

## UTILIZATION AGREEMENT

This Utilization Agreement ("Agreement") is between Tom Green County, a political subdivision of the State of Texas, acting by and through its duly authorized representative, Steve Floyd, County Judge ("County") and the Youth Advocate Program, Inc., acting by and through its duly authorized representative, Rick Stottlemeyer, Chief Fiscal Officer ("Program Provider") upon the terms, provisions, and conditions set forth below:

### I.

County, in consideration of the stated compensation and the mutual covenants and conditions below, provides to Program Provider the following real property ("premises") for a term of one year commencing on September 1, 2016, and ending on August 31, 2017, such real property being described as follows:

One portable building and the immediately surrounding property located at 1215 W. 19<sup>th</sup>, on the East Side of the Tom Green County Juvenile Justice Center ("JJC"), 1253 W. 19<sup>th</sup> Street, San Angelo, Tom Green County, Texas.

### II.

Program Provider may use the premises for operation of a youth advocate program ("YAP").

### III.

Program Provider shall pay to County the sum of \$1000 per year for Property insurance for the premises, to be paid to Tom Green County at 124 W. Beauregard Ave., San Angelo, Texas, on the first day of contract for each year that this Agreement is in effect.

### IV.

Program Provider shall be solely responsible for the maintenance, repair and upkeep of the premises and for the payment of all utilities associated with and necessary for the operation of the Youth Advocate Program. Utilities include water, electricity, heating, and telephones.

Program Provider shall be authorized to make alterations to or improvements on premises, including any additional wiring or cabling, to ensure that premises are suitable for the authorized use, at its sole expense, and as authorized in writing by County.

V.

Program Provider shall have peaceable and exclusive possession of the premises, and shall not be subject to divestiture except upon mutual termination by Program Provider and County.

VI.

Any notice required or permitted to be given or served by County to Program Provider shall be deemed given when mailed, postage prepaid, properly addressed to Program Provider for delivery by certified or registered mail. Any notice required or permitted to be given by Program Provider to County shall be deemed given when mailed to County, postage prepaid, properly addressed to County for delivery by certified or registered mail.

The address for notices required or permitted under this Utilization Agreement are:

For County

Hon. Steve Floyd  
County Judge  
Tom Green County  
122 West Harris  
San Angelo, Texas 76903

For Program Provider

Rick Stottlemyer  
CFO Youth Advocate Program, Inc  
Youth Advocate Program Inc.  
2007 North 3<sup>rd</sup> Street  
Harrisburg, Pa 17102

Until changed, notices and communications to County and Program Provider shall be sent to the addresses as shown above but each party shall have the right to specify as its proper address any other address in the United States of America by giving to the other party at least 15-days' written notice.

VII.

**PROGRAM PROVIDER ACKNOWLEDGES AND UNDERSTANDS THAT COUNTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PREMISES OR ANY OF THE IMPROVEMENTS LOCATED IN THE BUILDING. PROGRAM PROVIDER AGREES THAT THIS AGREEMENT CONSTITUTES SUFFICIENT WARNING THAT DANGEROUS CONDITIONS, RISKS, AND HAZARDS MAY EXIST AT PREMISES. PROGRAM PROVIDER ACCEPTS THESE PREMISES AS IS AND WHERE IS AND AGREES THAT PROGRAM PROVIDER WILL NOT FILE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST COUNTY RELATED TO ITS USE OF THE PORTABLE BUILDING AND PREMISES.**

VIII.

This Utilization Agreement contains the complete expression of the agreement between the parties, and there are no premises, representations, agreements, warranties or inducements except those made and set out in this signed Agreement. No alterations of any of its terms, covenants, or conditions shall be binding unless reduced to writing and signed by the parties. It is agreed that all of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits, or of any other rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF, the Program Provider and County have executed this Utilization Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016.

TOM GREEN COUNTY



Steve Floyd, County Judge of Tom Green County, Texas, acting in his official capacity and not individually

YOUTH ADVOCATE PROGRAM, INC

Rick Stottlemyer, CFO Youth Advocate Program