

STATE OF TEXAS

COUNTY OF GALVESTON

CONTRACT

This is a Contract between Galveston County Children's Services Board, Galveston County and Resolve It, Inc. The County of Galveston, Galveston County Children's Services Board, a county child welfare board established under §264.005 of the Texas Family Code, and Resolve It, Inc., a non-profit organization based in Kemah, Texas desire to provide intervention and support to at-risk youth through an evidence-based cognitive/behavioral therapy program.

Accordingly, the parties mutually agree as follows:

I.

Term of Contract

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

II.

Purpose of Contract

Resolve It, Inc. has been awarded a Victims of Crime Act ("VOCA") grant for this project in the amount of \$416,090.00 with a requirement of 20% matching funds. This will require Resolve It, Inc. to obtain matching funds of \$83,218.00 annually. Galveston County will provide \$30,000.00 of the required matching funds for the contract period starting October 1, 2024, and ending September 30, 2025. The purpose of this contract is to provide those matching funds for use towards administrative costs, personnel, contractual and professional services, staff training and development, mileage costs, project expenses, project supplies, and project curriculum. This match will assist Resolve It, Inc. in the performance of its duties. These duties include: intervening in cases of suspected child abuse/neglect and victimization and the subsequent emotional, psychological and academic impact of the abused. Specifically, Resolve It, Inc., on an ongoing basis will:

- 1) Assesses victims and children of child abuse/neglect who exhibit emotional, psychological and academic symptoms and who attend Heights Elementary, Kohlfeldt Elementary, Guajardo Elementary, Roosevelt Wilson Elementary, Levy Fry Middle School, Blocker Jr. Middle School, Texas City High School, Haley Elementary, Simms Elementary, Giles Middle School and Austin Elementary School to determine their need for services;
- 2) Provides services determined to be needed under subdivision (1);
- 3) Provides individual therapy, group therapy and family therapy to help these victims cope;
- 4) Receives referrals from school counselors, Child Protective Service workers, and other community agencies.

III.

Maximum Amount of Expenditure

The maximum expenditure to be made by Galveston County on behalf of the Children's Services Board under this contract will not exceed \$30,000.00.

Galveston County, on behalf of Children's Services Board, will make one payment to Resolve It, Inc. according to the schedule below:

IV. Breakdown of Payment

The breakdown of payment is as follows:	Not to Exceed
October 31, 2024	\$30,000.00

V. Termination for Lack of Funding

The funding of this contract is wholly dependent upon Galveston County. If for any 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. The party desiring to cancel will give written notice to the other party 30 days prior to the date of cancellation. In addition, this contract may be immediately cancelled upon the failure of Resolve It, Inc. to provide the services set forth in Section II. If the contract is terminated by Resolve It, Inc. or the Children's Services Board, Resolve It, Inc. will repay the County of Galveston the funds identified in section IV; however, the repayment will be limited to the total amount, prorated on a monthly basis.

VII. Inspection of Records

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

Resolve It, Inc. will adhere to all regulations, policies and procedures prescribed by the County of Galveston and the Children's Services Board that relate to the services being provided herein. Furthermore, Resolve It, Inc. 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.

IX. Evaluation

The parties will evaluate the program of Resolve It, Inc. quarterly to help ensure that the needs of victims of child abuse/neglect are being adequately served. A written report will be provided by Resolve It, Inc to the Board for the meeting following the end of the quarter. A representative of Resolve It, Inc. will attend the Children's Services Board's meeting during the months of April and October in order to provide any additional information and answer any questions.

X. Notice

Resolve It, Inc. will immediately notify the Children's Services Board in the event of any significant changes affecting the program 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, mailed by certified mail, with return receipt requested, or transmitted by fax to the Children's Services Board at:

Charity Eames, Chairperson
Galveston Children's Services Board
722 Moody, 3rd Floor
Galveston, TX 77550

with a copy to:
Veronica Van Horn, Legal Services Manager
Galveston County
722 Moody, 2nd Floor
Galveston, Texas 77550
veronica.vanhorn@co.galveston.tx.us

Resolve It, Inc. at:
Alison L. Putman, Executive Director Resolve It, Inc.
351 Columbia Memorial Parkway, Ste E2
Kemah, TX 77565
aputman@resolveit.org

XI.

Galveston County Children's Service Board
Galveston County, Resolve It FY25

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, Resolve It, Inc. 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.

XII. Confidentiality

Resolve It, Inc. agrees not to reveal or disclose any information relating to any case in which services are provided under this contract except to authorized authorities.

XIII. Advertising and Solicitation

Resolve It, Inc. may not use the award of this contract or performance of services under this contract as an advertisement or otherwise for the purpose of soliciting or obtaining business from other sources. Resolve It, Inc. 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.

XIV. Assignment

Resolve It, Inc. may not assign, sell, or otherwise transfer this contract without written permission of the Children's Services Board.

XV. 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 Services 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.

XVI. Severability and 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. This contract so modified shall continue in full force and effect.

**XVII.
Governing Law and 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.

**XVIII.
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 of third parties.

**IXX.
General Provisions**

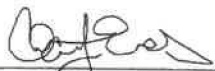
Words shall be given their ordinary meaning except as provided otherwise. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art; the word shall have the meaning given by experts in the particular trade, subject matter, or art.

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 gender.

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 stated, affix their signatures and bind themselves effective the date of their execution of this agreement.

Galveston County Children's Services Board


Charity Eames
Chair

Date of Signature: 8/21/24

Resolve It, Inc.

 for Resolve It, Inc.
Alison L. Putnam
Executive Director

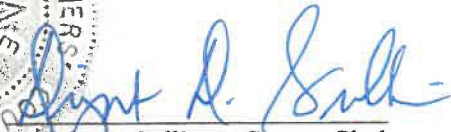
Date of Signature: 8/15/2024

Execute this 30th day of September, 2024.

Galveston County
By:


Mark Henry, County Judge




Dwight D. Sullivan, County Clerk

Appendix A

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 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.