

STATE OF TEXAS §
COUNTY OF FORT BEND §

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
FORT BEND COUNTY AND ATTACK POVERTY
COMMUNITY REVITALIZATION PROGRAM
HOUSING STABILIZATION PROJECT**

This Chapter 381 Economic Development Program Agreement (this “Agreement”) is made and entered into by and between the COUNTY OF FORT BEND, TEXAS (“COUNTY”), a political subdivision of the State of Texas, and Attack Poverty (“Attack Poverty”). Attack Poverty and the County may be referred to collectively as the “Parties.”

WHEREAS, the persistence of poverty and the denial of opportunities to succeed are barriers to economic development and community development;

WHEREAS, Attack Poverty is a 501(c)(3) charitable organization that tackles systemic and generational poverty on a global and local level; with four hubs in Fort Bend County, including Katy, Stafford, Richmond and Rosenberg;

WHEREAS, Attack Poverty desires to enter into this Agreement pursuant to Chapter 381 of the Texas Local Government Code (“Chapter 381”) and the Texas Constitution Article VIII, Section 52-a; and

WHEREAS, the COUNTY desires to provide, pursuant to Chapter 381, an incentive to Attack Poverty to establish and administer a housing stabilization project (the “Project”) and to select Fort Bend County as the Project’s location; and

WHEREAS, the COUNTY has the authority under Chapter 381 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the County of Fort Bend; and

WHEREAS, this Chapter 381 Agreement is intended to be a local Community Revitalization Program pursuant to Texas Local Government Code Section 381.004 and not intended to replace or interfere with any existing or federal housing program;

WHEREAS, COUNTY finds that the provision of County funds to Attack Poverty for this Project will likely encourage local economic development; stimulate, encourage, and develop business location and commercial activity in Fort Bend County for the following reasons:

1. Strengthening under-resourced communities through education, revitalization, and providing basic needs makes a geographical area more attractive to investors and businesses;
2. There is a critical need to match those that are unemployed or underemployed with the varied job openings that exist to meet employer demand, and to ensure individuals have opportunities to meet their basic needs;

3. Housing is a critical component in ensuring that an adequate workforce is available to meet the needs of local businesses and provides a foundation for families and individuals to thrive economically and socially;
4. The ability for every resident to live in an area where they can easily access necessities such as education, healthy food, employment, and health services strengthens the fabric of the region and stimulates sustainable growth;
5. When housing markets cannot satisfy the needs of a population, households with the fewest resources suffer the most and the occurrence of evictions increase, making an area less attractive for investment;
6. Providing this grant for Project IS an economic investment BY County which empowers Attack Poverty to seek funding from Non-County Sources to deliver additional community development services such as:
 - a. Onsite and after school programs that focus on at risk children that target reading and math development alongside school district performance standards;
 - b. Adult education that focuses on learning English as a second language, obtaining a high school equivalent certificate (GED), technical school training, financial literacy and computer literacy;
 - c. Job readiness courses that support soft skills development to obtain employment;
 - d. Skill development through on the job training through employment onsite and certificate acquisition for trade skills;
 - e. Workforce development programs designed to meet local needs;
 - f. Job creation through part-time entry level opportunities accessible onsite; and
 - g. Development of CDC and management of Social Enterprise Initiatives
7. The direct services offered by the Project, and the additional community development services that may result due to the Project, seek to remedy adverse conditions that may deter investment in this County; and
8. Removing disincentives to investment is a necessary component of a Community Revitalization Economic Development Program intended to encourage companies to locate or expand their businesses in Fort Bend County

WHEREAS, the COUNTY has concluded and hereby finds that this Agreement embodies an eligible “program” and promotes economic development in the County of Fort Bend and, as such, meets the requisites under Chapter 381 of the Texas Local Government Code and further, is in the best interests of the COUNTY and Attack Poverty; and

WHEREAS, the COUNTY has determined that this Agreement serves a public purpose and one that is consistent with other Agreements executed by the County; and

WHEREAS, the Texas County Purchasing Act, §262.024 (10) Texas Local Govt. Code, exempts from competitive bidding contracts that any work performed under a contract for community and economic development made by a county under Texas Local Govt. Code, §381.00; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is one for community and economic development and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. THE PROJECT

- A. The Grant being conveyed by the County to Attack Poverty shall be used to purchase an approximately 44,000 square foot building located on 3 acres in Ft. Bend County to develop a Housing and Service Center (The "Property") as seen in the attached Exhibit A, which is a HUD/settlement statement for the sale of the Property and a memo from the Title Company with wiring instructions for payment.
- B. The Property will provide onsite housing, offices for local nonprofits who provide housing and or wrap around services, and a commercial kitchen and dining space. The Project will provide a foundation for Attack Poverty to move forward on the activities described in the attached Exhibit B, but this Agreement is not a commitment by the County to fund those activities. The Grant conveyed pursuant to this Agreement shall be used only for the Project and for no other purpose.

SECTION 2. TERM AND TERMINATION

- A. Term of Agreement. This Agreement is effective as of the date executed by the Parties (the "Effective Date") and shall end on the twentieth (20th) anniversary of the Effective Date, unless otherwise terminated in accordance with the terms herein (the "Term").
- B. The COUNTY may terminate this Agreement for its convenience and without the requirement of an event of default by Attack Poverty if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical, or illegal, including any case law holding that a Chapter 381 Economic Development Agreement such as this Agreement is an unconstitutional debt; provided, however, that COUNTY shall use its best efforts in working with ATTACK POVERTY to restructure this Agreement (or COUNTY's obligations described in this Agreement) to be enforceable and legal.

SECTION 3. OBLIGATIONS OF COUNTY

- A. Within one (1) day of this Agreement's Execution, County shall wire \$2.5 million dollars in accordance with Exhibit A, on behalf of Attack Poverty solely for the Project. This is the total maximum funding the County shall have available specifically allocated to fully discharge any and all liabilities that may be incurred by the County pursuant to this Agreement, the Project or this Economic Development Program.
- B. County shall submit a copy of this Agreement as required by Texas Local Government Code Section 381.005 and shall provide a direct link on the County's website to the location of the agreement information published on the comptroller's Internet website.

SECTION 3. OBLIGATIONS OF ATTACK POVERTY.

A. In consideration of receiving the Chapter 381 Agreement from County, Attack Poverty represents and agrees to the following Performance Measures:

Criteria	Required Deliverable Date	Documentation Required
Purchase of Housing Resource Center by Attack Poverty, location First Baptist Church Rosenberg (the "Property")	Within 10 Business Days of transfer of funds to Attack Poverty, Attack Poverty will place funds in Escrow with InFocus Title with confirmation to the County immediately upon transfer. Within 30 days of InFocus Title's receipt of funds Attack Poverty will Close on Property.	In addition to the draft in Exhibit A, Attack Poverty must ALSO provide a Fully Executed HUD/Settlement statement along with proof of payment by the Title Company to the Seller.
Date by which all Renovations must be completed	Within 3 months of acquisition of property Attack Poverty will initiate design for buildout and comprehensive renovations to meet City and County Codes for on site housing and subject Section 3B of this Agreement.	Attack Poverty shall provide the County Auditor a certified statement describing the renovations in detail.
Operations begin	Within 5 months of Purchase of Property Attack Poverty and Collaborative partners will begin offering Housing and Wrap-around services on location at the property previously known as First Baptist Rosenberg.	Certificate of Occupancy
On site housing will be available	Within 15 months of original purchase.	As required by Auditor with sufficient detail to confirm compliance but within the legal requirements of confidentiality of personally identifiable information

Achieve target Service Levels	At least 50 families served Within 1 year of Purchase of Property and continuing to service at least 50 families each year of the Term	As required by Auditor with sufficient detail to confirm compliance but within the legal requirements of confidentiality of personally identifiable information
Length of Ownership of Property by Attack Property for the purposes stated in this Agreement	20 years from date of Effective date	A copy of this Agreement will be recorded in the official land records of Fort Bend

- B. Attack Poverty shall provide updates and promptly communicate any delays meeting the Performances Measure deadlines in writing to the County Auditor. If a stated deadline will not be met, Attack Poverty must seek an Amendment to this Agreement to extend the compliance time to avoid being determined to be in default of this Agreement. Such a request must be in writing, in advance of the current deadline and shall include a complete and detailed description explaining why the amendment is necessary.
- C. Attack Poverty shall ensure that construction/renovation on or at the Property is in conformity with all applicable Regulations, Ordinances and Restrictions. In the event that Attack Poverty intends to apply for any federal funding to support efforts related to Project, Attack Poverty shall ensure that requirements for Construction and Rehabilitation as well as Programmatic and Financial Monitoring are followed and that appropriate documentation for same is maintained. Attack Poverty warrants and represents that they are aware and understand the federal requirements for such funding or that they will seek their own Consultants on compliance to advise them on such issues.
- D. Attack Poverty shall ensure that use of the Property is limited to the specific purposes described herein and consistent with the general purpose of encouraging community and economic development. Attack Poverty shall maintain the Property in accordance with all applicable health, safety and building codes, and otherwise in a manner reasonably satisfactory to County.
- E. In addition to allowing local nonprofits who provide wrap around services to have office space at the Property, Attack Poverty shall also provide an office and shared space to the Fort Bend County Behavioral Health Department and develop mutually agreeable procedures for referral, care and treatment. Attack Poverty shall be familiar with all support services offered by Fort Bend County to participate in referrals for County Services; regardless of whether those services have locations at the Property. Attack Poverty agrees to work in good faith to execute any documents needed to memorialize these procedures to ensure maximum coordination between County and Attack Poverty in serving the community.
- F. Attack Poverty shall ensure that any taxes on the Property are always kept current. Delinquent taxes is a default of this Agreement and will be grounds for termination.
- G. Attack Poverty shall allow employees or other representatives of County who have been designated by Commissioner’s Court to have reasonable access to the Property to ensure

that the purposes of this Chapter 381 Agreement are being fulfilled.

H. Reporting Requirements

1. Each January during the term of this Agreement, Attack Poverty shall prepare and present a workshop presentation to Commissioners Court describing the specific services performed under this Agreement to date. Such presentation shall include a written report describing the same and include a signed statement certifying the status of ATTACK POVERTY's compliance with the terms of this Agreement. Such annual report shall include detailed project information as prescribed by the County, and any other information with respect to the Project that is relevant to the COUNTY's economic development goals, as may be reasonably requested by the COUNTY.
2. Attack Poverty must provide within 90 days after the close of their fiscal year its compiled annual financial statements to the County Auditor. The financial statements must be prepared by an accounting firm licensed by and in good standing with the Texas State Board of Public Accountancy.
3. If the event that Attack Poverty applies for additional grant funding from any entity that may be relevant to this Project, (public or private), Attack Poverty shall deliver a courtesy copy of the Grant Submittal Package to the Fort Bend County Auditor. A copy of any resulting award letters shall also be provided.

SECTION 4 EVENTS OF DEFAULT.

- A. Subject to the provisions addressing Events of Force Majeure, and Notice and Opportunity to Cure, each of the following shall constitute an Event of Default under this Agreement:
 1. Failure to comply with the Performance Measures identified herein;
 2. Failure to Operate Project during the Term. The failure of ATTACK POVERTY to continuously operate the Project for the purposes specified in this Agreement during Term, excluding intermittent stops in operation due to maintenance and similar events which may not individually exceed a period of sixty (60) consecutive days during the Term;
 3. False Statements. If ATTACK POVERTY provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, ATTACK POVERTY will be deemed in default of this Agreement, or if ATTACK POVERTY obtains actual knowledge that any previously provided warranty, representation or statement has become materially false or misleading after the time that it was made, and ATTACK POVERTY fails to provide written notice to the COUNTY of the false or misleading nature of such warranty, representation or statement within thirty (30) days after ATTACK POVERTY learns of its false or misleading nature.
 4. Insolvency. The dissolution or termination of ATTACK POVERTY's existence as an ongoing business or concern, ATTACK POVERTY's insolvency, appointment of receiver for ATTACK POVERTY's or the Project, any assignment of all or substantially all of the assets of ATTACK POVERTY for the benefit of creditors of ATTACK POVERTY, or the commencement of any proceeding under any

bankruptcy or insolvency laws by or against ATTACK POVERTY. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no Event of Default shall be deemed to have occurred.

5. Unauthorized sale, transfer, assignment or conveyance. The sale, transfer, assignment or conveyance of the Property without the COUNTY's prior written consent. In such case of default, ATTACK POVERTY will be responsible for the immediate repayment to the COUNTY of all Grant Funds, including any cost for the purpose of enforcing collection
 6. Other Defaults. Failure of ATTACK POVERTY to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents.
- B. Notice of Default by COUNTY. Subject to any other provision in this Agreement to the contrary, in the event the COUNTY becomes aware of an Event of Default by Attack Poverty, COUNTY will provide a Notice of Default to ATTACK POVERTY of the nature of the Event of Default.
1. Opportunity to Cure an Event of Default. Upon the receipt of a Notice of Default by either Party, the following paragraphs shall apply:
 2. ATTACK POVERTY shall have a period of ninety (90) days after receipt of County's Notice of Default during which ATTACK POVERTY shall cure the Event of Default ("Cure Period").
 3. If ATTACK POVERTY fails to cure the Event of Default within the Cure Period to COUNTY'S satisfaction but is actively trying to cure the Event of Default, ATTACK POVERTY can notify the County Auditor of its efforts to cure and request an extension by Commissioners Court of the Cure Period. In such circumstance, ATTACK POVERTY shall have a reasonable time to cure such default provided that it is diligently pursuing the cure of such default, and further provided that such additional time may not exceed ninety (90) days.
 4. If ATTACK POVERTY fails to cure the Event of Default after expressing an intention not to cure, due to lack of meaningful effort to cure, or after an extension of Cure Period has passed, COUNTY has the right to pursue any and all lawful remedies.
 5. If ATTACK POVERTY has acted in a fraudulent manner, COUNTY has the right to deny ATTACK POVERTY an opportunity to cure an Event of Default and may immediately terminate this Agreement.
- C. Remedies for Failure to Cure. If ATTACK POVERTY fails to cure an Event of Default, the COUNTY may:
1. Recapture and collect from ATTACK POVERTY an amount up to equal to the amount actually paid to ATTACK POVERTY for this Chapter 381 Agreement Grant;
 2. Cancel this Agreement by sending a written notice to Attack Poverty giving thirty (30) days' notice of termination.
 3. Payment of Recapture Amount. The Recapture Amount shall be due and payable to the COUNTY no later than sixty (60) days after ATTACK POVERTY's

receipt of a written notice of Recapture Amount from the COUNTY.

SECTION 5. SALE OR ENCUMBRANCE; SECURITY INTEREST.

- A. Until County has determined that the public purposes of the Grant have been satisfied, none of the assets or property acquired, constructed, improved, equipped, and/or furnished as part of the Project shall be leased, sold, exchanged, disposed of, hypothecated, mortgaged or encumbered without the prior written approval of County. In the event that such asset or property is leased, sold, exchanged, disposed of, hypothecated, mortgaged or encumbered without the prior written approval of the County, County may assert its interest in the asset or property to recover the County's share of the value of such asset or property and/or recover from Attack Poverty, unless otherwise prohibited by law.
- B. Attack Poverty hereby pledges, delivers and assigns to County a security interest in, to and on all property purchased with the Grant, which security interest shall be held by the County to secure the Attack Poverty's full performance under this Agreement. Upon the request of the County, Attack Poverty will execute, provide and sign all documents necessary to establish and/or perfect County's security interest in such property, including deeds of trust, supplemental deeds of trust, amendments or modifications hereto, financing statements, continuation statements or other instruments and documents which may be reasonably required from time to time. County's interest persists throughout the useful life of any property, real, intellectual, or otherwise, but may be discharged at the discretion of the Commissioner's Court.
- C. Attack Poverty understands and agrees that this Agreement will be recorded in the official public records of Fort Bend County, Texas to create covenants, conditions, reservations, and restrictions (collectively, "Restrictive Covenants") running with the land for the purpose of enforcing this Agreement and restricting the use and occupancy of the Property as set forth herein. Attack Poverty under this Agreement, intends, declares and covenants that the Restrictive Covenants set forth herein governing the use, occupancy and transfer of the Property shall be and are covenants running with the land, for the benefit of the County and its successors and assigns, and shall pass to and be binding on Attack Poverty and its successors and assigns in title to the Property including any purchaser, grantee, owner, or lessee of any portion of the Property and any other person or entity having any right, title, or interest therein; provided, however that such Restrictive Covenants shall terminate upon expiration of the Term. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property, or any portion or interest thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the Restrictive Covenants regardless of whether such Restrictive Covenants are set forth or incorporated in such contract, deed, or instrument.

SECTION 6. INSURANCE

- A. Minimum Scope and Limits of Insurance. Attack Poverty shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do

business in Texas, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by County:

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
 2. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
 3. Workers' compensation insurance as required by the State of Texas. Attack Poverty agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against County, its officers, agents, employees, and volunteers arising from work performed by Attack Poverty for County and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
 4. Umbrella or Excess Liability for a minimum Limit of \$5,000,000.
 5. Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Attack Poverty shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
- B. Endorsements. The commercial general liability insurance policy, business automobile liability policy and umbrella or Excess Liability shall contain or be endorsed to contain the following provisions:
1. Additional insureds: "County of Fort Bend and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Attack Poverty pursuant to its contract with County; products and completed operations of Attack Poverty; premises owned, occupied or used by Attack Poverty; automobiles owned, leased, hired, or borrowed by Attack Poverty."
 2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to County."
- C. Other insurance: Attack Poverty's insurance coverage shall be primary insurance as respects County of Fort Bend, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by County of Fort Bend shall be excess and not contributing with the insurance provided by this policy.

- D. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County of Fort Bend, its officers, officials, agents, employees, and volunteers.
- E. Attack Poverty's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by County. No policy of insurance issued as to which County is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- G. Certificates of Insurance. Attack Poverty shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.
- H. Non-Limiting. Nothing in this section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Attack Poverty may be held responsible for payments of damages to persons or property.

SECTION 7. MISCELLANEOUS PROVISIONS.

A. Notice

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

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

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

Attack Poverty: Attack Poverty
 Attn: Aaron Groff
 3727 Greenbriar Dr Ste 100
 Stafford, TX 77477

- B. Compliance with all Laws. Attack Poverty shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement and shall keep in effect any and all licenses, permits, notices and certificates as are required thereby. Attack Poverty shall further comply with all applicable Federal and Texas employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers'

compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

- C. Independence of Attack Poverty. Nothing in this Agreement shall be deemed or construed to represent that Attack Poverty, or any of Attack Poverty's employees or agents, are the agents, representatives, or employees of County. Attack Poverty acknowledges that it is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides County with the right to direct Attack Poverty in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state, and federal regulations.
- D. Relationship of the Parties. The relationship of the COUNTY and ATTACK POVERTY under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency.
- E. Binding Effect; Assignment. This Agreement is binding on County and Attack Poverty, and their respective successors and assigns. Attack Poverty shall not assign or transfer its interest in this Agreement without the prior written approval of County which shall be in County's sole and exclusive discretion.
- F. Amendments. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by all Parties.
- G. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Fort Bend County, Texas. Venue for any action arising under this Agreement shall lie in Fort Bend County, Texas.
- H. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such Party's reasonable control by reason of war, terrorism or the imminent threat thereof, insurrection, civil commotion, riots, labor disputes, strikes, lockouts, embargoes, hurricanes or named windstorms, unusual weather, fire, casualty, epidemics, quarantine, any other public health restrictions or public health advisories, disruption to local, national or international transport services, governmental restrictions, any rationing of public services or utilities, or litigation brought on by a third party (but only to the extent performance is enjoined by a court of competent jurisdiction as a result of such litigation), unavoidable casualties or other causes beyond the reasonable control of a party (each, an "Event of Force Majeure"), the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- I. Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.
- J. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the

parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

- K. Legal Review. ATTACK POVERTY ACKNOWLEDGES AND AGREES THAT BY LAW, THE COUNTY ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF THE COUNTY. The County Attorney's Office may not advise or approve a contract or legal document on behalf of other parties. Review of this document was conducted solely from the legal perspective of the County and approval of this document was offered solely for the benefit of the County. Attack Poverty should not rely on this approval, and should seek review and approval by their own respective attorney.
- L. Interpretation; Entire Agreement. This Agreement is the sole agreement between the two parties and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any question or dispute regarding the interpretation of the terms of this Agreement shall be decided by County. County's decision on any dispute under this Agreement, which shall be furnished in a manner of its choosing, shall be final and binding. In the event of a conflict between this Agreement and/or any regulatory requirements, the regulatory requirements control and County reserves the right to resolve the conflict and determine Attack Poverty's compliance with such provisions.
- M. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- N. Indemnity. The COUNTY affirms that it enjoys governmental immunity and it is not waiving immunity of any type or nature by entering into this Agreement. Notwithstanding such governmental immunity, **ATTACK POVERTY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ATTACK POVERTY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ATTACK POVERTY OR ANY OF ATTACK POVERTY'S AGENTS, SERVANTS OR EMPLOYEES. ATTACK POVERTY SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS OR PROCEEDINGS ARISING FROM OR RELATING TO ANY FAILURE OF ATTACK POVERTY TO COMPLY WITH ANY APPLICABLE LAWS OR**

REGULATIONS. WHERE Attack poverty HAS A DUTY TO DEFEND AND INDEMNIFY, ATTACK POVERTY SHALL OBTAIN A GLOBAL RELEASE OF LIABILITY FOR THE COUNTY TO INCLUDE ITS' ELECTED/APPOINTED OFFICIALS AND ITS' EMPLOYEES/VOLUNTEERS.

SECTION 8. PUBLICITY

The Parties acknowledge they are engaged in mutual efforts to promote Community Revitalization Economic Development. Contact with citizens of Fort Bend County, media outlets, or governmental agencies regarding the County's participation in the Program shall be the sole responsibility of County. Attack Poverty agrees to coordinate, and will only release, such information after receiving prior, written consent from the Fort Bend County Judge, except where required to disclose by law. Any communication regarding financial matters of the County relative to this Agreement, must be confirmed in writing by the County Auditor prior to release, to ensure accuracy of the information.

*Remainder left blank
Execution page follows*

SECTION 9. EXECUTION

IN WITNESS WHEREOF, County and Attack Poverty have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

FORT BEND COUNTY



County Judge KP George

KP George
County Judge

ATTACK POVERTY



Authorized Agent- Signature

Brandon Baca

Authorized Agent- Printed Name

CEO

Title

June 13, 2023

Date

6/16/23

Date


ATTEST:



Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 2,500,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A: PROPERTY SALE DETAILS DRAFT HUD/SETTLEMENT STATEMENT FOR THE SALE OF THE PROPERTY AND A MEMO FROM THE TITLE COMPANY WITH WIRING INSTRUCTIONS FOR PAYMENT

EXHIBIT B: PROPOSAL

EXHIBIT A
PROPERTY SALE DETAILS

DRAFT HUD/SETTLEMENT STATEMENT
FOR THE SALE OF THE PROPERTY AND A MEMO
FROM THE TITLE COMPANY
WITH WIRING INSTRUCTIONS FOR PAYMENT



ACH/Wire Instructions

SouthTrust Bank, N.A.
601 Guadalupe Street
George West, TX 78022

Domestic wires or ACH:

Account Name: Attack Poverty
Account Number: [REDACTED] 4555
Routing Number: [REDACTED] 7908

InFocus Title, LLC
 5757 Flewellen Oaks Lane
 Suite 702
 Fulshear, TX 77441
 (346) 707-8558

ALTA Combined Settlement Statement

File #:	2023-LW-411	Property	See Addendum	Settlement Date	07/28/2023
Prepared:	06/14/2023	Buyer	Attack Poverty	Disbursement Date	07/28/2023
Escrow Officer:	Leyna Williams		3727 Greenbriar Drive Stafford, TX 77477		
		Seller	First Baptist Church of Rosenberg		
		Lender			

Seller			Buyer	
Debit	Credit		Debit	Credit
		Primary Charges & Credits		
	\$2,750,000.00	Sales Price of Property	\$2,750,000.00	
		Deposit		\$15,000.00
		Government Recording and Transfer Charges		
\$48.00		Recording Fees	\$120.00	
		---Deed: \$24.00		
		---Mortgage: \$120.00		
		---MUD Notice: \$24.00		
		Commissions		
\$82,500.00		Listing Agent Commission to Church Realty		
\$82,500.00		Selling Agent Commission to Realty Associates		
		Title Charges		
\$12.00		Title - eFile Fee to InFocus Title, LLC		
\$13,153.00		Title - Owner's Title Policy to WFG National Title Insurance Company		
		Title - Settlement Fee to InFocus Title	\$100.00	
\$100.00		Title - Settlement Fee to InFocus Title		
\$75.78		Title - Tax Certificate to InFocus Title, LLC		
		Miscellaneous Charges		
\$175.00		Attorney Fee - Warranty Deed to Williams Legal Services, PLLC		
\$1,637.28		New Survey - balance to Pro-Surv	\$562.28	
		New Survey - down payment to InFocus Title, LLC FBO Pro-Surv	\$1,075.00	
Seller			Buyer	
Debit	Credit		Debit	Credit
\$180,201.06	\$2,750,000.00	Subtotals	\$2,751,857.28	\$15,000.00
		Due from Buyer		\$2,736,857.28
\$2,569,798.94		Due to Seller		
\$2,750,000.00	\$2,750,000.00	Totals	\$2,751,857.28	\$2,751,857.28

Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.
We/I authorize InFocus Title, LLC to cause the funds to be disbursed in accordance with this statement.

Attack Poverty

By: _____
Brandon Baca Date

First Baptist Church of Rosenberg Date

By: _____
Aaron Groff Date

Settlement Agent Date

EXHIBIT B
PROPOSAL



Fort Bend County Affordable Housing Proposal

A proposal for a phased housing solution for Fort Bend County.

Emergency Shelter

- Overnight (less than 3 month) shelter
- Crisis shelter for special populations (youth, those fleeing domestic violence, individuals with severe behavioral health issues)

Affordable Housing

- 3-12 months housing
- Includes services to transition client to longer-term housing

Community Housing

- Supervised Independent Living for Youth Aging Out of Foster Care
- Supportive Permanent Housing for Residents with Major Health/Behavioral Health Needs

Affordable Rental Housing

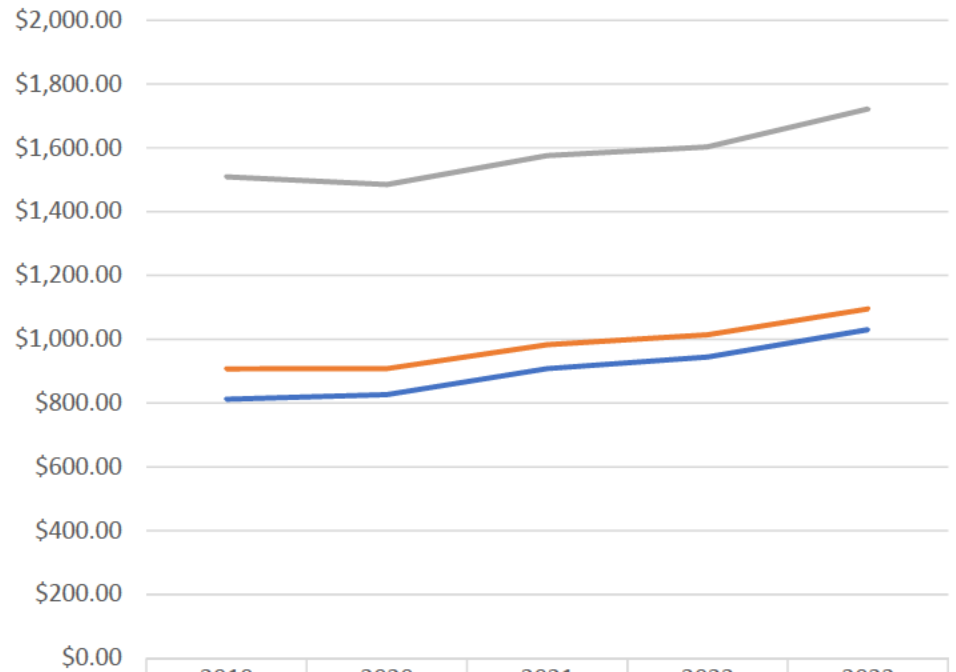
- Residents spend no more than 30% of pre-tax income on housing
- Can be structured as rentals of duplex, triplex, 8-plex
- Scale up with multi-family (apartment) housing

Affordable Homeownership

- Construction of new units or purchase pre-existing inventory (single family, multi-plex)
- Include homebuyer education, down payment assistance programs

Community Needs

Fort Bend County Fair Market Rent (FMR) Trend

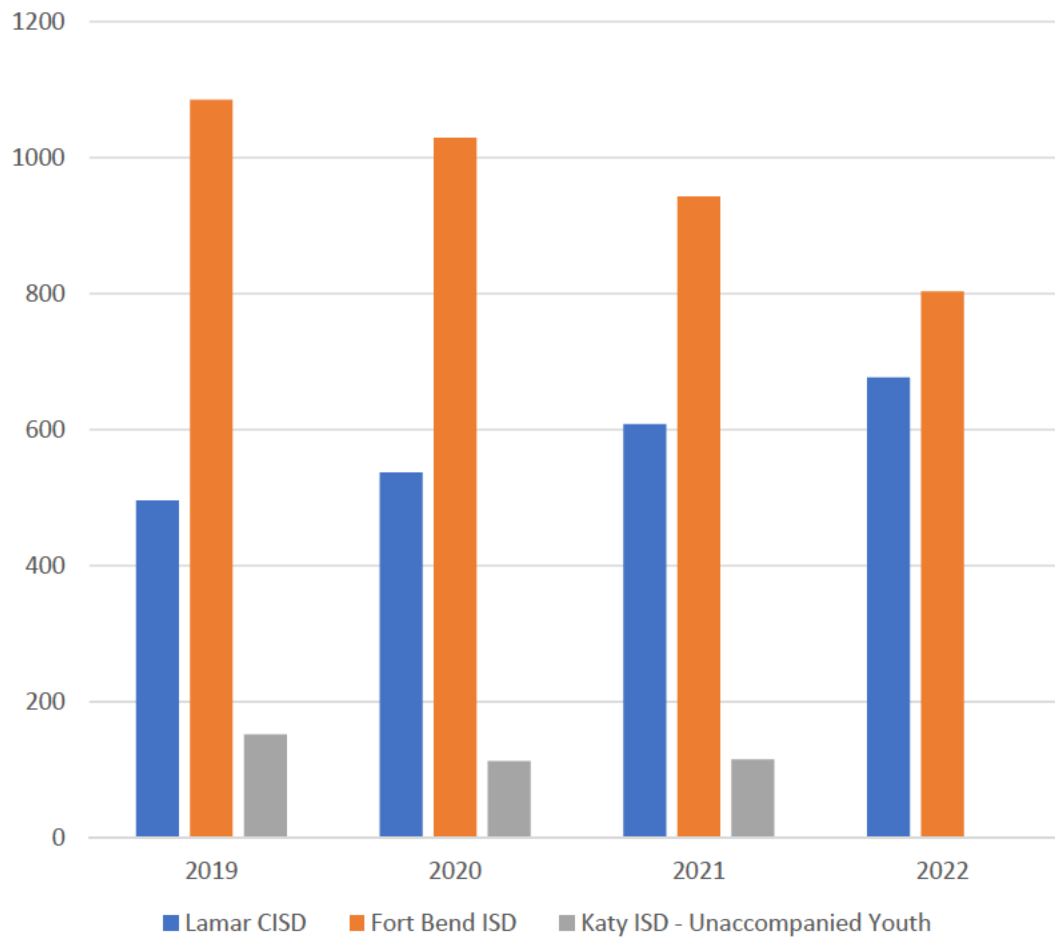


	2019	2020	2021	2022	2023
Efficiency	\$812.00	\$826.00	\$908.00	\$944.00	\$1,030.00
One-Bedroom	\$907.00	\$908.00	\$983.00	\$1,014.00	\$1,095.00
Three-Bedroom	\$1,509.00	\$1,485.00	\$1,576.00	\$1,603.00	\$1,722.00

— Efficiency — One-Bedroom — Three-Bedroom

Fort Bend County	2022	2021	2020	2019	2018
Youth Aging Out of Foster Care/Emancipation	10	12	15	12	5
Total Youth in Conservatorship (0-17)	167	179	232	267	305
Youth with a Permanency Goal of Independent Living or Alternative Long-term Living Arrangement	22	40	66	48	42

Unsheltered Young Adults (Ages 18-24)



Youth Experiencing Homelessness

The Planning Process



Finding the Need



How do others meet the need?



Creating a plan



Find the funding





Site Selection

- Community-based services
- Employment opportunities
- Childcare centers
- Schools
- Grocery store and other retail
- Houses of worship
- Parks and green space
- Financial Institutions

Phase I (Short-Term, 1-2 years)

Family Resource Center:

- \$1.5M; \$1M for facility + \$500K for 1.5 yrs. navigation services
- *Short Term Impact: 100 families over 1st year.*

Street Outreach:

- \$150,000 in supportive services and implementation over 1-2 years
- *Short Term Impact: 200 individuals over 2 years*

Diversion:

- \$37,500; average of \$1,000/family to provide support with the family covering the remaining balance with an additional \$250/family for housing navigation and full case management expenses
- *30 families impacted annually*

Transportation Program - Project BUS (Bridging Us to Services)

Phase II (Mid-Term, 2-3 years)

Transitional Housing: \$4M

- *100-120 families impacted*
- **New Construction of an 8-plex Housing Complex: \$1M (construction only)**

Permanent Single-Family Housing: \$1M

- *5 families impacted*
- **New Construction of 5 Single-Family Homes: \$1M (\$200K per home)**

Permanent Supportive Housing (PSH) – \$5M +

- **New Construction of a 40 Unit Housing Complex: \$5M (construction only)**
- *40 – 60 Families per year 30-60 Opportunity Youth per year*

Youth Rapid Rehousing Program (RRH):

- **Housed in the Family Resource Center**
- **Startup costs: \$75,000 for case management and funding applications.**
- *200 Opportunity Youth Per Year*

Young Parents Program (YPP): Annual case management and program costs: \$125,000

- *8-16 families per year*

Phase III (Long-term, 3+Years)

Multi-Family Housing Complex: \$40M

- *200 families impacted each year*

Adult Permanent Supported Housing (PSH)

- \$1.5M (construction excluding land costs)
- *25 people impacted annually*
- 25 different Tiny Homes (250-400sf) in redevelopment areas of Fort Bend County

The 20-unit Project: \$2.5M

- *20 households impacted*
- This project would bring 20 affordable housing units

Potential Funding Sources



Total Cost

Phase	Construction	Operating/Supportive Costs
Phase I (excluding land costs)	\$1,000,000	\$900,000
Phase II (excluding land costs)	\$7,000,000	\$275,000
Phase III (excluding land costs)	\$44,000,000	\$275,000
TOTALS	\$52,000,000	\$1,450,000

Rosenberg Property Budget

ACTION	COST
Purchase Property	\$2,750,000
3 years operating cost	\$325,000
Programing Start up	\$425,000
Renovations	\$1,250,000
TOTALS	\$4,750,000

Request from Fort Bend County

Reallocate	Reallocate funds currently being underutilized from the American Rescue Plan Act: \$8M
Reallocate	Reallocate funds currently used for housing support from the ERA2 program: \$2M
Utilize	Utilize the Home ARP funding for supportive services for the program: \$3M
Total	Total ask of all sources: \$13M

Questions?

