

STATE OF TEXAS §

COUNTY OF JEFFERSSON §

Agreement by and between Jefferson County and Friends for Life

Article I. Parties

This Agreement by and between Jefferson County, Texas and Friends for Life, a non-profit 501(C)(3) organization, (Agreement) is entered into by and between the Jefferson County, Texas (County) and Friends for Life (Contractor), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

Article II. Preamble

- 1.** The County is a political subdivision of the State of Texas and is acting by, under, and through its governing body, the Commissioners Court of Jefferson County, Texas;
- 2.** The County is authorized to fund guardianship and related services in accordance with State law, including without limitation, Tex. Gov't Code§ 155.001, 155.105, and/or Tex. Est. Code§§ 1002.016, 1155.002, 1155.052, 1155.054, 1155.101, and/or 1155.151;
- 3.** A Guardianship Program is eligible for appointment as a guardian in a guardianship proceeding in accordance with State law, including without limitation, Tex. Est. Code§ 1002.012, 1002.016, 1101.001, 1104.251, 1104.254, 1104.255, 1104.301, 1104.359, and/or 1105.107, and/or Tex. Gov't Code§§ 155.001, 155.101, 155.102, 155.106, and/or 155.153;
- 4.** The Court of Jefferson County, Texas, is obligated to appoint guardians for residents of Jefferson County who are incapacitated under State law and when there are no relatives or friends of such incapacitated persons who are willing and qualified to serve as guardians, the Court may appoint a guardianship program as guardian;
- 5.** County and Contractor wish to enter into a contract for the provision of guardianship, money management and related services to incapacitated persons or other persons who need assistance in making decisions concerning the respective persons' own welfare or financial affairs in the Guardianship Program, with such services and eligibility to be in compliance with requirements of State and Federal law, rule, or regulation, which include, inter alia, the Estates Code, Chapter 155 of the Government Code, any applicable order of the County Court or County Court at Law of Jefferson County, Texas, and any applicable rules and/or standards of the Judicial Branch Certification Commission or the Texas Supreme Court; and
- 6.** The establishment and continued funding and operation of these guardianship, money management and related services pursuant to this Agreement for such program serve a public purpose.

Now therefore, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows:

Article III. Terms and Conditions

1. Scope of Services.

Friends for Life shall provide guardianship, money management and related services to incapacitated persons in Jefferson County or other persons in Jefferson County who need assistance in making decisions concerning the respective persons' own welfare or financial affairs in accordance with requirements of State and Federal law and as described in this Agreement. Thus, for purposes of this Agreement, Services include serving as guardian with limited or full authority over a ward, depending upon the extent of incapacity and in accordance with the order of the Probate Court, for an indefinite term, providing representative payee and related services for individuals in Jefferson County, Texas. Contractor's Guardianship Services shall comply with all applicable statutes, rules, and standards of practice. Such statutes, rules, and standards include, but are not limited to:

Texas Estates Code, as applicable;

Texas Government Code, Chapter 155, as applicable;

Rules, standards, and/or requirements of the Texas Judicial Branch Certification Commission;

Code of Ethics and Minimum Standards for Guardianship Services adopted by Order of the Texas Supreme Court, August 27, 2021 or as amended at a later date; and Texas Supreme Court Rules Governing Guardianship Certification.

A copy of the Code of Ethics and Minimum Standards for Guardianship Services adopted by Order of the Texas Supreme Court on August 27, 2021 is attached hereto as **Exhibit No. 1** and is incorporated herein for all purposes.

The Texas Judicial Branch Certification Commission Rules are accessible online at <http://www.txcourts.gov/jbcc/jbcc-statutes-rules-policies/#JbccRules>. The Texas Judicial Branch Certification Commission Rules, Section 7 are available online at <http://www.txcourts.gov/jbcc/jbcc-statutes-rules-policies/#Sec7.0>.

Contractor acknowledges and agrees and shall comply with all applicable laws, orders, rules, and standards as such exist now and as they may be amended in the future.

The Contractor shall complete and file in a timely manner any reports, records, or documentation required by the County.

1. Persons served. Contractor shall provide guardianship, money management and related services to clients in Jefferson County.
2. Certification required for performing services as guardian. Contractor acknowledges and agrees that the Guardian Program may be appointed as the Guardian in a guardianship proceeding in accordance with State law. Contractor

further acknowledges and agrees that it shall only utilize employees with the certification required by the Texas Supreme Court, the Estates Code, and the Texas Judicial Branch Certification Commission to perform guardian services for a ward.

2. Representations. Contractor represents and warrants that:

1. Contractor shall not use subcontractors to perform any services under this Agreement unless and until it has obtained the written consent of the County, acting by and through its Commissioners Court, to do so;
2. Contractor is duly registered with and in good standing with the Secretary of State of the State of Texas and is authorized to conduct business in the State of Texas;
3. Contractor has received all required approvals to execute and deliver this Agreement and the individual executing this Agreement on behalf of the Contractor has the full power and authority to do so and to bind the Contractor to the terms of this Agreement and this Agreement constitutes a legal, valid, and binding obligation of the Contractor;
4. Contractor has the skills, qualifications, financial resources, and experience necessary to timely perform the services described in this Agreement and has performed similar services for other public and other private entities;
5. Contractor shall maintain properly trained, certified, and experienced personnel to ensure satisfactory performance under this Agreement;
6. Contractor shall use its best efforts to perform the services in accordance with the highest standards of Contractor's profession or business, and all services shall be performed with the quality prevailing among similar businesses of superior skill engaged in providing similar services under the same or similar circumstances. Contractor's services shall be accurate. Contractor acknowledges that the County is at all times relying upon Contractor's skill and knowledge in performing the services.

3. Compensation and Records. Compensation.

1. **Monthly Invoicing.** Contractor shall submit invoices with supporting documentation in a timely manner to County Judge, Jeff Branick, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, TX 77701. Contractor shall submit invoices on a monthly basis, following the close of month during which services were performed. All invoicing shall be based on actual services performed. Supporting documentation shall, list each individual served and whether services performed for such individual by Contractor were as a guardian or as a representative payee. In the event of the death of any individual served or of the restoration of capacity in the event of a ward, Contractor shall also include such information in the supporting documentation. The County shall make payment in accordance with Chapter 2251 of the Government Code, which is known as the Texas Prompt Pay Act.
2. **Payment.** Subsequent to receipt of invoice, the County shall pay Contractor for Guardianship Services actually performed, and/or money management services based on the number of individuals served (individuals served includes wards and individuals for whom Contractor serves as representative payee) in accordance with the Texas

Prompt Pay Act and as follows: Cost: \$350.00 per month per individual served through Guardianship Services; and for Money Management, Telephone Reassurance, Care Coordination, Life Skills Training, Learning Labs and/or NO CHARGE per month per individual served through Money Management Services.

Upon application for each Ward, Contractor shall examine the assets of the Estate and report such findings to the Court. In the event the Court finds that the Ward has an Estate consisting of either liquid assets or assets that can be liquidated such as real estate, stocks and bonds, etc., and this Estate is ample enough to pay for the Services provided by the Contractor under this Agreement, then the Contractor will be paid by the Ward's Estate and the Contractor will not invoice the County for these services.

In guardianship cases wherein the Ward is a recipient of Medicaid Applied Income as defined by the Texas Estates Code, Contractor will use its best efforts to obtain case management compensation for that case under the Applied Income process laid out in the Texas Estates Code. All such specific guardianship case management compensation received by Contractor under the Applied Income process will be applied by Contractor as an offset or credit to the County in each respective case to which it applies against and up to the \$350.00 per month per case guardianship case management fee agreed to be paid to Contractor by the County under this contract. After applying all such offsets or credits, County will make Contractor whole up to a combined total of \$350.00 per case per month case management compensation for all such cases. Contractor will retain without offset all statutory administrative costs authorized and recovered by Contractor under the Medicaid Applied Income process by the Texas Estates Code.

Additionally, Contractor as the Guardian appointed by the Court is authorized to receive a percentage on certain transactions for estates of wards in accordance with the Estates Code and upon the approval of the Court. Contractor is authorized to retain such potential revenue and collect any other revenues as authorized by Texas Estates Code and approved by the Court. Contractor shall keep and retain detailed records showing its expenses and revenues and shall allow representatives of the County access to such records. In the event of the death of a ward served under this Agreement, the Contractor may continue to bill for the period of time that services are necessary in accordance with the Estates Code following the death of a ward.

3. Verification of Invoice. Jefferson County, as well as the Jefferson County Auditor's Office, shall have the right to verify details set forth in Contractor's submitted claims and supporting documentation. Representative(s) from the Jefferson County Auditor's Office, shall have the right to inspect Contractor's books and records for this purpose at reasonable times during business hours of the County. In the event, the County disputes all or a portion of Contractor's invoice, the County shall timely notify the Contractor of the dispute. Any disputed amounts will be negotiated in good faith and in accordance with requirements of the Texas Prompt Pay Act.

4. **Records Retention and Right to Audit.** Contractor shall keep and maintain all records associated with this Agreement for a minimum of five (5) years from the creation and use of such records, or as required by Federal or State law, including without limitation schedules promulgated by the Texas State Library and Archives Commission, whichever period is longer. Contractor shall allow the County reasonable access to the records in Contractor's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and/or payments provided hereunder.

5. If requested, the Contractor shall provide to the Court or the County Auditor's Office a copy of its external audit performed.

6. **Nondisclosure/Confidentiality. Access to Confidential Information.** Contractor acknowledges and agrees that in the course of the performance of its services hereunder, Contractor may have access to information protected by State and/or Federal laws, rules, and/or regulations that protect the privacy interests of individuals receiving services from Contractor pursuant to this Agreement. Contractor shall safeguard and maintain the confidentiality of such information. Such confidentiality laws include, but are not limited to, provisions from the Texas Occupations Code (including without limitation, the Medical Practice Act), the federal Privacy Act, the federal Privacy Rule, the Transportation Code, the Health and Safety Code, the Family Code, and/or the Government Code. Contractor shall not disclose, release, or otherwise share confidential information except as required by law and with other County employees and/or officials, providers, agencies, on a strict need-to-know basis for the performance of services under this Agreement.

4. Term and Termination.

1. **Term. Primary Term.** This Agreement shall be effective beginning on, **October 1, 2024**, and it shall remain continuously in effect thereafter through midnight of **September 30, 2025**, unless terminated earlier as provided herein.

2. **Option to Renew.** This Agreement may be renewed for a maximum of two (2) one (1) year terms after the Primary Term. In no event shall the total term of this Agreement, including any renewals as a result of exercising this option, exceed a total of four (4) years. Each option to renew is to be executed in the form of a letter from the County advising the Contractor of the election of the option. The County must exercise an option to renew not earlier than ninety (90) calendar days prior to the expiration of the Primary Term or the renewal period and not later than thirty (30) calendar days prior to the expiration of the Primary Term or the renewal period. Contractor will automatically renew this Agreement unless Contractor provides notice of non-renewal to the County at least one hundred twenty (120) days prior to the expiration of the Primary Term or the renewal period.

3. **Termination. Termination for convenience.** County may terminate this Agreement with or without cause or for convenience upon providing at least thirty (30) calendar days prior written notice to Contractor.

Termination for cause. A Party may terminate this Agreement upon default by the other Party. Default by a Party shall occur if the Party fails to perform its obligation(s) under this Agreement. Termination for cause hereunder may be issued effective immediately. Provided however, that the Party against whom the default occurred, at its sole option, may afford a cure period to the defaulting Party and if the defaulting Party cures the default within the cure period, then the termination shall be ineffective; or such termination may be stayed, at the sole option of the Party against whom the default occurred, pending cure of the default.

No liability for early termination. In the event of early termination of this Agreement, the County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Contractor. Provided however, that Contractor shall be entitled to equitable and reasonable compensation for services performed and expenses incurred through the effective date of termination.

4. Non-waiver. The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation of the same or another provision herein. Failure of a Party to insist upon the strict performance of any of the provisions herein or to exercise any right or remedy accruing hereunder or failure of performance shall not be construed as a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

5. Designated Contact Persons and Notice.

Designated Contact Persons. County's Designated Contact Person. The County's Designated Contact Person with authority for administering this Agreement is the primary Probate Court Coordinator. Such position is presently held by Melissa Mewa with contact information as follows:

Email Address: Melissa.Mewa@Jeffcotx.us

Work Phone: (409) 835-8466

Work Address: 1149 Pearl Street, 4th Floor, Beaumont, TX 77701

Contractor's Designated Contact Person. Contractor's Designated Contact Person with authority for administering this Agreement is its Executive Director, Inez Russell. Ms. Russell's contact information is as follows:

Email Address: Inez@friendsforlife.org

Work Phone: (254) 772-8100 ext. 106

Cell Phone: (254) 749-3000

Work Address: 5000 Lakewood Waco, Texas 76710

Mailing Address: P.O. Box 23491, Waco, TX. 76702-3491

Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed by certified mail, return receipt requested with proper postage affixed, or may be transmitted by email transmission, to the addresses/email address listed herein. If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party. If transmitted by email, notice shall be deemed delivered when transmitted, provided that the transmission occurs during a day and time that the County is open for business. Any notice sent via email at a time that the County is not open for business (i.e., after business hours or on a day when the County is closed) shall be deemed delivered on the immediately following business day that the County is open for business. The County's business hours are generally Monday through Friday, 8:00a.m. to 5:00p.m. (unless the County is closed in observance of a holiday or for some other reason).

6. Indemnification and Hold Harmless. Contractor assumes all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, agents, representatives, and employees from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person arising out of or occasioned by Contractor's operations under this Agreement, its use of County facilities and/or equipment, and/or from any other breach on the part of the Contractor, its employees, agents or assigns. Contractor shall pay any judgment with cost, which may be obtained against the County resulting from Contractor's operations under this Agreement.

Article IV. Non-Discrimination, Drug-Free Workplace, ADA, and Other Terms

1. Section 231.006, Family Code/Delinquent Child Support. Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Contractor certifies that it, including all of its principals, is/are current in child support payments and therefore, that it is eligible to receive payments from State funds under a contract for property, materials, or services. Contractor acknowledges and agrees that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

2. Equal Employment Opportunity. Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post notices, which set forth the provisions of this non-

discrimination section, in conspicuous places available to employees or applicants for employment. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Contractor shall include the provisions herein in all subcontracts for any work to be performed under this Agreement, if any.

3. Drug-Free Workplace. Respondent shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder and maintain a drug-free work environment.

4. Americans with Disabilities Act. Contractor shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

5. Nondiscrimination. Contractor acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

Title VI of the Civil Rights Act of 1964

Title IX of the Education Amendments of 1972, The Rehabilitation Act of 1973, Section 503

The Rehabilitation Act of 1973, Section 504

The Age Discrimination Act of 1975

The Drug Abuse Office and Treatment Act of 1972, The Drug-Free Workplace Act of 1988

6. Certification Regarding Lobbying. Contractor certifies, to the best of its knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Respondent, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7. Antitrust. Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

Entirety of Agreement. This Agreement contains the entire agreement of the Parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.

Amendment. This Agreement may be amended only by written instrument duly authorized by each Party hereto and duly executed by each respective Party hereto.

Independent Contractor. None of the provisions of this Agreement create, are intended to create, nor shall be deemed or construed to create any relationship between the County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. In the performance of work, duties and obligations under this Agreement, the Contractor 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. The Contractor is not an agent or employee of the County for any purpose. The Contractor, its agents, employees or representatives may not speak/act on behalf of the Program. The Contractor and Contractor's employees are not eligible for, nor will be permitted to participate in, any employee benefit plans, which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by the Contractor, its agents, employees or representatives.

1. Employment Taxes. Contractor is an independent contractor and is solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

2. Compliance with Immigration Laws and use of E-Verify. Contractor agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Contractor further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Contractor shall not employ unauthorized aliens and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Contractor will immediately remove such personnel from

performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

3. Subject to Availability of Funds and Subject to Grant Funding. Contractor acknowledges and agrees that this Agreement does not create a debt against the County and that this Agreement is subject to the appropriation of funds by the Commissioners Court, and that this Agreement does not constitute an obligation for such appropriation. If this Agreement is subject to grant funding, then Contractor acknowledges and agrees that the obligations of the County hereunder are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant to the County is reduced, de-obligated, or otherwise discontinued or terminated, the Contractor acknowledges and agrees that the County may immediately terminate this Agreement without penalty or any liability whatsoever on the part of the County, the State, or the respective granting entity.

4. Covenant against Contingent Fees. Contractor warrants that no person(s) or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. A breach or violation of this warranty constitutes a material default under this Agreement. For such default, the County shall have the right to immediately terminate this Agreement, or in its discretion to deduct from the price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Prohibition on Subcontracting or Assignment. Contractor shall not assign, sell, or otherwise transfer this Agreement, in whole or in part, without the prior written permission of the County acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under this Agreement. Failure to comply with this term shall be a material default under this Agreement and grounds for immediate termination of this Agreement.

6. Change of Name or Ownership. Contractor is responsible for the performance of this Agreement. In the event of any change of name or ownership, the County Judge shall be notified immediately. No change in the obligation of the Contractor will be recognized unless and until such change is approved by Commissioners' Court.

7. Force Majeure. In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

8. Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

9. Validity/Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State Of Texas and venue and jurisdiction shall lie exclusively in Jefferson County, Texas, or in the United States District Court, Eastern District of Texas, Beaumont Division. The Parties agree that all obligations under this Agreement are performable in Jefferson County, Texas and that this Agreement has been executed in Jefferson County, Texas. Venue shall lie exclusively in Jefferson County, Texas, notwithstanding anything to the contrary.

11. No Third Party Beneficiary. This Agreement inures only to the benefit of Jefferson County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create any rights in third parties.

12. Authority to Bind. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

13. Immunity Retained. The County does not waive or relinquish any immunity or defense on behalf of itself, its commissioners, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

14. Public Information Act. The Parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the Public Information Act.

15. Email addresses. Contractor consents to the disclosure of its' electronic mail (email) addresses that are provided or disclosed to the County.

16. Meaning of Words. Except as provided otherwise, words shall be given their ordinary meaning. 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.

17. Headings. The headings at the beginning of the various provisions of this Agreement 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 Agreement.

Exhibits Follow

The following Exhibits follow this Page 12 of the Agreement, and all such Exhibits have heretofore been incorporated herein for all purposes and thus are part of this Agreement:

Exhibit No.1: Code of Ethics and Minimum Standards for Guardianship Services adopted by Order of the Texas Supreme Court on August 27, 2021.

This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law to be effective on the date specified herein.

Jefferson County, Texas, By:

Jeff Branick, County Judge, Jefferson County, Texas

Date Signed: _____

ATTEST: _____

Roxanne Acosta-Hellberg, Jefferson County Clerk

Friends For Life, By:

Inez Russell, Executive Director, Friends for Life

Date Signed: _____ [OBJ]