

## AGREEMENT

This Agreement is entered into on this 1<sup>st</sup> day of October, 2015, between the City of Seguin Police Department (hereinafter referred to as the "Department ") and the Guadalupe County Children's Advocacy Center (hereinafter referred to as "Children's Advocacy Center").

WHEREAS, the Children's Advocacy Center offers advocacy for and provides services to abused children and their families in the investigation, prosecution, treatment, and prevention of child abuse; and

WHEREAS, the Children's Advocacy Center reduces the trauma to children by coordinating a multi-disciplinary approach; and

WHEREAS, the Children's Advocacy Center provides videotaped forensic interviews of child victims of abuse as requested by the Seguin Police Department detectives; and

WHEREAS, the Department finds that these services help provide advocacy for abused and neglected children in the court system; and

WHEREAS, the Department finds that these services provided by the Children's Advocacy Center are a benefit to the general welfare and well being of the City of Seguin; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. The Police Department for the City of Seguin shall provide funding to the Children's Advocacy Center in the amount of \$10,000.00. The Children's Advocacy Center shall provide programs and services to meet the needs of the City of Seguin's children and promote community awareness of the Children's Advocacy Center. The Children's Advocacy Center will also continue to provide advocacy for abused and neglected children.

2. The Children's Advocacy Center shall be responsible for the acts and omissions of its own officers, directors, employees, agents, assigns, and contractors and will indemnify, hold harmless and defend the City of Seguin regarding any claims, costs, or actions arising from the acts of the Children's Advocacy Center.

3. This Agreement shall be governed by and construed under the laws of the State of Texas; however the Children's Advocacy Center further agrees that it will comply with all applicable federal and state laws, local ordinances and local codes.

4. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any Court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement.

5. This Agreement shall be construed as a result of negotiations among the parties, and as such, shall not be construed more strictly against one party or the other.

6. The Agreement shall be in effect until September 30, 2016.

Effective as of the 1<sup>st</sup> day of October 2015.

CITY OF SEGUIN

By: \_\_\_\_\_  
Douglas G. Faseler, City Manager

Attest: \_\_\_\_\_

GUADALUPE COUNTY CHILDREN'S ADVOCACY CENTER

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_