

**RUSK COUNTY CHILDREN'S ADVOCACY CENTER
SERVICES AGREEMENT**

Agreement made this 10th day of August, 2015, by and between **RUSK COUNTY CHILDREN'S ADVOCACY CENTER**, hereinafter referred to as **CAC**, and **PANOLA COUNTY, TEXAS**, hereinafter referred to as the County.

SERVICES

1. **CAC** is a non-profit 501(c)(3) corporation designed to combat child abuse. The CAC is an independent contractor who performs its tasks without control or direction of Panola County, and its employees and agents shall not ever be considered nor interpreted to be the employees of Panola County for any purpose. Panola County is not obligated to fund CAC other than the limited term in this Agreement. Nothing herein shall be interpreted to mean this Agreement is a partnership or joint venture.

This Agreement is performable in Panola County.

TERM

2. The initial term shall be for a period of one (1) year and shall commence on August 10, 2015 and end on August 10, 2016.

This agreement shall automatically renew for successive one year terms of duration equal to the Initial Term ("Renewal Term") unless either party notifies the other party in writing not later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other Party.

This Agreement may be terminated by either party based upon good cause by furnishing thirty (30) days written notice.

NOTICES

3. Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail, (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery, or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving party, or to such other address, facsimile number or person as the receiving party may designate in writing to the sending party from time to time.

If to CAC:

Kishla Salazar
Executive Director
500 West Main
Henderson, Texas 75652
Phone: 903-657-0790

If to County:

Panola County Judge
Panola County Courthouse
110 S. Sycamore, Room 216-A
Carthage, Texas 75633
Fax: (903) 693-2726

EQUIPMENT AND FACILITIES

4. The County shall not provide an office, equipment, and supplies for use by **CAC**. **CAC** shall furnish its own office, equipment, and supplies required to perform its services under this Agreement. However, the County may reimburse **CAC** for such expenses incurred up to the limit as described in the Compensation section.

COMPENSATION

5. For services rendered hereunder, **CAC** shall be entitled to the budgeted amount by the Panola County Commissioners' Court payable each year upon written request made by **CAC** and providing documentation showing expenses incurred as meeting a public purpose according to laws governing Texas counties.

NECESSITY OF FUNDING APPROPRIATION

6. Except as provided in this Agreement for earlier termination, this Agreement shall continue in force for its normal Initial Term and any Renewal Term as set forth in Section 2.00, subject to the following limitation: The term of this Agreement is subject to annual appropriation by Panola County, Texas in its budget of sufficient funds to make the payments called for herein.

In the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will thereupon terminate without penalty to or further obligation hereunder of either Party, as of the last date for which funds have been appropriated.

INDEMNITY

7. **CAC** shall defend, indemnify, and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of **CAC**, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Agreement. **CAC** indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants,

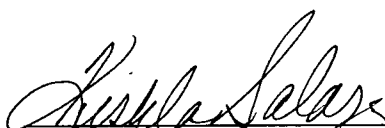
customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located.

CAC shall add Panola County as a named insured on any and all liability policies it has.

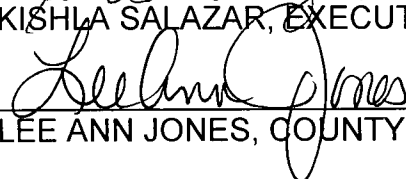
GOVERNING LAW

8. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

ADOPTED in Open Court this 10th day of August, 2015. **WITNESS OUR HANDS** this 10th day of August, 2015.



 KISHLA SALAZAR, EXECUTIVE DIRECTOR



 LEE ANN JONES, COUNTY JUDGE