

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
SCOTTY'S HOUSE CHILD ADVOCACY CENTER**

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS**, acting by and through its duly elected County Commissioners (hereinafter "County"), and **SCOTTY'S HOUSE CHILD ADVOCACY CENTER** (hereinafter "Provider"), located in Bryan, Texas, and is effective October 1, 2022.

RECITALS

WHEREAS, the County has the objective of providing support services to children who are the victims of physical abuse, sexual abuse, neglect, and exposure to violence; and

WHEREAS, the Provider shares this common goal with the County; and

WHEREAS, the County desires to assist the Provider in providing support services to children who are the victims of physical abuse, sexual abuse, neglect, and violence through funds provided by the County.

NOW THEREFORE, the parties agree to the following terms and conditions to provide such support services.

AGREEMENT

TERM

This Agreement shall be for a term of twelve (12) months commencing on the 1st day of October 2022 and terminating 30th day of September 2023.

CANCELLATION

This Agreement may be canceled by any parties hereto upon sixty (60) days written notice as provided herein.

SERVICES TO BE PERFORMED BY PROVIDER

The Provider will provide the following services:

1. Forensic Services - forensic interviews and on-site medical examinations that minimize additional trauma to the child. A forensic interview is a structured conversation with a child intended to elicit detailed information about a possible event(s) that the child may have experienced or witnessed. Each child's interview

is conducted by a trained Forensic Interviewer in a child friendly environment. A recording of the interview with the child is made available to agencies involved, thus reducing the number of times the child must retell the story. The recording may then be used in court proceedings.

2. Advocacy Services – a Family Services Coordinator will work with each family to provide information and referral to community resources, follow-up medical testing and treatment, assistance with crime victims' compensation and any other need identified by the family.
3. Counseling Services - counseling is provided to children and their non-offending family members. Counseling can take shape in many forms: play therapy for younger children, art therapy, equine assisted psychotherapy, or support groups for children and their caregivers. Without counseling, children who are abused often experience severe social and psychological trauma that may including nightmares, hyper-vigilance, sleep difficulties, poor self-esteem, social isolation, increased use of drugs and alcohol, school failure, depression, and suicidal ideation.
4. Education & Outreach Services - provide educational programs to the Brazos Valley on a variety of topics pertaining to child abuse, services to victims of sexual assault and their families (collectively "Services").

USE OF COUNTY FUNDS

Funds to be furnished to Provider as stated herein be used to offset operational expenses of the Provider, including rent, telephone expenses, and office supplies.

COUNTY'S LIABILITY FOR PAYMENT

The County agrees to fund the Provider a maximum amount of money totaling **\$10,000.00** for the term of this Agreement ("Funds").

RESPONSIBILITIES OF PROVIDER

Provider will be responsible for providing the following services pursuant to this Agreement:

1. Maintaining this Agreement;
2. Providing of Services;
3. Maintaining data files on clients and the Services provided thereto;
4. Respond to all and any inquiries by the County.

5. Provider agrees that the County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Provider agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Provider agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which the County provided funds to the Provider under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Provider.
6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the Provider. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the Provider's annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Provider.
7. Provider will provide the County with any and all certified audits conducted by Provider and the management letter prepared in connection therewith;
8. Provider will provide the Commissioners Court with statistics evidencing the number of Brazos County residents using the Provider's Services.

RESPONSIBILITY OF COUNTY

The County shall be responsible for the following duties and requirements:

1. Provide County Funds.
2. Conduct a review of the Provider's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the Provider.

RECORD RETENTION

The Provider shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The Provider agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy and subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the Provider with Funds. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

DISCRIMINATION

The Provider shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The Provider shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action or omission or negligence on the part of each party hereto.

INSURANCE

The parties hereto agree that the Provider shall be an independent contractor and not any employee or agent of the County and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

COUNTY INVOLVEMENT

The County and Provider state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the Services to which it relates has personal interest, direct or indirect, in this Agreement.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail RRR to the other party at the following addresses:

Scotty's House Child Advocacy Center
2424 Kent Street
Bryan, Texas 77802

Brazos County Commissioners Court
County Administration Building
200 So. Texas Ave. No. 310
Bryan, Texas 77803

FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

SEVERABILITY

In the event that any of the provisions or portions thereof, of this Agreement, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions shall not be affected thereby.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

ASSIGNABILITY


This Agreement is not assignable by the Provider without the prior written consent of the County.

DATED this 15 day of September, 2022.

Brazos County

Scotty's House Child Advocacy Center

Duane Peters, Judge



Cary Baker, Executive Director

ATTEST:

Karen McQueen, County Clerk

Legislative Certifications

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

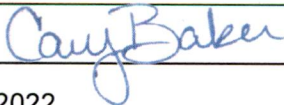
Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: Scotty's House Brazos Valley Child Advocacy Center, Inc.

Authorized Company Representative: Cary Baker

Address: 2424 Kent Street, Bryan, TX 77802

Signature: 

Date: 9/15/2022

Contract #: 23-046

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Scotty's House Brazos Valley Child Advocacy Center, Inc.
Bryan, TX United States

Certificate Number:
2022-934243

Date Filed:
09/15/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Scotty's House Brazos Valley Child Advocacy Center, Inc.

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23-046

Scotty's House will provide child advocacy services to all eligible children in Brazos County.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dicky, Wayne	Bryan, TX United States	X	
	Bush, Heather	Bryan, TX United States	X	
	Motley, Melanie	Bryan, TX United States	X	
	Brieden, Sarah	Bryan, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Cary Baker, and my date of birth is 10-16-1982.

My address is 3233 Rose Hill Lane, Bryan, TX, 77808, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 15 day of September, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)