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**AGREEMENT FOR
TRANSITIONAL HOUSING AND ASSOCIATED SUPPORT FACILITIES
CATHY L. WRAY COMMUNITY CENTER
BETWEEN FORT BEND COUNTY AND
IMPACT CHURCH HOUSTON**

This Agreement is entered into by and between Fort Bend County ("County"), a political subdivision of the State of Texas, and Impact Church Houston, a non-profit organization ("Non-Profit"), for the purpose of developing transitional housing and associated support facilities for victims of human trafficking.

WITNESSETH

WHEREAS, Fort Bend County is committed to protecting the health, safety, and welfare of its residents, including combating human trafficking and exploitation, which often involves criminal activity and disproportionately affects vulnerable populations; and

WHEREAS, certain populations are particularly vulnerable due to factors including lack of stable housing, limited support, economic hardship, and trauma; and

WHEREAS, victims of human trafficking, due to limited resources may trigger the County's obligation to support paupers (Texas Local Gov't Code §81.027); and

WHEREAS, Community Impact Development Corporation intends to develop transitional housing and support facilities for victims of human trafficking; and

WHEREAS, these services align with the County's broader efforts to address human trafficking and protect vulnerable populations; and

WHEREAS, this Agreement, providing housing services, is deemed a health and safety matter and is exempt from competitive bidding (Texas Local Gov't Code §262.024(2)), and this Commissioners Court grants this exemption; and

WHEREAS, providing adequate support increases the likelihood that recipients will thrive and contribute positively to the community; and

WHEREAS, the Commissioners Court finds that this Agreement serves a County purpose.

AGREEMENT

1. Obligations of County

- A. County agrees to reimburse Non-Profit a maximum payment amount, not to exceed \$2,000,000.00 in support of the Cathy L. Wray Community Center (Project). This

Funding is an all-inclusive amount, and the County shall pay no additional fee, cost, or reimbursed expense pursuant to this Agreement. The County is not obligated to pay more than \$2,000,000.00, regardless of the Non-Profit's total project costs.

- B. County shall make direct payments to the Non-Profit's selected building Contractor and suppliers upon:
 - 1. Receipt of properly submitted pay applications from the Non-Profit.
 - 2. Certification by the County that the work associated with each pay application has been completed and inspected according to the approved plans and specifications.
 - 3. Alternatively, reimburse the Non-Profit for payments made to their selected Non-Profits, upon the same certification.
- C. County will perform necessary inspections of construction work to certify the completion of work related to payment applications.

2. Obligations of Non-Profit

- A. Prior to project kickoff, the Non-Profit shall deliver a comprehensive Program Procedure document. This document shall detail the project's mission, outlining the specific actions, processes, and methodologies that will be employed to ensure successful project implementation. This document must be approved by the County prior to the commencement of project activities.
- B. Pre-Development Services: Complete all pre-development activities, including but not limited to:
 - 1. Project planning, including needs assessments, program development, and operational planning.
 - 2. Platting and land development activities.
 - 3. Architectural and engineering design, including securing all necessary permits and approvals.
 - 4. Budgeting and securing all necessary funding beyond the County's contribution.
 - 5. Selection and management of qualified building contractors and suppliers.
 - 6. Conducting any necessary environmental assessments.
- C. Construction Management Services: Manage all aspects of the construction phase, including:
 - 1. Overseeing the work of building contractors and suppliers.
 - 2. Ensuring compliance with approved plans, specifications, and applicable building codes.
 - 3. Maintaining project schedules and budgets.
 - 4. Providing regular progress reports to the County.
 - 5. Provision of all documents needed for county to process payment applications.
- D. Post-Construction Reporting: Present a project update to the Fort Bend County Commissioners Court once annually for three (3) years following the completion of construction. This presentation will include, but not be limited to, information on

the project's progress, services provided, and impact on the community.

- E. The Non-Profit is solely responsible for all project costs exceeding \$2,000,000.00. The Non-Profit agrees not to seek reimbursement from the County for any costs above this amount. The County will pay within 30 days of receiving a written invoice approved by the County, provided a satisfactory final inspection of the completed Project (as described in this Agreement) has occurred. No payment is due until the Non-Profit submits a written invoice, the County approves it, and all other conditions of this Agreement are met.
- F. Non-Profit shall allow employees or other representatives of County who have been designated by Commissioner's Court to have reasonable access to the Non-Profit Location to ensure that the purposes of this Agreement are being fulfilled. A designated representative of the Non-Profit shall escort county representatives during their visits.

3. Term

This Agreement is effective upon execution of both Parties and shall continue through **DATE** unless terminated earlier in accordance with the provision Survival. The provisions regarding confidentiality, auditing, reporting and indemnification shall survive the termination or expiration of this Agreement.

4. Audit and Reporting

- A. County Audit Rights. The County shall have the right to audit the books and records of the Revenue Fund and the Non-Profit Project expenditures upon thirty (30) days written notice to the Non-Profit.
- B. At the discretion of the County, any such audit shall be performed by the County or by outside firms at County expense. The Non-Profit's cooperation shall include, but not be limited to, access to all Non-Profit's books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to the Project Costs. Each year through 12 months after the completion of the project, the Non-Profit shall furnish complete copies of the audited financial statements of the Non-Profit including auditor's opinion and footnotes, to the County within 135 days of the Non-Profit's fiscal year end.
- C. Review. The County (on its behalf and on behalf of the Non-Profit) agrees to maintain adequate records and documentation supporting its calculation of the Project Payments, and the Non-Profit and its duly authorized representatives have the right, upon reasonable notice, to review and audit such records at any reasonable time. The County and the Non-Profit agree to negotiate in good faith to resolve any disputes regarding the Non-Profit and Project payments.
- D. Annual Report through 12 months after the completion of the project. During the term of this Agreement, the Non-Profit agrees to provide to the County, on an annual basis, through 12 months after the completion of the project, within 135 days of the Non-Profit fiscal year end, a copy of the Non-Profit's annual fiscal audit and an annual

report on the following information:

- The amount and source of revenue in the Project Fund;
- The amount and purposes of the expenditures from the Project Fund during the prior fiscal year;
- The amount of Project Costs paid by the Non-Profit or advanced by the Non-Profit or a Non-Profit for the Project during the prior fiscal year and the date of such payment or advance;
- A schedule of Interest that has accrued on the Project funds expended by the Non-Profit's or a Non-Profit for the Project Costs minus any prior Project Payments, considering that the Project Payments are applied first to Interest and second to Project Costs; and
- Any final report of the Non-Profit's auditor relating to amounts owed by the Non-Profit as reimbursement to a Non-Profit for Project Costs that were received and approved by the Non-Profit Board of Trustees during the prior fiscal year, which report will be determinative of the calculation of Project Costs for any amounts advanced by the Non-Profit for the Project.

5. Independent Contractor

Non-Profit is an independent Non-Profit and not an employee, agent, or servant of the County. Non-Profit's agents, employees, officers, and volunteers performing work under this Agreement are solely employees of Non-Profit or its permitted subcontractor. Non-Profit and its personnel are not entitled to any privileges or benefits of County employment. Non-Profit retains control over the means and methods of achieving those outcomes of the Project.

6. Limit of Appropriation

Non-Profit 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 \$2,000,000.00, specifically allocated to fully discharge any and all liabilities County may incur.

7. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

8. Insurance

- A. Prior to commencement of the Services, Non-Profit 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. Non-Profit shall provide certified copies of insurance endorsements and/or policies if requested by County. Non-Profit 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. Non-Profit 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:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. 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.
 3. 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.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Non-Profit shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Non-Profit 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 the work under this Contract is completed.

- D. Non-Profit shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Non-Profit.

9. Indemnity

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-PROFITS AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

10. Assignment

Neither party to this contract shall assign the contract, nor any interest arising herein, without the written consent of the other.

11. Termination and Notice

A. Termination for Default

1. County may terminate the whole or any part of this Agreement for cause in if Non-Profit 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 commence curing 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.
2. If, after termination, it is determined by County that for any reason whatsoever that Non-Profit was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement.

- B. Return of Unused Funds Upon Early Termination. If this Agreement is terminated early, Non-Profit shall remit all unused funds to County within 30 days of the effective date of termination, without demand. "Unused funds" shall mean any funds provided by the County under this Agreement that have not been demonstrably and reasonably spent by the Non-Profit as of the effective date of termination, less any reasonable and documented expenses incurred by Non-Profit prior to the effective date of termination and directly related to the performance of this Agreement. Non-Profit shall provide documentation supporting any claimed expenses no later than [30] days following the effective date of termination.
- C. Upon termination of this Agreement, County shall compensate Non-Profit in accordance with the Compensation section above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Non-Profit's final invoice for said services will be presented to and paid by County in the same manner set forth in the Compensation section.
- D. 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).
- E. Notices. A Notice is effective only if the party giving or making the Notice has complied with the requirements of this Section and if the addressee has received the Notice. All notices shall be in writing and shall be delivered to the addresses listed below

County : Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, TX 77469

Copy to: Fort Bend County
Attn: Purchasing Agent
301 Jackson, Ste. 201
Richmond, Texas 77469

Non-Profit:

A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier (e.g., FedEx, UPS, DHL), upon receipt as indicated by the date on the signed receipt. 2.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver. 3. If by email, when the email is sent to the designated email address, unless the sending party receives an automated "out of office" reply or notification that the email address is invalid. A copy of any email notice shall also be sent by one of the methods listed in (1) above.

12. Miscellaneous

- A. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. As required by Chapter 2270, Government Code, Non-Profit hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By signature below, Non-Profit represents pursuant to Section 2252.152 of the Texas Government Code, that Non-Profit 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.
- B. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
- D. Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.
- E. HUMAN TRAFFICKING. BY ACCEPTANCE OF CONTRACT, NON-PROFIT 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.

12. Entire Agreement.

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have signed this Agreement, acknowledging they have read, understood, and voluntarily agreed to its terms.

FORT BEND COUNTY

IMPACT CHURCH HOUSTON

KP George, County Judge

Signature of Authorized Agent

Date

Name of Authorized Agent

ATTEST:

Laura Richard, County Clerk

Title of Authorized Agent

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to pay the obligation of Fort Bend County under and within the foregoing Agreement.

Robert Ed Sturdivant, Auditor