

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
 §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 §
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and CASA¹ of Williamson County ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Agency volunteers are appointed by both District Courts and the County Courts at Law of Williamson County to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home in cases pending before the courts;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

¹ Aka, "Court Appointed Special Advocates"

regarding Agency operations and the number of cases being handled for the benefit of Williamson County. Such reporting shall occur on or as close as possible to October 15th and May 15th of the fiscal year in order to assist the Commissioners Court with budgetary planning for possible future funding, although funding shall be revisited on a year-to-year basis to ensure service standards and fiscal responsibility.

ARTICLE III TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2023 and shall terminate one year later on September 30, 2024. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$30,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY**. **THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement 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 Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

EXECUTED as of _____, 20____.

Agency:

Name of Agency:

CASA of Williamson County

By: 

Printed Name: MARISSA A. AUSTIN

Title: CEO

Address:

2100 Scenic Dr, Suite 110

Georgetown, TX 78626 Attn: Marissa Austin

Telephone: 512-868-2822

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:

710 Main Street, Suite 101

Georgetown, Texas 78626

Attn: Williamson County Judge

Telephone: (512) 943-1550