) a record of the names and addresses of the Board members entitled to vote. All books and records of FLCRC may be inspected by any Board member having voting rights, or his/her agent or attorney, for any proper purpose at any reasonable time.

Section 7.09. Amendment of Articles and Bylaws.

The Articles of Incorporation and the Bylaws of FLCRC may be adopted, amended, or repealed by the Board of Directors at any regular or special meeting.

Section 7.10. Indemnification and Insurance.

(a) Unless otherwise prohibited by law, the FLCRC shall indemnify any Director or Officer, any former Director or Officer, any person who may have served at its request as a Director or Officer of another corporation, whether for-profit or not-for-profit, and may, by resolution of the Board of Directors, indemnify any employee against any and all expenses and liabilities actually and necessarily incurred by him/her or imposed on him/her in connection with any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, including appeals) to which s/he may be or is made a party by reason of being or having been such director, officer, or employee; subject to the limitation, however, that there shall be no

indemnification in relation to matters as to which s/he shall be adjudged in such claim, action, suit, or proceeding to be guilty of a criminal offense or liable to the Corporation for damages arising out of his/her own negligence or misconduct in the performance of a duty to FLCRC .

ARTICLE VIII

Conflict of Interest Policy

Section 8.01. Conflict of Interest Policy.

The organization shall maintain a conflict of interest policy designed to protect the Organization's interest in connection with any transaction or arrangement which might benefit the interest of any covered person. Covered persons are defined as Board Members, Officers or key employees with governing or delegating powers. Committee Members with a direct influence on the board may also be considered in conflict if relations with Covered person are disclosed. Therefore, an annual disclosure statement shall be acknowledged by all committee members to affirm that they are in compliance with this policy annually or any time said conflict may arise.

Article IX

Dissolution

Section 9.01. Dissolution.

Upon dissolution of the association, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the association, dispose of all the assets of the association exclusively for the purposes of the association in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue code of 1986 (or corresponding provision of any future United States Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principle office of the association is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes. None of the remaining assets may inure to the benefit of any individual member or person.

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)