

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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CONTRIBUTION AGREEMENT

Agreement Term October 1, 2008 – September 30, 2009

This Contribution Agreement ("Agreement") is entered into by and between Williamson County, Texas, a political subdivision of the State of Texas ("*County*") and the Williamson County Children's Advocacy Center, Inc. ("*CAC*"), a non-profit Texas corporation.

ARTICLE I PURPOSE

- 1.01 The purpose of this Agreement is to define contracted services between the *CAC* and the *County* to include but not be limited to the following: to provide needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution and treatment options related to child abuse cases; to minimize trauma and reduce re-victimization to child victims of abuse.

ARTICLE II TERM

- 2.01 The term of this Agreement is for twelve (12) months, commencing as of October 1, 2008, and ending September 30, 2009. At *County's* option, this Agreement may be renewed for additional terms of one year each.

ARTICLE III ANNUAL CONTRIBUTION

- 3.01 The *County's* contribution towards funding the *CAC* shall be \$50,000 for the term of this agreement

ARTICLE IV PAYMENT

- 4.01 *CAC* will submit an invoice to the *County* for payment of the annual contribution on a yearly basis. Said invoice shall be submitted no later than August 31st each year and payment shall be due and paid by September 30th each year.

ARTICLE V AVAILABILITY OF FUNDS

- 5.01 *CAC* agrees and understands that all financial obligations provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI
EQUAL OPPORTUNITY

- 6.01 CAC agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VII
ASSIGNMENT & SUBCONTRACT

- 7.01 CAC may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of *County*.

ARTICLE VIII
OFFICIALS NOT TO BENEFIT

- 8.01 No officer, employee or agent of the CAC and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE IX
TERMINATION

- 9.01 This Agreement may be terminated:
- A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.

ARTICLE X
WAIVER OF SUBROGATION

- 10.01 CAC expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against *County*. CAC also waives any rights it may have to indemnification from *County*.

ARTICLE XI
INDEMNIFICATION

- 11.01 TO THE EXTENT ALLOWED BY LAW, IT IS FURTHER AGREED THAT CAC WILL INDEMNIFY AND HOLD HARMLESS *COUNTY* AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS,

OR EXPENSES ARISING OUT OF WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF **CAC**, ITS AGENTS, SERVANTS, OR EMPLOYEES ARISING FROM ACTIVITIES UNDER THIS AGREEMENT. **CAC** SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS **COUNTY** FOR ANY ACT(S) OF COMMISSION OR OMISSION OF **COUNTY'S** AGENTS, SERVANTS, OR EMPLOYEES ARISING FROM OR RELATED TO THIS AGREEMENT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

ARTICLE XII
GOVERNMENTAL IMMUNITY; NO THIRD PARTY BENEFICIARIES

- 12.01 This Agreement is expressly made subject to **County's** governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the **County** has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XIII
REPRESENTATIONS & WARRANTIES

- 13.01 **CAC** hereby represents and warrants that it has all necessary right, title, license and authority to enter into this Agreement.

ARTICLE XIV
TEXAS LAW TO APPLY

- 14.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

ARTICLE XV
VENUE

- 15.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XVI
COMPLIANCE WITH LAWS

- 16.01 Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.

ARTICLE XVII
LEGAL CONSTRUCTION

- 17.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XVIII
PRIOR AGREEMENTS SUPERSEDED

- 18.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XIX
INDEPENDENT CONTRACTOR CLAUSE

- 20.01 Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

ARTICLE XX
ENTIRE AGREEMENT; AMENDMENTS

- 20.01 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. *County* may amend, modify or alter the terms of this Agreement and specify an effective date thereof. *County* will then notify the *CAC* in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of this Agreement after the effective date by the *CAC* will signify its acceptance of these changes. If the *CAC* declines to accept changes made by *County*, the *CAC* may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT
OF AN ORIGINAL.

WILLIAMSON COUNTY

BY: 

Dan A. Gattis
Williamson County Judge

Date: 3/3/09

WILLIAMSON COUNTY
CHILDREN'S ADVOCACY
CENTER, INC.

BY: 

Brenda Staples
Executive Director

Date: 26 Feb 2009

APPROVED AS TO FORM:

BY: _____

Hal Hawes
Assistant County Attorney

BY: _____

James Gilger
Contract Management Auditor