

STATE OF TEXAS

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§ KNOW ALL MEN BY THESE PRESENTS
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COUNTY OF MIDLAND

THIS AGREEMENT is entered into on this 20th day of October, 2026, by and between the Midland Independent School District, hereinafter called "MISD," and Midland Teen Court, a private, nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as "Recipient."

WITNESSETH:

WHEREAS, Recipient is a private, non-profit charitable organization operating pursuant to the laws of the State of Texas; and

WHEREAS, Recipient provides services to the students of the MISD, which are a benefit to the students of the MISD; and

WHEREAS, the MISD finds that it would be in the public interest and serve a public purpose to provide funding to Recipient as consideration for Recipient performing the services specified in their bylaws and attached as "Exhibit A"; and

WHEREAS, the MISD Board of Trustees finds that the district will receive adequate consideration by the Recipient's performance under the terms of this Agreement.

NOW, THEREFORE, the MISD and the Recipient, in consideration of these mutual covenants and agreements, agree as follows:

I.

The purpose of this agreement is to enable the MISD to provide funding to the Recipient and for the Recipient to perform the services described in "Exhibit A" for students of the MISD. Recipient agrees that, in the event it desires to extend the term of this agreement beyond its stated date of expiration, it shall submit a written request for extension to the Superintendent of the MISD at least 120 days prior to the current expiration date hereof and that such submission shall include the Recipient's anticipated budget, goals and objectives for the extended period as well as the annual report on accomplishments during the current term; provided however, that the MISD is under no duty or obligation to grant the requested extension, and that before any such extension becomes effective, it must be in writing as an amendment to this Agreement and approved by the

Board of Trustees.

II.

The Recipient agrees that all funds received from the MISD pursuant to this agreement shall be used for payment of expenses directly related to the services and activities described in this agreement.

III.

The MISD agrees to pay to Recipient on or before November 10, 2026, the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000). The MISD will also provide EIGHT THOUSAND SEVEN HUNDRED SIXTY AND NO/100 DOLLARS for in-kind rental space to include 548 sq. ft. of rental space, custodial services, and utilities. In the event that this agreement is renewed or extended for additional years, the amount of compensation to be provided by the MISD to Recipient shall be determined by the Board of Trustees at the time said Trustees adopts the district's annual budget.

IV.

This Agreement and its terms and conditions shall be in effect for a period beginning on June 01, 2026, and ending May 31, 2027. The Agreement may be terminated by either party for any or no reason upon giving at least ninety (90) days written notice or by mutual agreement of both parties.

V.

For purposes of written notification as provided herein, all written notices to the MISD and the Recipient shall be addressed as follows:

Midland ISD
Superintendent
615 W. Missouri
Midland, Texas 79701

Midland Teen Court
615 West Missouri
#420V
Midland, Texas 79701

VI.

The Recipient shall observe and comply with all applicable federal, state, and local laws,

rules, ordinances and regulations in any many affecting the conduct of the services herein provided and performance of all obligations undertaken by this agreement. Recipient agrees to adopt rules, regulations and written policy relating to and governing the operation of the Recipient.

VII.

THE RECIPIENT INDEMNIFIES AND HOLDS THE MISD, ITS AGENTS AND EMPLOYEES HARMLESS AGAINST ANY LOSS OR DAMAGE TO PERSONS OR PROPERTY AS A RESULT OF OPERATIONS GROWING OUT OF THE PERFORMANCE OF THIS AGREEMENT AND CAUSED BY THE NEGLIGENCE, CARELESSNESS OR INTENTIONAL CONDUCT OF THE RECIPIENT, ITS EMPLOYEES, OFFICERS, VOLUNTEERS, MEMBERS AND AGENTS.

VIII.

During the term of this agreement, Recipient shall obtain insurance and provide the MISD with a certificate of insurance, and shall maintain such insurance in effect during the term of this Agreement, containing the following amount: Insurance coverage in the minimum aggregate amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) against liability for injury to or the death of any one person and for property damage. Such insurance shall be written with insurance companies authorized to do business in the State of Texas and acceptable to the MISD and all insurance policies shall include the MISD as an additional insured, and copies of the insurance that has been issued or certificates evidencing proof of such policy shall be deposited with the MISD.

Recipient certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. Recipients shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Recipient.

VIII.

The parties to this agreement do not intend to create a third-party beneficiary or for any third party to obtain a right by virtue of this agreement. Neither this agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

X.

By executing this Agreement the MISD is not waiving its right of sovereign immunity. The MISD is retaining its immunity from suit. The MISD is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XI.

This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland.

XII.

Recipient shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of the City. The issue on whether or not to grant consent to an assignment is in the sole discretion of the City.

IN WITNESS HEREOF, the undersigned have set their hand on the date first set out above.


MISD Board President

October 20, 2026
Date

Chalace Phillips,
Teen Court Executive Director

Date