

**CONTRACT FOR COST ALLOCATION PLAN
BETWEEN WEBB COUNTY, TEXAS AND
JUSTICE BENEFITS, INC.**

2022 NOV -1 PM 3: 30

WEBB COUNTY, TEXAS

BY J.L. DEPUTY

This is the contract between Webb County, Texas ("the County") and Justice Benefits, Inc., providing in detailed terms set forth below for the performance of a County Cost Allocation Plan ("the CAP") by Justice Benefits, Inc. for the County.

1. Justice Benefits, Inc. is a private corporation acting as an independent contractor for all purposes related to the performance of services provided for in this contract. As a private, professional consulting firm, Justice Benefits, Inc. will complete the CAP to provide the County to claim indirect costs on Federal and State grants and contracts. Justice Benefits, Inc. will provide a detailed and thorough review of these costs so that the County can maximize its recovery of appropriate monies related to all of its programs. The CAP identifies and allocates the cost of central services (e.g. accounting, purchasing, personnel, etc.) to departments within the County for the purpose of maximizing Federal and State programs in accordance with Federal guidelines contained in 2 CFR Part 200.
2. During the term of this contract, the County agrees to make available at no cost to Justice Benefits, Inc. reasonably adequate office space in County facilities (if needed) with furnishings, including a copy machine and local telephone service, necessary for Justice Benefits, Inc. personnel to perform the duties related to this contract. The County will designate County personnel who will serve as contacts for communications from Justice Benefits, Inc. and facilitation of the ends of this contract. The County will provide Justice Benefits, Inc. personnel with necessary access to the facilities and records necessary to complete the CAP.
3. Justice Benefits, Inc. agrees to initiate the CAP upon the signing of this contract by the parties. Justice Benefits, Inc. agrees to deliver a Final Report within ninety days (90) days of receiving all necessary data from the County.
4. The initial term of this Agreement is one (1) year, commencing with the date of this contract (the "Initial Term"). Upon conclusion of the Initial Term of this Agreement, this Agreement may be renewed for three (3) additional one-year terms, under the same terms and conditions as set forth herein, if both parties agree.
5. The County agrees to pay for performance of this service, and Justice Benefits, Inc. agrees to accept the total sum of twelve thousand five hundred (\$12,500) dollars. The fee of twelve thousand five hundred (\$12,500) dollars will be effective for each CAP completed by JBI for the term of this contract. In addition, reimbursement not to exceed two thousand five hundred (\$2,500) dollars for actual expenses incurred by Justice Benefits, Inc. for travel and per diem if required to complete the CAP. The County will bear no other financial obligation to Justice Benefits, Inc. All County payments will be timely made in conformity with the law and standard County procedures.

6. Justice Benefits, Inc. certifies it carries all necessary insurance, including but not limited to, workers compensation insurance, and liability insurance, for its operations and employees to perform the duties of this contract.
7. Justice Benefits, Inc. agrees to indemnify and hold harmless the County and all of its agents, officers, and employees from all claims of liability to all third parties arising out of or in connection with the acts or omissions or negligence of Justice Benefits, Inc. or any of its employees, officers or agents committed pursuant to the services provided in this contract.
8. The parties agree this contract may be amended only by written instrument signed by the authorized representatives of both parties. No oral representations may amend the terms of this contract nor relieve either party of the obligations set forth in this contract.
9. The parties agree this contract is executed and to be performed wholly in Webb County, Texas, and Webb County, Texas is the proper and sole venue for any litigation arising out of this contract.
10. The parties agree that the County's satisfaction with the services and work product delivered by Justice Benefits, Inc. is of the essence. The County will be under no obligation to make any payment under this contract except when the satisfaction of the County is expressed by the majority vote of the County Commissioners Court authorizing payment, provided however that the County may not unreasonably withhold approval of payment. In the event the Commissioners Court declines to authorize any payment due when the issue is properly submitted to the Commissioners Court for consideration, this contract shall terminate, and Justice Benefits, Inc. will be under no obligation to perform any additional service, and the County shall be under no obligation to make any payment. Upon termination, the County will notify Justice Benefits, Inc. of termination of this contract, and Justice Benefits, Inc. will vacate, within a reasonable time, any premises of the County which Justice Benefits, Inc. has occupied pursuant to this contract.

Miscellaneous Provisions:

11. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
12. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
13. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
14. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

15. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
16. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
17. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
18. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
19. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
20. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
21. **Independent Contractor.** In performing services under this Contract, the relationship between County and JBI is that of an independent contractor. JBI shall exercise independent judgment in performing duties under this Agreement and is solely responsible for setting working hours, scheduling or prioritizing the Work flow and determining how the Work is to be prepared. No term or provision of this Contract shall be construed as making JBI the agent, servant or employee of County, or making JBI or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which County provides its employees.
22. **Legal Compliance.** The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by

law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform to such elements of such law, regulation or rule.

23. **Authorization.** The persons executing this Agreement on behalf of Webb County and JBI, by affixing their signatures hereto, warrant that they are duly authorized to execute this agreement on behalf of the entity for which they sign.

IN WITNESS WHEREOF, Webb County, Texas and JUSTICE BENEFITS, INC. have executed this Agreement, in duplicate originals, as of the date written below.

EXECUTED THIS _____ **DAY OF** _____, 2022

WEBB COUNTY

Tano E. Tijerina
Webb County Judge

ATTESTED:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

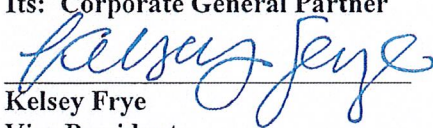
Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County
Commissioners Court On _____, 2022; item _____

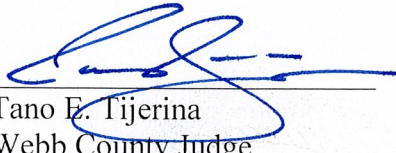
ACCEPTED BY:

JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner



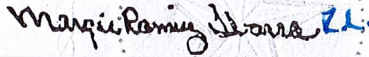
Kelsey Frye
Vice President
1711 E. Belt Line Road
Coppell, Texas 75019

WEBB COUNTY



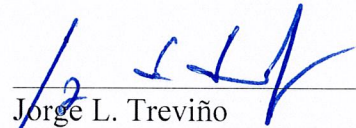
Tano E. Tijerina
Webb County Judge

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On _____, 202 ; item _____