

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**AGREEMENT FOR CHILD CARE SUPPORT SERVICES  
 BOYS & GIRLS CLUBS OF GREATER HOUSTON, INC**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter the "County"), a body corporate and politic under the laws of the State of Texas, and the Boys & Girls Clubs of Greater Houston, Inc. (hereinafter the "Boys & Girls Clubs"), a non-profit Texas corporation.

WITNESSETH

WHEREAS, extraordinary measures are being taken by the County to address the needs of its residents during the novel coronavirus, now designated as COVID-19, including a declaration of a local state of disaster for public health emergency pursuant to Section 418.108(a) of the Texas Government Code; and

WHEREAS, under Texas Government Code Section 418.1015, the County Judge as the County's Emergency Management Director, serves as the Governor's designated agent in the administration and supervision of duties under Chapter 418; and

WHEREAS, the County Judge, under the authority granted to the Governor pursuant to Section 418.016 of the Texas Government Code, and Annex M, Section IV. A. 5 (a) of the County's Basic Emergency Operations Plan, may use all available local government resources to respond to the disaster and temporarily suspend statutes and rules, including those relating to purchasing and contracting, if compliance would hinder or delay actions necessary to cope with a disaster; and

WHEREAS, the County Judge temporarily suspended requirements of the County Purchasing Act, Subchapter C, Chapter 262 of the Local Government Code regarding competitive bidding for procurement of goods and services needed in response to the COVID-19 public health emergency; and

WHEREAS, the County desires that Boys & Girls Clubs provide certain professional services to support the County's proposed plan to serve the educational needs of families of school-aged students impacted by COVID-19 (hereinafter "Services"); and

WHEREAS, the Commissioners Court of the County hereby finds the County's proposed plan to serve the educational needs of families of school-aged students impacted by COVID-19 serves a public purpose; and

---

Agreement for Child Care Support Services  
 Boys & Girls Clubs of Greater Houston, Inc.  
 Page 1 of 18

WHEREAS, Boys & Girls Clubs represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

## AGREEMENT

### **Section 1. Scope of Services**

Boys & Girls Clubs shall render Services to the County as defined in Boys & Girls Clubs' proposal attached hereto as Exhibit A and incorporated herein for all purposes.

### **Section 2. Personnel**

2.1 Boys & Girls Clubs represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Boys & Girls Clubs shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of the County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Boys & Girls Clubs shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee, agent, representative, or subcontractor of Boys & Girls Clubs who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the County, upon request of the County Judge, shall immediately be removed from association with the County.

### **Section 3. Compensation and Payment**

3.1 Boys & Girls Clubs' fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is a fee in an amount not to exceed two million fifty thousand dollars and no/100 (\$2,050,000.00). In no case shall the amount paid by the County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties. Travel expenses submitted for reimbursement must be incurred in accordance with the County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement.

3.2 All performance of the Scope of Services by Boys & Girls Clubs including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by the County.

3.3 The County will pay Boys & Girls Clubs based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Boys & Girls Clubs shall submit to County staff designated by the County Auditor, one (1) electronic (pdf) and/or one (1) original invoice showing the amounts due for services performed in a form

acceptable to the County. The County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the County Auditor for processing. The County shall pay each such approved invoice within thirty (30) calendar days. The County reserves the right to withhold payment pending verification of satisfactory work performed.

**Section 4. Limit of Appropriation**

4.1 Boys & Girls Clubs clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that the County shall have available the total maximum sum of two million fifty thousand dollars and no/100 (\$2,050,000.00), specifically allocated to fully discharge any and all liabilities the County may incur.

4.2 Boys & Girls Clubs does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Boys & Girls Clubs may become entitled to and the total maximum sum that the County may become liable to pay to Boys & Girls Clubs shall not under any conditions, circumstances, or interpretations thereof exceed two million fifty thousand dollars and no/100 (\$2,050,000.00).

**Section 5. Time of Performance**

The time for performance of the Scope of Services by Boys & Girls Clubs shall begin upon final execution of this Agreement and end no later than December 30, 2020. Boys & Girls Clubs shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

**Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Section 7. Termination**

7.1 Termination for Convenience - The County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 The County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Boys & Girls Clubs fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Boys & Girls Clubs materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to the County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from the County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Boys & Girls Clubs was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, the County shall compensate Boys & Girls Clubs in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the County. Boys & Girls Clubs' final invoice for said services will be presented to and paid by the County in the same manner set forth in Section 3 above.

7.4 If the County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Boys & Girls Clubs.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Boys & Girls Clubs as a part of its work under this Agreement, shall become the property of the County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Boys & Girls Clubs shall promptly furnish all such data and material to the County on request.

#### **Section 9. Inspection of Books and Records**

Boys & Girls Clubs will permit the County, or any duly authorized agent of the County, to inspect and examine the books and records of Boys & Girls Clubs for the purpose of verifying the amount of work performed under the Scope of Services. The County's right to inspect survives the termination of this Agreement for a period of four years.

## **Section 10. Insurance**

10.1 Prior to commencement of the Services, Boys & Girls Clubs shall furnish the 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 the County. Boys & Girls Clubs shall provide certified copies of insurance endorsements and/or policies if requested by the County. Boys & Girls Clubs 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. Boys & Girls Clubs 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:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be on a Claims Made form with limits not less than \$1,000,000.

10.2 The County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Boys & Girls Clubs shall contain a waiver of subrogation in favor of the County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Boys & Girls Clubs warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an

extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

**Section 11. Indemnity**

**BOYS & GIRLS CLUBS SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF Boys & Girls Clubs, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF Boys & Girls Clubs OR ANY OF Boys & Girls Clubs'S AGENTS, SERVANTS OR EMPLOYEES.**

**Section 12. Confidential and Proprietary Information**

12.1 Boys & Girls Clubs acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to the County. Any and all information of any form obtained by Boys & Girls Clubs or its employees or agents from the County in the performance of this Agreement shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Boys & Girls Clubs shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Boys & Girls Clubs) publicly known or is contained in a publicly available document; (b) is rightfully in Boys & Girls Clubs' possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Boys & Girls Clubs who can be shown to have had no access to the Confidential Information.

12.2 Boys & Girls Clubs agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Boys & Girls Clubs uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Boys & Girls Clubs shall use its best efforts to assist the County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Boys & Girls Clubs shall advise the County immediately in the event Boys & Girls Clubs learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Boys & Girls Clubs will at its expense cooperate with the County in seeking injunctive or other equitable relief

in the name of the County or Boys & Girls Clubs against any such person. Boys & Girls Clubs agrees that, except as directed by the County, Boys & Girls Clubs will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at the County's request, Boys & Girls Clubs will promptly turn over to the County all documents, papers, and other matter in Boys & Girls Clubs' possession which embody Confidential Information.

12.3 Boys & Girls Clubs acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to the County that is inadequately compensable in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Boys & Girls Clubs acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of the County and are reasonable in scope and content.

12.4 Boys & Girls Clubs in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Boys & Girls Clubs expressly acknowledges that the County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to the County by Boys & Girls Clubs shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

### **Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Boys & Girls Clubs shall be deemed an independent Boys & Girls Clubs, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Boys & Girls Clubs or, where permitted, of its subcontractors.

13.2 Boys & Girls Clubs 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 the County and shall not be entitled to any of the privileges or benefits of the County employment.

**Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

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

Boys & Girls Clubs: Boys and Girls Clubs of Greater Houston, Inc.  
Attn: Kevin Hattery, President and CEO  
~~1520-A Airline Drive~~ 815 CROSBY STREET  
Houston, Texas 77009- 77019

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 15. Compliance with Laws**

Boys & Girls Clubs 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

AS PER ORIGINAL

Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by the County, Boys & Girls Clubs shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Representation**

Boys & Girls Clubs represents to the County that Boys & Girls Clubs has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Boys & Girls Clubs will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the local professional standard of care.

**Section 17. Assignment**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

The County and Boys & Girls Clubs bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of the County. Under no circumstances whatsoever, shall Boys & Girls Clubs release any material or information developed or received in the performance of the Services hereunder without the express written permission of the County, except where required to do so by law.

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

**Section 25. Certain State Law Requirements for Contracts**

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Boys & Girls Clubs verifies that if Boys & Girls Clubs employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Boys & Girls Clubs does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Boys & Girls Clubs represents pursuant to Section 2252.152 of the Texas Government Code, that Boys & Girls Clubs 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.

**Section 26. Certain Federal Law Requirements for Contracts**

Boys & Girls Clubs understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving

these funds, Boys & Girls Clubs represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party vendors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. Boys & Girls Clubs shall require that these clauses shall be included in each covered transaction at any tier. Boys & Girls Clubs will require all of its staff to comply with Federal documentation requirements administered by the County.

26.1 Americans with Disabilities Act (ADA) - Boys & Girls Clubs shall comply with all federal, state, County, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

26.2 Drug-Free Workplace - Boys & Girls Clubs shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

26.3 Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms - Boys & Girls Clubs will take all necessary affirmative steps to assure that qualified small, minority firms, women's business enterprises, and labor surplus area firms are used when possible by:

26.3.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

26.3.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

26.3.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

26.3.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

26.3.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

26.3.6 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (26.3.1) through (26.3.5) above.

26.4 Energy Policy and Conservation Act – Boys & Girls Clubs agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

26.5 Debarment and Suspension –

26.5.1 Boys & Girls Clubs certifies that it is in compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180 which states that a contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

26.5.2 This certification is a material representation of fact relied upon by the County. If it is later determined that Boys & Girls Clubs did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

26.5.3 Boys & Girls Clubs agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26.6 Byrd Anti-Lobbying Amendment – Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

26.7 Political Activities – Boys & Girls Clubs is prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or

advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

26.8 Procurement of Recovered Materials - Boys & Girls Clubs must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). (1) In the performance of this Agreement, Boys & Girls Clubs shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

26.9 Access to Records

26.9.1 Boys & Girls Clubs agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Boys & Girls Clubs which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

26.9.2 Boys & Girls Clubs agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

26.9.3 Boys & Girls Clubs agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

26.10 DHS Seal, Logo, and Flags - Boys & Girls Clubs shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

26.11 Compliance with Federal Law, Regulations, and Executive Orders - Boys & Girls Clubs will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

26.12 No Obligation by Federal Government - The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Boys & Girls Clubs, or any other party pertaining to any matter resulting from the contract.

26.13 Program Fraud and False or Fraudulent Statements or Related Acts - Boys & Girls Clubs acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Boys & Girls Clubs' actions pertaining to this Agreement.

26.14 Civil Rights and Non-Discrimination - During the performance of this contract, Boys & Girls Clubs agrees as follows:

26.14.1 Nondiscrimination on the Basis of Race, Color, and National Origin - Boys & Girls Clubs will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), FEMA's implementing regulations at 44 C.F.R. Part 7 (Nondiscrimination in Federally Assisted Programs), and the Department's implementing regulations at 6 C.F.R. Part 21 (Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

26.14.2 Nondiscrimination on the Basis of Sex - Boys & Girls Clubs will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.), FEMA's implementing regulations at 44 C.F.R. Part 19 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and the Department's implementing regulations at 6 C.F.R. Part 15 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

26.14.3 Nondiscrimination on the Basis of Disability - Boys & Girls Clubs will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on

public and private public and private entities. The contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

26.14.4 Nondiscrimination on the Basis of Handicap – Boys & Girls Clubs will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA’s implementing regulations at 44 C.F.R. Part 16 (Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

26.14.5 Nondiscrimination on the Basis of Age – Boys & Girls Clubs will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

26.14.6 Nondiscrimination on the Basis of Limited English Proficiency – Boys & Girls Clubs will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency. Boys & Girls Clubs shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Boys & Girls Clubs shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Boys & Girls Clubs shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

26.15 Contracting with Small, Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms – Boys & Girls Clubs will take all necessary, affirmative steps to assure that qualified small and minority businesses, women’s business enterprises, and labor area surplus firms are used when possible by:

26.15.1 Placing small and minority businesses and women's business enterprises on solicitation lists;

26.15.2 Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;

26.15.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

26.15.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;

26.15.5 Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

26.15.6 Boys & Girls Clubs must require subcontractors to take the five affirmative steps described in 26.15.1 - 26.16.5 above.

#### 26.16 Environmental and Historic Preservation Protections

26.16.1 Case by case basis. FEMA will identify various environmental and historic preservation mitigation measures with which a Non-Federal Entity (NFE) must comply when performing the scope of work under a FEMA award. FEMA expects the NFE to include adequate third party provisions to facilitate compliance with such measures that the NFE has agreed to implement as a term and condition of the FEMA award.

26.16.2 Boys & Girls Clubs shall abide by all environmental and historic preservation mitigation measures identified by FEMA when performing the scope of work including: a. National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1969) (codified as amended at 42 U.S.C. §§ 4321-4347); the National Historic Preservation Act, Endangered Species Act Endangered Species Act of 1973, Pub. L. No. 93-205 (1973) (codified as amended at 16 U.S.C. §§ 1531-1544);, Clean Water Act, other laws, and various executive orders.

26.17 Disaster Reservists - Boys & Girls Clubs may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

26.18 False Statements Act – Boys & Girls Clubs agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733.

26.19 Fraud Waste and Abuse – Boys & Girls Clubs understands that in the event the County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Boys & Girls Clubs, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. The County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. The County must notify the local prosecutor's office of any possible criminal violations.

26.20 Prompt Payment – Boys & Girls Clubs is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after Boys & Girls Clubs' receipt of payment for that work from the County. In addition, Boys & Girls Clubs is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

26.21 Retention of Records – Boys & Girls Clubs agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Boys & Girls Clubs must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

26.22 Veteran Preference – Boys & Girls Clubs shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would

require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

**Section 27. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, BOYS & GIRLS CLUBS ACKNOWLEDGES THAT THE 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.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

BOYS & GIRLS CLUBS OF GREATER HOUSTON, INC

*KP George*  
County Judge KP George

*Kevin Hattery*

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Kevin Hattery, President and CEO

10-16-2020

*OCTOBER 15, 2020*

Date *Approved by Commissioners Court on October 13, 2020*

Date

ATTEST:

*Laura Richard*



\_\_\_\_\_  
Laura Richard, County Clerk

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 2,050,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert Ed Sturdivant*

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Auditor\B&G Club\Agreement - Child Care Supp Svcs.B&G Clubs.docx.10/12/2020

Agreement for Child Care Support Services  
Boys & Girls Clubs of Greater Houston, Inc.

# EXHIBIT A



**BOYS & GIRLS CLUBS**  
OF GREATER HOUSTON

### **COVID-19 Recovery Campaign - Fort Bend County**

**Four Club locations serving 4000 youth and teens annually!  
Fort Bend Club-Mission Bend Club-Stafford Club-Richmond Rosenberg Club**

**Purpose:** Back to school looks very different this year. With education gaps widening and vulnerable kids falling further behind, BGCGH has tailored our approach to ensure Club Members are set up for success in light of all the current challenges. We know the need for a safe, consistent environment for our families and Club members is great. Through our programs, we will work to address pandemic learning losses, help our youth de-stress and be a consistent resource for our community and families.

#### **Supporting emotional well-being of youth and helping them overcome trauma**

Economic disparities for families in communities around the country have left some of the country's most vulnerable youth populations even more imperiled. Three out of five children live in low-income families and almost half (45%) have experienced at least one potentially traumatic event in their lives.

The impact of COVID-19 exacerbates existing gaps in opportunities for young people, especially those in communities grappling with systemic inequity. Lack of access to technology, positive mentors and guidance, food accessibility and other critical factors are impacting kids in ways that could cause long-term setbacks and trauma for millions of young people.

Since the pandemic first impacted the communities we serve (located in Harris, Fort Bend, Galveston, Waller and Wharton counties), Boys & Girls Clubs of Greater Houston has worked to support the needs of kids, families and communities. Our Clubs have served youth and families of essential workers and other local Club members. Clubs also supported with in-person and virtual programming and provided meal programs critical for food security.

Boys & Girls Clubs are now more critical for kids, families and communities than ever before. When young people attend high-quality youth development programs like Boys & Girls Clubs, they become resilient, build life skills and live healthy lifestyles. Club youth develop perseverance so they can face life's challenges. About 90% of Club members report that if something is hard, they keep working at it.



**BOYS & GIRLS CLUBS  
OF GREATER HOUSTON**

**Stemming learning loss from prolonged out-of-school time and providing enrichment programs to keep kids on track**

Each summer in America, an estimated 43 million children in the U.S. miss out on expanded learning opportunities that could prevent them from falling behind. For example, during summer, most youth lose about two months' worth of math skills. Low-income youth also lose more than two months' worth of reading skills, while their middle-class peers make slight gains. COVID-19 has likely and most certainly increased these numbers for kids and teens around the country.

More than half of the achievement gap between lower and higher income youth can be explained by unequal access to summer learning opportunities

With many schools offering hybrid schedules, or mostly virtual classes, our Clubs role in supporting learning has never been more critical. Now and as schools continue to reopen in communities around the country, Clubs will be open during school hours, and offering additional assistance and support, especially for those in need of a safe environment. Other Clubs will be assisting youth online in a virtual Club setting with homework help and social-emotional support. This continuous support from a caring Club staff is critical for thousands of youth this fall, many without a parent at home during the day or a positive adult mentor in their lives.

Boys & Girls Clubs of Greater Houston are also adapting our service models to support communities by meeting the most critical needs of kids and communities. Our Clubs are providing school supplies, activity kits, feeding programs; learning loss prevention and intervention programs; increased virtual integration; enhancement programs; as well as other assistance. Our Clubs are providing families with critical resources during the sustained period of uncertainty.

**Advocating for Racial Equity to Diminish the Inequality Divide**

Boys & Girls Clubs of America stands against racism and any type of discrimination. With 60% of Boys & Girls Club members identifying as Black, Latino, Asian, Native or other, the organization is committed to leveling the playing field because every young person, no matter who they are, where they come from, or the circumstances which surround them, should have equal access to opportunities and experiences that give them every opportunity to be successful in life.

Through the pandemic, and the elevation of systemic racism and calls for social justice, Clubs are at the forefront of providing opportunities for engagement, critical conversations



**BOYS & GIRLS CLUBS**  
OF GREATER HOUSTON

and support for communities. Clubs are engaging and listening actively to ensure local Club staff and boards are well-trained in practices that address anti-racism, social justice and equity. Impacting youth around the country, 87% of Club youth report that they can stand up for what they think is right.

Locally, Clubs are now continuing to co-create inclusive and culturally relevant programs and resources that help close the opportunity gap while nurturing and elevating youth voice. Additionally, Boys & Girls Clubs of Greater Houston are developing policies and partner engagement that uphold principles of diversity, equity and inclusion.

To create significant and sustained change to realize racial equity, Boys & Girls Clubs of Greater Houston are committed to speaking out and continuing to take action.

**Boys & Girls Clubs of Greater Houston has been serving the kids that need us the most since the pandemic hit in mid-March. Our service delivery may have shifted but we continue to serve as many kids as possible in the safest way possible. They need us now more than ever.**



**BOYS & GIRLS CLUBS  
OF GREATER HOUSTON**

**COVID-19 Recovery Campaign - Fort Bend County**

A campaign to ensure vulnerable youth and teens in Fort Bend County are safe and have the tools they need to thrive during a pandemic.

**Purpose:** Back to school looks very different this year. With education gaps widening and vulnerable kids falling further behind, BGCGH has tailored our approach to ensure Club Members are set up for success in light of all the current challenges. We know the need for a safe, consistent environment for our families and Club members is great. Through our programs, we will work to address pandemic learning losses, help our youth destress and be a consistent resource for our community and families.

<b>Technology</b>	<b>\$ 300,000.00</b>
BGCGH continues to work on ways to bridge the digital divide; during the pandemic access to the internet as well as having the appropriate technology on hand is critical to academic success	
<b>Full Day and Traditional Programming</b>	<b>\$ 650,000.00</b>
BGCGH will have 2 locations offering full day programming. Blue Learning Labs will offer Club Members a safe , encouraging and supervised location for Club Members to thrive when online school is the only option. Club members will also receive a meal. Blue Learning Labs will be located at both current and new sites as the needs grow in Fort Bend County. Additionally, we are providing the traditional in-person programming when schools are in person as well.	
<b>Frontline Staff</b>	<b>\$ 300,000.00</b>
One of the goals for the BGCGH 2025 Strategic Plan includes investing in our people. In addition to professional development and training we are increasing the part-time pay of our nearly 50 Youth Development Specialists by \$1 per hour. In order to retain quality part-time professionals, we must be competitive in the market.	
<b>Innovative Programming</b>	<b>\$ 200,000.00</b>
BGCGH will continue to offer engaging programs that support academic success, healthy lifestyles and good character and citizenship. For the Recovery Campaign we will be implementing innovative programming that focuses on the social and emotional well-being of our Club members as well as tackling the pandemic learning loss. Wellness calls to our families continue to help us bridge the gap in services or resources needed.	
<b>Food Security</b>	<b>\$ 300,000.00</b>

<p>Providing healthy meals and nutrition education is a part of the BGCCH Healthy Lifestyles pillar. Ensuring our Club Members and their families have the basics will continue to be at the core of service especially during the pandemic. Resource cards and Hunger Not Impossible are two programs that BGCCH plans to continue to meet the food insecurities need. Over 15,000 individuals have received meals thru the food pantries; and the families participating in Hunger Not Impossible have shared the following impact: 85% said it made life easier; 75% said it lowered stress by having meals provided; participants also shared that additional benefits included peace of mind and less stress;</p>	
<p><b>Personal Protective Equipment and Cleaning</b></p>	<p><b>\$ 300,000.00</b></p>
<p>Since COVID-19 , the CDC has required all of our Club staff and Club facilities to follow strict cleaning and safety policies. The additional cleaning products and supplies as well as custodians/manual labor is a significant increase to our expense budget.</p>	
<p><b>Grand Total</b></p>	<p><b>\$ 2,050,000.00</b></p>

Boys & Girls Clubs of Greater Houston, 815 Crosby Street, Houston, TX 77019  
[www.bgcgh.org](http://www.bgcgh.org)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Boys & Girls Club of Greater Houston  
 Houston, TX United States

**Certificate Number:**  
 2020-679255

**Date Filed:**  
 10/15/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

**Date Acknowledged:**  
 10/16/2020

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 BGC of Greater Houston, Inc  
 child care services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)