

WBCO

AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS
and
WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.

This agreement is made and entered into effective this 1st day of October, 2004, between WILLIAMSON COUNTY, TEXAS (hereinafter "the County") and WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC., a Community Action Agency (hereinafter "WBCO").

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County and WBCO desire to provide a wide range of social service and economic opportunity programs to benefit the citizens of Williamson County and Burnet County; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

FINDINGS

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the County and WBCO have authorized and approved this Agreement and that this Agreement will be in full force and effect until further modified.

2. **Williamson County's Undertakings.** In order to promote the provision of social service and economic opportunity programs for the benefit of the citizens of Williamson County and Burnet County, Williamson County will provide not less than \$34,000.00 to WBCO to defray operating costs and \$37,000.00 to support the Senior Nutrition Program.

3. **WBCO's Undertakings.** WBCO agrees to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County and Burnet County.

II.

THE PARTIES' AGREEMENT

A This support and understanding shall continue and renew year-to-year unless one or both parties desire to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

EXECUTED this 26th day of October, 2004.

WILLIAMSON COUNTY, TEXAS

By John C. Doerfler
John C. Doerfler
County Judge

**WILLIAMSON-BURNET COUNTY
OPPORTUNITIES, INC.**

By Robert M. Howard
Robert M. Howard
Executive Director

2. **Williamson County's Undertakings.** In order to promote the provision of social service and economic opportunity programs for the benefit of the citizens of Williamson County and Burnet County, Williamson County will provide not less than \$34,000.00 to WBCO to defray operating costs and \$37,000.00 to support the Senior Nutrition Program.

3. **WBCO's Undertakings.** WBCO agrees to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County and Burnet County.

II.

THE PARTIES' AGREEMENT

This support and understanding shall continue and renew year-to-year unless one or both parties desire to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

EXECUTED this 26TH day of October, 2004.

WILLIAMSON COUNTY, TEXAS

By John C. Doerfler
John C. Doerfler
County Judge

**WILLIAMSON-BURNET COUNTY
OPPORTUNITIES, INC.**

By _____
Robert M. Howard
Executive Director

DIETZ & ASSOCIATES, P.C.
Attorneys At Law

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106 Fannin Avenue
Round Rock, Texas 78664
Telephone (512) 244-9314
Facsimile (512) 244-3766
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R. Mark Dietz
Melissa G. Dietz

J. Lee Jarrard, Jr.
Douglas G. Cornwell

October 13, 2004

Ms. Jane Tableriou
Office of Williamson County Judge
Williamson County Courthouse
710 Main Street, 2nd Floor
Georgetown, Texas 78626

via Hand Delivery

RE: Agreement Between Williamson County, Texas and Williamson-Burnet County
Opportunities, Inc.

Dear Ms. Tableriou:

In response to your request of October 6, 2004, please find enclosed an Agreement Between Williamson County, Texas and Williamson-Burnet County Opportunities, Inc. If the agreement is approved by Judge Doerfler, please have him sign, and forward it to Robert Howard for his signature. Please return a fully executed copy to our office. If you have any questions or changes, please contact our office.

Thank you for your attention to this matter.

Sincerely yours,



Carole Alsup
Legal Assistant to R. Mark Dietz

/ca
Enclosure

MHMRC

WILLIAMSON COUNTY BLUEBONNET TRAILS CMHMRC FUNDING AGREEMENT

This Social Service Agency Annual Funding Agreement ("Agreement") is by and between Williamson County and Bluebonnet Trail CMHMRC ("Agency"), a non-profit corporation. Pursuant to the terms of this Agreement, Williamson County hereby agrees to allocate the sum of Sixty-Three Thousand Dollars (\$ 63,000.00) to the Agency to fulfill the public purposes outlined by Williamson County and the Agency herein.

1.1 **Purpose.** Williamson County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, providing public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances.

1.2 **Use of Funds.** The Agency understands that the funds provided to it by Williamson County will be used solely for the following program services in Williamson County: to provide public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances.

1.3 **Distribution of Funds.** Williamson County will allocate Dollars (\$ 5,250 per month) to the Agency.

1.4 **Relationship of Parties.** Nothing contained herein, either explicitly or implicitly, shall be deemed or construed to make Williamson County or its designee the agent, servant, or employee of the Agency, or to create any partnership, joint venture, or other association between Williamson County or its designee and the Agency. Alternatively, nothing contained herein, either explicitly or implicitly, shall be deemed or construed to make the Agency the agent, servant, or employee of Williamson County or its designee, or to create any partnership, joint venture, or other association between the Agency and Williamson County or its designee.

1.5 **Principles and Controls.** In administering the handling of contributed public funds, Williamson County and the Agency agree to the following certain basic principles which are essential to maintain community acceptance and support:

- a. The Agency shall maintain its status as a voluntary, non-profit corporation under section 501(C)(3) of the Internal Revenue code, unless exempt by Federal guidelines;
- b. The Agency shall remain in good standing under the laws of the state of Texas;

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- c. The Agency shall notify Williamson County or its designee of major programmatic and administrative changes which could substantially affect the Agency's operation and service delivery;
- d. The Agency shall provide to Williamson County or its designee and actively maintain a current list (including term of office) of the Agency's directors, as well as its regular meeting times;
- e. The Agency shall provide to Williamson County or its designee minutes of its board of director meetings and detailed financial reports which include detailed comparisons of budgeted and actual activity and change in financial position. The reports shall be attested to by the Agency's board of directors and be provided on a regular and timely basis as requested by Williamson County or its designee;
- f. The Agency shall provide adequate liability insurance coverage for the Agency, and does hereby indemnify Williamson County and its employees, designees, and agents from any and all liability for any damage or injury caused to any employee, client, patron, agency, visitor or guest of the Agency;
- g. If an independent public accountant prepares an annual audit or review in accordance with generally accepted accounting standards, the Agency shall provide a copy of such report to Williamson County or its designee;
- h. The Agency shall prepare a detailed annual budget, translating program service plans into financial terms, and shall provide a copy of this budget to Williamson County or its designee. The budget must have comparative columns showing previous year actual and proposed year budget figures. Revenues should be categorized by major source and expenses categorized by purpose;
- i. The Agency shall be responsible for generation of support for its programs and not rely solely on Williamson County for funding of its programs; and
- j. The Agency shall allow Williamson County or its designee to conduct a semi-annual inspection of the Agency's premises and operations.

1.6

Term of Agreement. This Agreement is in effect from October 1, 2004 for a term of three years from the date of execution. This Contract shall be automatically extended for successive three year terms unless either party wishes to terminate this Contract. This Contract shall be terminated if either party gives written notice to the other party on or before 90 days before the expiration date of any three year term.

- 1.7 **Entire Agreement.** This Agreement constitutes the entire agreement between Williamson County and the Agency. No oral agreements are in effect pertaining to this Agreement. Any changes or modifications to this Agreement must be made in writing with the consent of both parties.
- 1.8 **Assignability.** This Agreement cannot be assigned or transferred in any part without the written consent of both Williamson County and the Agency.

Executed by:



Agency President/Chairman, Board of Directors

10-25-04
Date



Williamson County, Judge John Doerfler

10-5-04
Date

*File
Crisis
Center*

AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS
and
WILLIAMSON COUNTY CRISIS CENTER

This agreement is made and entered into effective this 1st day of October, 2004, between WILLIAMSON COUNTY, TEXAS (hereinafter "the County") and WILLIAMSON COUNTY CRISIS CENTER, (hereinafter "Crisis Center").

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County and the Crisis Center desire to provide services to benefit the Williamson County citizens; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the undersigned parties agree as follows:

I.

FINDINGS

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the County and Crisis Center have authorized and approved this Agreement and that this Agreement will be in full force and effect until further modified.

2. **Williamson County's Undertakings.** In order to promote the social service programs for the benefit of the citizens of Williamson County, the County will provide not less than

\$65,000 annually to the Crisis Center for outreach services for the citizens of Williamson County.

3. **The Crisis Center's Undertakings.** The Crisis center agrees to provide outreach services to victims of family violence to the citizens of Williamson County.

II.

THE PARTIES' AGREEMENT

This support and understanding shall continue and renew year-to-year unless one or both parties desire to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

EXECUTED this 11th day of November, 2004.

WILLIAMSON COUNTY, TEXAS

By John C. Doerfler
John C. Doerfler
County Judge

WILLIAMSON COUNTY CRISIS CENTER

By Theresa Leftwich
Theresa Leftwich
Executive Officer

Send signed copy back to

Theresa Leftwich
Wm Co. Crisis Center
211 Commerce Court #103
Round Rock, Tx 78664

✓

Send a copy to
Denise - Auditor