

Child Advocacy Project Contract
Between
The Galveston County Children's Service Board
And
Advocacy Center for Children of Galveston County

The Galveston County Children's Services Board, a county child welfare board established under §264.005 of the Texas Family Code and the Advocacy Center for Children of Galveston County, a children's advocacy center established under Chapter 264 Subchapter E of the Texas Family Code desire to develop a team approach to investigating child abuse/neglect and reducing, to the greatest extent possible, the number of interviews required of a victim of child abuse/neglect. Accordingly, the parties mutually agree as follows:

I
Term of Contract

The term of this contract begins effective October 1, 2024 and ends on September 30, 2025.

II
Purpose of Contract

The purpose of this contract is to provide partial administrative cost reimbursement of salary and benefits, to help assist the Advocacy Center in the performance of its duties. These duties relate to intervening in cases of suspected child abuse/neglect and to coordinating the various governmental entities that may be involved in investigating or prosecuting a child abuse/neglect case. Specifically, the Children's Advocacy Center, on an ongoing basis:

- 1) Assesses victims of child abuse/neglect and their families to determine their need for services relating to the investigation of child abuse/neglect;
- 2) Provides services determined to be needed under subdivision (1);
- 3) Provides a facility at which a multidisciplinary team appointed under §264.406 of the Texas Family Code can meet to facilitate the efficient and appropriate disposition of child abuse/neglect cases through the civil and criminal justice systems; and
- 4) Coordinates the activities of governmental entities relating to child abuse/neglect investigations and delivery of services to child abuse/neglect victims and their families.

III
Maximum Amount of Expenditure

The maximum expenditure amount to be made by the Children's Services Board under this Contract will not exceed \$13,000.00. Requests for payment will be made monthly by the 7th day following the last day of the month in which the expenditures were made.

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Administrative Expenses: The requests will be on an administrative cost reimbursement basis, documented by a report of actual administrative expenditures.

Rainbow Room: The requests will be on costs for portable cribs, car seats, children's beds/mattresses & hygiene/lice treatment supplies for the Rainbow Room.

The Children's Services Board will pay each invoice that has been submitted within 45 days of receipt of a request for payment. Payment of questionable invoices may be withheld until the parties mutually resolve the question.

IV

Breakdown of Expenditure

The breakdown of expenditures is as follows:

Not to Exceed

Rainbow Room	\$3,000.00
Administrative Expenses	(Salary) \$5,000.00
Outreach Coordinator	<u>\$2,500.00</u>
Coordinator	<u>\$2,500.00</u>
	\$13,000.00

V

Termination for Lack of Funding

The funding of this Contract is wholly dependent upon Galveston County. If, for any reason, or no reason, such funding is not forthcoming, in whole, this contract will be immediately terminated with no penalty to either party. If, partial funding is forthcoming, the parties will jointly determine how such funds will be utilized.

VI

Early Termination

This Contract may be cancelled by mutual consent. This contract may be cancelled by either party for any reason, or no reason, upon 30 days prior written notice being given by the party desiring to cancel to the other party. In addition, this Contract may be immediately cancelled upon the failure of the Advocacy Center to provide the services set forth in Section II.

VII

Inspection of Records

Advocacy Center shall maintain the necessary financial records to support the expenditure of the funds paid by the Galveston County Children's Services Board. The Galveston County Auditor's Office on behalf of the Board shall have a right to audit these records for up to three years after the close of the County's fiscal year end (September 30). The County Auditor shall examine these records at Advocacy Center's primary business location or any other location in the County that is more convenient for Advocacy Center. Advocacy Center shall promptly (within 90 days of receipt

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of any audit report from the County) respond to any discrepancies noted by the County. Access to such records will be permitted during normal business hours of 8:00 a.m.-5:00 p.m.

VIII Policies

Advocacy Center will adhere to all regulations, policies and procedures prescribed by the Texas Department of Protective and Regulatory Services and The Children's Services Board that relate to the services being provided herein. In the event of a conflict in policies between The Children's Services Board and the State, State regulations will control. Furthermore, the Advocacy Center agrees that by entering into this agreement, it will abide by the requirements in the attached Appendix A-Galveston County Title VI Assurance Clause Addendum.

XIX Evaluation

The parties will periodically engage in a joint evaluation of Advocacy Center's programs to help ensure that the needs of victims of child abuse/neglect are being adequately served.

XX Notice

Advocacy Center will immediately notify The Children's Services Board in the event of any significant changes affecting the Advocacy Center and its identity, such as name change, change in governing board membership or pertinent staff changes. Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To The Children's Services Board at:
Galveston County Children's Services Board
Charity Eames, Chair
722 Moody, 3rd Floor Galveston, TX 77550

With a copy to:
County Judge, Mark Henry
Galveston County
722 Moody, 2nd Floor
Galveston, TX 77550
mark.henry@co.galveston.tx.us

And to Advocacy Center at:
Carmen Crabtree, Executive Director
Advocacy Center for Children of Galveston County
5710 Ave S1/2
Galveston, TX 77551
carmen@galvestoncac.org
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XXI
Independent Relationship

None of the provisions of this contract are intended to create, nor may be deemed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this contract. In the performance of work, duties, and obligations, under this contract, Advocacy Center is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Nothing in this contract shall create any employer/employee or agency relationship between the parties to this contract.

XXII
Confidentiality

Except to competent authorities, Advocacy Center agrees not to reveal or disclose any information relating to any case in which services are provided under this contract.

XXIII
Advertising and Solicitation

Advocacy Center may not use the award of this contract or performances of services under this contract as an advertisement or otherwise for the purpose of soliciting or obtaining business from other sources. Advocacy Center may not include any information relating to this contract in business cards, pins, labels, patches, or any other manner that could be construed as advertising, solicitation, or as an official extension of The Children's Services Board.

XXIV
Assignment

Advocacy Center may not assign, sell, or otherwise transfer this contract without written permission of The Children's Services Board.

XXV
Entirety of Agreement and Modification

This contract contains the entire agreement between the parties relating to their rights and obligations under this contract. A prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. A subsequent modification to this contract must be in writing, signed by the party to be charged and expressly authorized by the governing body of the party. An official representative, employee, or agent of The Children's Service Board does not have authority to modify or amend this contract except pursuant to specific authority to do so granted by The Children's Services Board acting as a body.

XXVI
Severability; Conformity with Legal Limitations

If a provision contained in this contract is held invalid for any reason, the invalidity does not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this contract are severable.

If any current or future legal limitations affect the validity or enforceability of a provision of this contract, then the legal limitations are made a part of this contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitations, and so modified, this contract shall continue in full force and effect.

XXVII Governing Law: Venue

This contract shall be governed by the laws of the State of Texas. Venue for an action arising under this contract shall be exclusively in Galveston County.

XXVIII Benefit

This contract is intended to inure only to the benefit of the parties. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

XXIX General Provisions

Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.

Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include the other genders.

The headings at the beginning of the various provisions of this contract have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.

For faithful performance of the terms of this agreement, the parties hereto in their capacities as state, affix their signatures and do bind themselves effective October 1, 2024.

Galveston County Children
Services Board

Advocacy Center for Children
of Galveston County


Charity Eames
Chair




Carmen Crabtree
Executive Director

Executed this 30th day of September 2024.

Galveston County

Attest:


Mark Henry
County Judge



Dwight D. Sullivan
County Clerk

Galveston County Title VI Assurance Clause Addendum

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as “contractor”) agrees as follows:

- (1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.