

THE STATE OF TEXAS     §  
                                     §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND §

**AGREEMENT FOR BOYS & GIRLS CLUBS PROGRAMS**

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter called "County," and the Boys & Girls Club of Greater Houston, Inc., a non-profit, Texas corporation, hereinafter referred to as "Contractor" for services provided in Fort Bend County, Texas.

**WITNESSETH:**

WHEREAS, County has a responsibility to provide for the support of its citizens who are unable to support themselves;

WHEREAS, County has the authority to provide recreational facilities and funding for recreational services, as well as support for its citizens;

WHEREAS, Contractor's mission is to inspire and enable all young people, especially those from disadvantaged circumstances, to realize their full potential as productive, responsible and caring citizens and Contractor provides programs to accomplish such mission;

WHEREAS, the Commissioners' Court of Fort Bend County finds that it is in the public interest and serves the general welfare of the community, for Contractor to provide an outreach program and for County to providing funding for such programs;

WHEREAS, the Commissioners' Court of Fort Bend County finds that by entering into this Agreement with Contractor, it will be promoting public safety and furthering its interest in law enforcement, by reducing crime, especially juvenile crime;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is hereby agreed as follows:

**ARTICLE I.  
INCORPORATION OF PREAMBLE**

The parties affirm that all of the matters set forth in the preamble are true and correct and hereby incorporate said preamble as a material part of this Agreement.

**ARTICLE II.  
SERVICES**

- 2.01 Contractor shall perform the following services as described in Article V.
- 2.02 Any event or activity permitted under the terms of this Agreement shall be supervised by Contractor's personnel, all of whom shall be properly trained, adequate in number and who shall remain on-site during the entire course of the event or activity.

**ARTICLE III.  
CONSIDERATION**

- 3.01 As consideration for this Agreement, County will pay to Contractor an amount not to

- exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00) to be paid from the BFI Tipping Funds.
- 3.02 Contractor shall submit an invoice describing in detail the services provided prior the County's processing of any payment.
- 3.03 County will make payment to Contractor within thirty (30) calendar days after receipt of an approved invoice.

ARTICLE IV.  
TERM

- 4.01 This Agreement shall be effective upon formal approval by County and shall terminate on September 30, 2011. This Agreement may be terminated without cause prior to the expiration of the term herein at the option of either County or Contractor upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein.
- 4.02 The termination of the Agreement will be effective upon the last day of the month in which the expiration of the thirty (30) day period occurs.

ARTICLE V.  
CONTRACTOR'S RESPONSIBILITIES AND OBLIGATIONS

- 5.01 During the term of this Agreement, Contractor's obligations and/or responsibilities hereunder, shall include the provision of the following services: the provision of outreach services for boys and girls between the ages of 7-17 in the areas of: character and leadership development, education and career development, health and life skills, the arts, sports, fitness and recreation, during the times from school until 8:00 p.m. and all day during the summer from 9:00 a.m. to 5:30 p.m.
- 5.02 Contractor shall also be solely responsible for all program supplies necessary to provide the Services. Contractor shall pay all the wages and salaries of all employees retained by Contractor, for the provision of the Services.
- 5.03 Contractor will not allow any illegal activity to take place at the site and will immediately report any and all illegal activity to law enforcement.
- 5.04 Breach of any provision of this Article shall be grounds for immediate termination of this Agreement.

ARTICLE VI.  
ASSIGNMENT

CONTRACTOR WILL NOT, IN WHOLE OR IN PART, TRANSFER, ASSIGN, ALL OR ANY PORTION, ABANDON, OR OTHERWISE DISPOSE OF ITS RIGHTS UNDER THIS AGREEMENT, WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF COMMISSIONERS' COURT.

ARTICLE VII.  
NOTICE

- 7.01 Any notice required or permitted hereunder to be given, shall be given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed to:

To County:  
Fort Bend County  
301 Jackson, 7<sup>th</sup> Floor  
Richmond, Texas 77469  
Attn: County Judge  
Phone (281) 341-8608  
Fax: (281) 341-8609

To Contractor:  
Angela Hodson, President & CEO  
Boys & Girls Club of Great Houston, Inc.  
1520-A Airline Drive  
Houston, TX 77009  
Phone 713-868-3426  
Fax 713-868-3703

With Copies To:  
Fort Bend County Attorney:  
301 Jackson Street, Suite 621  
Richmond, Texas 77469  
Phone: (281) 341-4555  
Fax: (281) 341-4557

- 7.02 Notice will be considered given and completed upon deposit of notice in the U.S. Mail.  
7.03 Notwithstanding anything to the contrary herein contained, County is not precluded from giving actual notice to the Contractor in any manner.  
7.04 Any change to Contractor's addresses will be in writing, signed by the Contractor, and will be delivered to the Commissioners' Court of the County.

ARTICLE VIII.  
INDEMINIFICATION

- 8.01 **CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD COUNTY, ITS AGENTS, EMPLOYEES AND OFFICERS (THE FOREGOING ARE COLLECTIVELY REFERRED TO HEREIN AS "COUNTY"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND RELATED EXPENSES IN ANY MANNER WHATSOEVER, ARISING OUT OF THE SERVICES AND ALL EVENTS AND/OR ACTIVITIES OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES AND VOLUNTEERS INCIDENT TO THIS AGREEMENT.**
- 8.02 **CONTRACTOR WILL INDEMNIFY AND PROTECT THE COUNTY FROM THE ALLEGED JOINT, CONCURRENT OR SOLE NEGLIGENCE, OR OTHER FAULT OF CONTRACTOR.**

ARTICLE IX.  
CONTRACTOR IS AN INDEPENDENT CONTRACTOR

- 9.01 In the performance of work or services under this Agreement, 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, its subcontractors.  
9.02 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 X.  
MISCELLANEOUS

- 10.01 Except as otherwise provided for herein, all consents, rules, and regulations as provided for herein by the County shall only be those approved or adopted by the Commissioners' Court of Fort Bend County, Texas.
- 10.02 Wherever the phrase "Commissioners' Court" is used herein, it refers to the Commissioners' Court of Fort Bend County.
- 10.03 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 10.04 Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
- 10.05 No member, official, or employee of County shall be personally liable to Contractor or any successor in interest, in the event of any default or breach by County or for any amount which may become due to Contractor, its successors, or on any obligations under the terms of this Agreement.
- 10.06 This Agreement shall be governed by the laws of the State of Texas. Venue for all purposes is the County of Fort Bend, Texas.

ARTICLE XI.  
CONTRACTOR'S REPRESENTATIONS AND ACKNOWLEDGEMENTS

- 11.01 Contractor warrants and represents unto County that:
  - A. Contractor is a duly organized and existing legal entity, in good standing in the state of Texas;
  - B. Contractor has full right and authority to execute, deliver and perform this Agreement;
  - C. The person executing this Agreement on behalf of Contractor was authorized to do so;
  - D. That prior to County's execution of this Agreement, Contractor will deliver to County satisfactory evidence of the person executing this Agreement's authority to execute this Agreement on behalf of Contractor;

ARTICLE XII  
ENTIRE AGREEMENT

- 12.01 This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the County, acting through its Commissioners Court, and Contractor.
- 12.02 Contractor hereby agrees that no representations or grants or rights or privileges shall be binding upon County unless expressed in writing in this Agreement.
- 12.03 Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

ARTICLE XIII.  
EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

**FORT BEND COUNTY:**

Robert E. Hebert

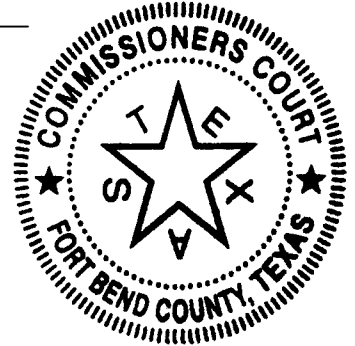
Robert E. Hebert, County Judge

Date: 11.23.2010

**ATTEST:**

Dianne Wilson

Dianne Wilson, County Clerk



**BOYS & GIRLS CLUBS OF GREATER HOUSTON, Inc.**

Angela Hodson

Angela Hodson, President & CEO

Date: 11/10/10

**Auditor Certificate**

I hereby certify that funds in the amount of \$15,000.00 are available to pay the County's obligation within the foregoing Agreement for the provision of Services.

Ed Sturdivant

Ed Sturdivant, County Auditor