

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

RENEWAL AGREEMENT FOR YMCA PROGRAMS

THIS RENEWAL 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 Fort Bend YMCA, a division of the YMCA of Greater Houston, a non-profit, Texas corporation, hereinafter referred to as "Contractor" to perform a summer youth outreach program at the New St. Phillips Missionary Baptist Church and an after-school computer learning program at Arcola City Hall located 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, County and Contractor agree that Contractor shall provide and has the ability to provide an organized and supervised outreach program;

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 and attached Exhibit A, incorporated by reference as if set forth herein verbatim for all purposes.
- 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.

RM
County Contractor

ARTICLE III.
CONSIDERATION

- 3.01 As consideration for this Agreement, County will pay to Contractor an amount not to exceed SEVENTY-THREE THOUSAND, NINE HUNDRED AND NINETY ONE DOLLARS (\$73,991.00)), payable in six (6) payments of \$12,331.83 each.
- 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, in addition to others specified herein, shall include the provision of the following services: the provision of outreach services in the form of summertime tutorial, recreational and developmental programming for youth 6 to 17 years old in low income/ "at risk" areas as more fully described in Exhibit A.
- 5.02 Contractor shall also provide the services described in Exhibit A as they relate to am after-school computer learning program.
- 5.03 Contractor shall pay all the wages and salaries of all employees retained by Contractor, for the provision of the Services.
- 5.04 Contractor shall also be solely responsible for all program supplies necessary to provide the Services.
- 5.05 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.
- 5.06 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, 7th Floor
Richmond, Texas 77469
Attn: County Judge
Phone (281) 341-8608
Fax: (281) 341-8609

To Contractor:

Gladys Brumfield, Executive Director
Fort Bend YMCA
4433 Cartwright
Missouri City, TX 77459
Phone 281.499.9622
Fax 281.281.499.6323

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.
INDEMNIFICATION

- 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.

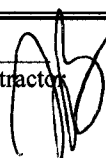
ARTICLE XI. CONTRACTOR'S REPRESENTATIONS AND ACKNOWLEDGEMENTS

- 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. 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.


County

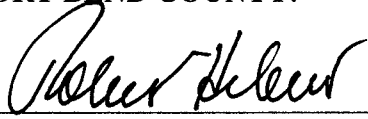

Contractor

12.02 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, County Judge

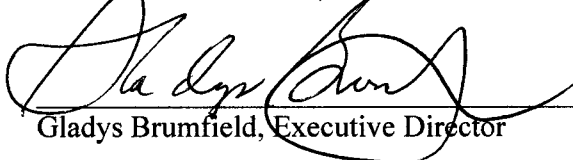
Date: 12-21-2010

ATTEST:


Dianne Wilson, County Clerk



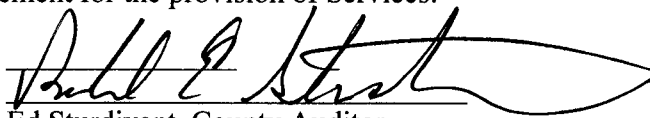
FORT BEND YMCA, A DIVISION OF THE YMCA OF GREATER HOUSTON


Gladys Brumfield, Executive Director

Date: 12.9.10

Auditor Certificate

I hereby certify that funds in the amount of \$73,991.00 are available to pay the County's obligation within the foregoing Agreement for the provision of Services.


Ed Sturdivant, County Auditor

I/2011/Agreements/Pct 1/3410---/12.02.2010 MTR

Exhibit A

Fresno/Arcola Area Advisory Committee --Grant Application--

Grant Proposal Information

19) Amount Requested from FRESNO AREA ADVISORY COMMITTEE: \$33999
Time frame for disbursement of grant funds: January 2011 - August 2011

20) What geographic area is served by the project/program? Arcola, Texas

21) Purpose of grant: To provide a educational, safe, nurturing and fun environment for Arcola area youth

22) Project Summary

(If other than general operating support, describe the program for which you seek funding, why you decided to pursue this project, and whether it is a new or ongoing part of your organization.)

The program is a ongoing computer lab program for the area residents that is centered around the youth in the community. Our goal is to continue this successful program from the 2009-2010 year. We feel the continuation of the program in Arcola will help us in our efforts to impact the community in a very positive manner. Computer classes, homework assistance, nutritional classes and other learning activities are made available to the youth in the community. We want to provide support and opportunities for the youth to have a productive, enriching and

23) Describe your plans for future fund raising.

As with other projects, the YMCA has been successful in securing both community funding support and grant support for various start-up programs. Just over the last 5 years, the YMCA volunteers have increased their overall annual fundraising from \$100,000 a year to over \$250,000 per year. In addition, we have secured and will seek government funding such as County support or CDBG funding support.

24) What are the goals, objectives and activities/strategies involved in this request? (Describe your specific activities/strategies using a timeline over the course of this request. What change or benefits do you expect for the participants of the program/project?)

Overall Outreach Program Purpose: To provide outreach services in the form of enhancement classes, computer lab classes, recreational and developmental programming for 6 to 15 year old youth in low income/"at-risk" areas of Arcola.

Overall Goal: To increase the number of Developmental assets in the kids of the targeted area in order to prepare them for better and more productive lives.

Program Goals & Objectives

- To provide a fun, safe, educational and active programs for boys and girls in the low-income/high-risk areas of East Fort Bend County.
- To provide homework assistance and motivate participants to improve their school performance and reading skills.
- Teach value systems emphasizing the YMCA's core values: Honesty, Respect, Responsibility, Caring & Faith.
- Teach skills and rules of team sports and other games, providing opportunities for fitness and leadership development.
- To provide a safe and caring atmosphere for youth that would normally be on the streets or home alone.
- To bring the name and services of the YMCA to youth that would normally not have the contact or transportation to enjoy the YMCA.
- To enlist volunteer and parental support from the communities to carry out and promote the program.
- To collaborate with churches, non-profits, businesses and government in the long term development of the programs.
- To monitor and increase the number of developmental assets in the youth of the outreach program (Age Groups 1st Grade - 12th Grade).

Program Outcomes

Fresno/Arcola Area Advisory Committee
--Grant Application--

Over the period of the grant request we expect to be able to introduce the youth to at least 9 developmental assets. According to the "Search Institute" study results of developmental assets in youth, for every asset that you can introduce to a youth, you increase the chances for the youth to develop into a strong and contributing member of society. We anticipate to introduce the youth to the following Developmental Assets:

- #3 (Other Adult Relationships) - Kids develop relationships with counselors and volunteers
- #10 (Safety) - The sites provide a safe environment for the youth that are normally latch-key kids that cannot afford care.
- #14 (Adult Role Models) - Staff and volunteers provide positive role models or kids.
- #18 (Youth Programs) - Programming is part of the daily curriculum of the outreach programs.
- #21 (Achievement Motivation) - Have the kids design, develop and implement a community service project. The reward will be a field trip to a pre-season Texans game.
- #25 (Reading for Pleasure) - We are in partnership with Fort Bend County Library in a Reading Program with incentives.
- #26 (Caring) - Besides modeling the trait, the sites reward kids displaying caring traits (Character development Tags)
- #29 (Honesty) - Besides modeling the trait, the sites reward kids displaying honesty traits (Character development Tags)
- #30 (Responsibility) - Besides modeling the trait, the sites reward kids displaying responsibility traits (C.D. Tags)

25) Do you have other funding sources for this project? If so, from whom, and how much?
No other funds have been secured at this time.

26) Anticipated Program Output: During the school year we served over 40 youth in the computer lab classes. During summer we anticipate serving 80-100 children Monday - Friday. The computer lab program will be an integral part of the summer camp program with other learning opportunities.

Attachments/Requirements:

27) A. Evaluation

28) Briefly describe your plan for measuring the success of the project, or for your organization's work.
The biggest way that we plan to gauge the success of the program will be to track the number of Developmental Assets that we can introduce to the area youth as described earlier in the proposal. In addition to the Developmental Asset Development, we will judge the success of the program through attendance retention, growth in numbers and through participant and parental surveys. Ultimately by keeping the kids engaged during the summer we hope to reduce the instance of youth drug abuse, vandalism, gang dependency and youth theft. These areas can be best measured by the local law enforcement agencies.

29) B. Organizational Structure/Administration

Describe how your organization works: What are the responsibilities of board, staff, and volunteers?

RM
County Contractor

Fresno/Arcola Area Advisory Committee
--Grant Application--

Operations of the YMCA and programs are the sole responsibility of the Executive Director and the staff of the Center. The Board provides the planning and strategic vision, acts as a liaison to the community and does the fundraising for the organization. All staff and program volunteers report to the Executive Director and the Executive Director reports jointly to the Center Board and the YMCA of Greater Houston Association staff.

30) List your Board of Directors.

Namita Asthana -
Anthony Antonidis -
Marlena Berger -
Keith Borgefeldt -
Raymond Brown
Sanjit Chawla
Derrick Cyprian
Mike Flory
Debra Galmiche
Domingo Gonzales, Jr
Pat Houck
Auturo Jackson
Nick Landoski
Rusty Lamb
Rodney McCray
Anthony Mauroulis
Alex Mathew
Keith Miller
Bouche Mickey
Tommy Phillips
Cee Cee Parker
Burke Randolph
Norma Reyna
Brenda Robinson
Ryan B Taylor
Charla Thompson
Richard Tisch
Maureen Sanders
Neal Vogan
Elliot wood
Leslie Woods
David Yancy II

31) How is your Board (or managers) selected (terms, etc.)?

The board is selected through a board development committee made up of former board members and community members. Nominations are taken from both current board members, members and community members. Each board member is voted into a 3 year term, with the eligibility for a second three year term. After

32) Who will be involved in carrying out the plans outlined herein?

The primary staff responsible for the implementation of the program will be Gladys Brumfield, Executive Director and Kem Redic, Program Director. Collectively they have over thirty years of programming experience. In addition to the staff, the Outreach Committee of the YMCA Board will monitor the development and implementation of the program. The current Chair of the Outreach Committee is Alex Mathew.

KM
County

Contract