

Agreement Between Harris County and Bo's Place

This Agreement is entered into between **Harris County**, Texas ("County"), a body corporate and politic under the laws of the State of Texas, by and through Harris County Resources for Children and Adults ("HCRCA") and **Bo's Place**. HCRCA and Bo's Place are each individually referred to as a "Party" and collectively as "Parties."

Recitals

WHEREAS, HCRCA, a department of Harris County and the statutory Harris County Child Welfare Board with all the rights and obligations outlined in section 264.005 of the Texas Family Code, serves to support, enhance, and advocate for the safety and well-being of the children and adults of Harris County; and

WHEREAS, HCRCA runs a Community Youth Services ("CYS") Program, a school-based crisis intervention, counseling, and case coordination services that provides practical assistance to families and children; and

WHEREAS, Bo's Place is a non-profit, free-of-charge bereavement center that offers multiple grief support services for adults, children and families, and provides education and resources for those who assist people in grief; and

WHEREAS, Parties desire to maximize resources, at no cost, and prevent duplication of services that improve the attendance, academic performance and social functioning of young people; and

WHEREAS, Parties desire to enter into this Agreement in order to define their respective rights, duties and responsibilities.

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto, the Parties hereby agree as follows:

ARTICLE I. HCRCA RESPONSIBILITIES

HCRCA agrees that during the term of this Agreement, it will provide the following Services:

- A. Provide an orientation with Bo's Place identifying expectations regarding Bo's Place services;
- B. Identify audiences and sites for the Bo's Place services;
- C. Assist with referrals for students or parents and consents where appropriate;
- D. Provide an environment conducive to the delivery of services;
- E. Communicate changes of schedules to Bo's Place; and

F. Provide other services as needed for the successful provision of the collaborative services.

ARTICLE II. BO'S PLACE RESPONSIBILITIES

Bo's Place agrees that during the term of this Agreement, it will provide the following Services:

- A. Provide detailed information on the services/activities offered;
- B. Conduct criminal history background checks on its employees and agents as needed;
- C. Train and supervise its employees and agents;
- D. Communicate schedule and personnel changes to HCRCA;
- E. Cover all costs of services/activities provided unless otherwise specified;
- F. Provide reports on services when requested by HCRCA; and
- G. Provide other services as needed for the successful provision of the collaborative services.

ARTICLE III. TERM; TERMINATION

The term shall be for a period beginning upon execution by the Parties and remain in full force and effect for twelve (12) consecutive months. This Agreement will automatically renew with the same terms and conditions for four (4) additional one (1) year periods unless it is terminated by either Party. Either Party may terminate this Agreement at any time by giving the other Party 30 days' prior written notice of its intention to terminate. In the event of a breach of this Agreement by any Party, all Parties agree to convene to determine the appropriate next steps.

ARTICLE IV. LIMIT OF APPROPRIATIONS

Prior to execution of the Agreement, County has advised Bo's Place, and Bo's Place clearly understands and agrees, such understanding and agreement being of the absolute essence to the Agreement, that County has certified no funds under this Agreement, and Bo's Place shall have no cause of action whatsoever for money against Harris County arising out of or in relation to this Agreement.

ARTICLE V. NOTICE

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

FOR HCRCA:

Harris County Resources for Children and Adults
2525 Murworth Drive
Houston, TX 77054
Attn: Executive Director

FOR BO'S PLACE:

Bo's Place
10050 Buffalo Speedway
Houston, TX 77054
Attn: Executive Director

These addresses may be changed upon giving prior written notice to the other Party. All mailed notices and communications are deemed given and complete upon depositing them in the United States Mail.

ARTICLE VI. NO THIRD-PARTY BENEFICIARIES

Neither Party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other Party. This Agreement shall bind and benefit the County and the User and shall not bestow any rights upon any third party.

ARTICLE VII. ENTIRE AGREEMENT; MULTIPLE COUNTERPARTS

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligation assumed. Any amendment or change to this Agreement must be made in writing and approved by both Parties.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[Signature Page Follows]

HARRIS COUNTY

By: _____
Lina Hidalgo
Harris County Judge

Approved:

By: Joel Levine
Joel Levine
Executive Director, Harris County Resources for Children and Adults
Date: 9/3/2022

APPROVED AS TO FORM:

Christian D. Menefee
County Attorney

By: Sam Kirchhoff
Sam Kirchhoff
Assistant County Attorney
CAO File Number: 22GEN2401

BO'S PLACE

By: Mary Beth Staine
Mary Beth Staine
Executive Director

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2022, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS
COUNTY AND BO'S PLACE**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Agreement with Bo's Place for the purpose of defining each Party's respective rights, duties, and responsibilities with respect to the CYS Program. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.