

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.
 Rusk County Children's Advocacy Center
 Henderson, TX United States

Certificate Number
 2016-112175

Date Filed:
 09/14/2016

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

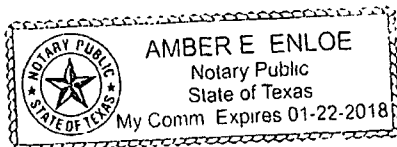
Date Acknowledged

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.
 2016-57
 Child safety and child abuse prevention services to resident of Panola County for the purpose of reducing trauma, facilitating recovery, and presenting sound cases for prosecution of child abuse

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Salazar, Kishla	Henderson, TX United States		X

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct



AFFIX NOTARY STAMP / SEAL ABOVE

Kishla Salazar
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Kishla Salazar, this the 14th day of September, 2016, to certify which, witness my hand and seal of office

Amber E. Enloe
 Signature of officer administering oath

Amber E. Enloe
 Printed name of officer administering oath

Lending Assistant
 Title of officer administering oath

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

Agreement entered into on this 6th day of Sept., 2016 by and between **RUSK COUNTY CHILDREN'S ADVOCACY CENTER, INC.**, (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. During the term of this Agreement, CAC will provide child safety and child abuse prevention services (the "Services") to residents of Panola County for the purposes of reducing trauma, facilitating recovery and presenting sound cases for prosecution of child abuse offenses in Panola County. The CAC is an independent contractor who performs its tasks without the 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. 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 of this Agreement shall be for a period of one (1) year and shall commence on January 1, 2017 and end on December 31, 2017.

This agreement shall automatically renew for successive one year terms ("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 at any time upon ninety (90) days written notice.

This Agreement may be terminated by either party based upon the other party's default by furnishing thirty (30) days written notice of termination.

The Parties further agree that the Rusk County Children's Advocacy Center Services Agreement between the parties dated August 10, 2015 (the "Contract") shall terminate as of December 31, 2016 and that from and after termination of such Contract, CAC shall provide services to the County solely pursuant to the terms and conditions of this Agreement.

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 of 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
Fax: (903) 464-0745

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.

COMPENSATION

5. CAC understands and agrees that from and after January 1, 2017, the County shall fund CAC's compensation under this agreement from fee revenues generated by a child safety fee to be adopted and placed into effect by the County on January 1, 2017, pursuant to Texas Transportation Code Section 502.403 (the "Act"). As consideration for the Services, the County, subject to the limitations of this Section, agrees to reimburse CAC for documented reasonable and necessary expenses incurred by CAC in providing the Services, provided that the aggregate amount of reimbursements to be paid for a County fiscal year (January 1 through December 31) shall not exceed the amount allocable to the County under the Act for such County fiscal year after deduction of the amount of fee revenues allocable to municipalities in the County under the Act (the "County Fee Revenues"), and further, that no individual payment to CAC hereunder shall exceed the then-current balance of County Fee Revenues. CAC shall invoice the County semi-annually, or as otherwise may be agreed by the parties. CAC's invoices must include sufficient documentation for the County to determine in the County's reasonably exercised sole discretion that the expenses for which payment is requested are reasonable and necessary expenses incurred by CAC in providing the Services.

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 one 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, employees and representative 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 if CAC, or of any agent, employee, subcontractor or supplier of CAC in the execution of or performance under this Agreement. CAC indemnifies and will indemnify and save harmless Panola County and its officers, agents, servants, customers, employees and representative from any liability, claim or demand whether such liability, claim or demand arises from an event or casualty occurring within the premises where the Service is provided or occurring upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which such premises are located.

INSURANCE

8. CAC shall maintain insurance coverage meeting the requirements set out in Schedule A, hereto. CAC shall add Panola County as an additional insured on any and all liability

policies it has. Upon request, CAC shall provide evidence of coverages on a standard and ACORD form certificate of insurance.

GOVERNING LAW

9. The validity of this agreement or 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. Venue for any claim or dispute concerning, related to or arising from this Agreement shall be solely in the courts of competent jurisdiction in Panola County, Texas

ASSIGNMENT

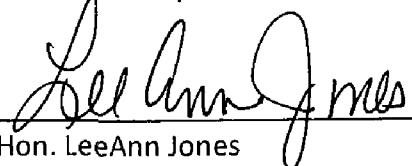
10. This Agreement, and any rights, duties or obligations hereunder may not be assigned by CAC without the prior written consent of the County, which consent shall be given at the County's sole discretion.

COMPLIANCE WITH THE LAW

11. CAC shall comply with all federal, state, county, and local laws in the performance of this Agreement and shall maintain throughout the term of this Agreement all licenses, certifications, training, protocols and procedures required by law in the performance of the Services.

IN WITNESS WHEREOF, the undersigned authorized representative of the County and CAC have executed this Agreement.

PANOLA COUNTY, TEXAS

By: 
Hon. LeeAnn Jones

County Judge

RUSK COUNTY CHILDREN'S ADVOCACY CENTER, INC.

By: 
Kishla Salazar
Executive Director

SCHEDULE A
INSURANCE REQUIREMENTS

General Liability:

Contractor's insurance shall include blanket contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and \$2,000,000 in the aggregate and shall include the following:

- Blanket Contractual Liability
- Personal Injury
- Products and completed operations

Business Automobile Liability:

Contractor's insurance shall include Business Automobile Liability coverage with a combined single limit of at least \$500,000 per occurrence, and include coverage for but not limited to the following:

- Bodily injury and property damage
- Any and all Owned, Non-Owned or Hired vehicles, including employee owned vehicles used for business in whole or in part

Workers' Compensation and Employers Liability Insurance:

Contractor must elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Contractor shall maintain said coverage throughout the term of the contract and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the contractor maintains the coverage. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the contractor will constitute a material breach of the contract.

Contractor's insurance will include Employer's Liability coverage with limits of at least \$500,000 each accident.

Other Insurance Requirements:

Contractor's general liability and auto liability insurance policies through policy endorsement shall name the County as an additional insured and must include wording that states that the policy shall be primary and non-contributory with respect to any insurance carried by the County. The certificate of insurance described below must reflect that the above wording is included in evidenced policies. The County must be notified at least 30 days in advance of any cancellation of any of the required policies. The County must receive a copy of the full policy from the selected firm.

The Contractor must agree to waive subrogation against the County, its officers, employees, and elected representatives for injuries, including deaths, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.