

THE MASTER'S TOUCH, LLC SERVICES AGREEMENT

CONTRACT NO.

CONTRACTOR NAME: The Master's Touch, LLC

CLIENT NAME: Upsur County, TX

EXPIRATION DATE : 7/31/2024

This Contract is entered into between Upsur County, TX, hereinafter referred to as Client, and The Master's Touch, LLC, hereinafter referred to as **CONTRACTOR**. As outlined in the General Terms and Conditions, this Contract will not be effective until signed by all parties.

The Contractor agrees to undertake performance of this Contract under the terms and conditions set forth herein.

The Contractor agrees to provide, and the Client agrees to accept the services detailed in the Scope of Work and generally described as follows: Provide printing and mailing and electronic mailing services through electronic data transfer from the Client.

The following documents are hereby incorporated by attachment or reference and made a part of this Contract in the order of precedence as listed:

General Terms and Conditions
Scope of Work
Pricing

Contract Manager:

Luana Howell

Vendor Contact: Jim Cote', The Master's Touch, LLC

GENERAL TERMS AND CONDITIONS

- I. **DEFINITIONS.** As used in the Contract, the following terms shall have the meanings set forth below:
- A. "Contract" shall mean the Contract Cover Sheet, these General Terms and Conditions, and all attachments identified on the Contract Cover Sheet. The Contract shall also include any negotiated and executed amendment to the Contract or any task order negotiated, executed, and implemented pursuant to provisions of the Contract.
 - B. "Contract Manager" shall mean that person appointed by Client to administer the Contract on behalf of Client. Client may change the designated Contract Manager from time to time by providing notice to Contractor as provided in this Contract.
 - C. Contractor shall mean that individual, partnership, corporation, or other entity who executes the Contract or performs services under the Contract. Contractor shall include any subcontractor retained by the Contractor as permitted under the terms of the Contract.
- II. **CONTRACT EFFECTIVENESS.** It is understood that this Contract or any Amendment is effective when it is signed by both parties, or at a later date if specified in the Contract or Amendment. The Contractor shall not render services to the Client until the Contract or Amendment has become effective.
- III. **RENEWAL; TERMINATION FOR CONVENIENCE.** This Contract is for a one year term and shall automatically renew if not terminated by Notice from Contractor to Client, or from Client to Contractor, given at least sixty (60) days prior to the annual termination date. Notwithstanding the forgoing, either party may terminate this Contract for convenience at any time and without liability upon delivery of at least sixty (60) days notice thereof setting forth the termination date (via electronic mail or other means described in this Contract) to the other party. Upon termination of this Contract for convenience, Contractor shall be entitled to compensation for work completed and for services performed at the Contract rate set forth in this Contract, and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination.
- IV. **INDEPENDENT CONTRACTOR STATUS.** Contractor's status under this Contract shall be that of an independent contractor and not that of an agent or employee of Client. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Contractor shall indemnify Client and hold it harmless from any and all claims for taxes, including but not limited to social security taxes, penalties, attorneys' fees and costs

that may be made or assessed against Client arising out of Contractor's failure to pay such taxes, fees or contributions.

- V. INDEMNIFICATION BY THE CONTRACTOR. The Contractor shall indemnify, defend and save harmless Client, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever, including injury or death of others or any employee of the Contractor or subcontractor caused by or arising out of the Contractor's negligent or otherwise wrongful performance, act or omission under the Contract or Contractor's failure to comply with any state, federal or local statute, law, regulation, or rule.
- VI. INSURANCE. CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract:
- A. General Liability Insurance: General Liability Insurance with combined single limits of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and Property Damage per occurrence.
 - B. Automobile Liability Insurance: Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
 - C. Workers' Compensation Coverage: Workers' Compensation insurance as required by applicable laws.
 - D. Cyber Risk Insurance. Cyber Risk Insurance with limits of not less than \$2,000,000 per occurrence.
 - E. Insurance Certificates: Contractor shall provide Client with Certificate(s) of Insurance on all the policies of insurance and renewals required herein. All insurance policies shall be issued by responsible companies who are licensed and authorized under the laws of the state of Texas [state in which Client engages in business].
- VII. RECORDS AND DATA.
- A. Fiscal Records. The Contractor shall maintain fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract.
 - B. Records Maintenance. The Contractor shall maintain all records and documents relevant to the Contract for three (3) years from the date of final payment to Contractor. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the Contractor shall maintain records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later.
 - C. Records Review. All records and documents relevant to the Contract, including but not limited to fiscal records, shall be available for and subject to inspection,

review or audit, and copying by Client, and by federal inspectors or auditors. Contractor shall make its records available to such parties at all reasonable times, at the Contractor's principal place of business or such other location as may be agreed upon by Contractor.

VIII. CONFIDENTIALITY. The Contractor shall comply with all applicable state and federal laws, rules, and regulations concerning confidentiality. Client will furnish the Contractor with copies of applicable statutes, rules, and regulations upon receipt of a written request from Contractor.

IX. COMPLIANCE WITH CERTAIN LAWS.

The Contractor shall provide all services funded through or affected by the Contract without discrimination on the basis of race, color, national origin, religion, sex, age, and physical or mental impairment, and shall comply with all relevant sections of the following: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; and, The Americans with Disabilities Act of 1990. Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws.

X. LICENSES. For the duration of the Contract, the Contractor shall maintain in effect, and have in its possession, all licenses required by federal, state and local laws, rules and regulations, including, but not limited to business and professional licenses.

XI. PAYMENTS AND LATE FEES. Contractor, at its option, may impose a late charge of 1.5% per month on all amounts that remain unpaid more than 10 days following the payment due date.

XII. WARRANTIES AND LIMITATIONS.

A. Customer warrants to Contractor on a continuing basis throughout the term of the Contract that (a) the data it provides to Contractor are materially accurate and in conformity with all of the Contract requirements; (b) Customer will diligently review all proofs provided by Contractor to Customer and immediately notify Contractor of any errors or necessary revisions. Customer approval of proofs must generally be received within 48 hours of when Contractor submits those proofs or mailing deadline may be extended by a similar amount of time; and (c) Customer and its representatives are duly authorized to transmit the data provided under the Contract to Contractor and that Contractor is duly authorized to receive, use, and disclose data as set forth in the Contract. All customer data is considered confidential and will only be made available to those the Customer gives permission. Permission is automatically granted to all Contractor staff who have a need to know.

B. EXCEPT AS PROVIDED HEREIN, TMT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE,

EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, TITLE, DESIGN, NON-INFRINGEMENT, OPERATION OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM OR USAGE IN TRADE.

- C. In no event will Contractor have any liability for damages that arise out of or that could have been prevented by Customer's diligent review of proofs provided by Contractor to Customer or that are related in any way to Customer's provision to Contractor of inaccurate data. If reprinting and mailing is requested due to such an error, Customer shall pay all costs associated therewith, including postage.
- D. No claim against Contractor of any kind under any circumstances will be made more than one year after Customer knows, or in the exercise of reasonable care could know of such claim, an act or omission of Contractor that would give rise to such claim, or any material damage caused by or likely to be caused by such act or omission or to be part of such claim.
- E. In the event of any defect in the products or services provided under this Contract arising solely from Contractor's acts or omissions, Customer's sole and exclusive remedy is that Contractor will re-print and deliver mail to the USPS at its expense, while Customer will cover the cost of postage for any replacement mailings. If Customer has subscribed to "eNotices" mailing, Contractor will also deliver all electronic documents to Client's customers at no additional charge. Contractor will not be liable for and will not incur any credit or remedy against it for failure to provide services or functionality with respect to any data that it believes in good faith contains errors, inaccuracies, corrupt, or misleading information.
NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONTRACTOR WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY.
- F. Contractor's liability to Client for any cyber-security breach shall be limited to whatever recourse Client has against Contractor's Cyber Risk Insurance not to exceed \$2 million.
- G. Customer hereby acknowledges on a continuing basis that any exclusive and/or limited remedies available in this Contract are reasonable and sufficient and that they will not fail of their essential purpose even if Customer may not take advantage of them in some circumstances by their terms.

XIII. MISCELLANEOUS.

- A. Forum: Governing Law. The Parties acknowledge that Contractor is headquartered in Spokane, Washington. Accordingly this Agreement and all amendments to it will be governed by the laws of the State of Washington applicable to agreements made and to be performed wholly within Washington, without regard to conflicts of laws. The Federal District Court for the Eastern District of Washington and the state courts of Spokane County, Washington will be the exclusive venue for any court proceeding between the Parties arising out of, or in connection with, this Contract. The Parties hereby submit to and consent exclusively and irrevocably to the jurisdiction of such courts for these purposes.
- B. Notices Any notice given in connection with the Contract shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address stated below. Either party may change its address by giving notice of the change in accordance with this section.
- C. Attorney Fees In the event of a legal proceeding of any kind instituted under the Contract or instituted to obtain performance or to remedy a default under the Contract, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred in connection therewith.
- D. Nonwaiver of Breach The failure of either party to require strict performance of any term or condition of the Contract, or to exercise any option herein, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition.
- E. Complete Statement of Terms. The Contract constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties. The Contract may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the Client, except to the extent provided by an instrument in writing signed by a duly authorized representative of the Client and the Contractor.
- F. Priority of Contract Documents The Contract consists of and precedence is established by the order of the following documents incorporated into this Contract: 1) the Attachments identified on the Contract Cover Sheet; 2) these General Terms and Conditions; and, 3) the Contract Cover Sheet. These documents are complementary and what is required by one shall be binding as if required by all. In the case of any conflict or inconsistency arising under the documents, a higher priority document shall supersede a lower priority document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents. No conflict or inconsistency shall be deemed to occur in the event an issue addressed in one of the


above mentioned documents is an additional or supplemental requirement to an issue addressed in another of such documents.

G. Severability If any term or provision of the Contract is held by the court to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

H. Headings. The captions and headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of the Contract.

IN WITNESS WHEREOF, the parties have executed this agreement.

THE MASTER'S TOUCH:


By: _____

Jim Cote'
Name of Signature Authority (print)

Title: President, LLC Manager

Date: 7/6/2023


Mailing Address:

1405 N. Ash St
Spokane, WA 99201

Telephone No.: 800-301-1347

Contract Number WC062801

CLIENT [INSERT CLIENT NAME]

UPSHUR CO. TEXAS
By: 
Name of Signature Authority (print)

Title: UPSHUR CO. JUDGE

7-14-2023
Date

Mailing Address:

215 N. Titus
Gilmer, TX 75644

Telephone No.: 903-680-8309

Scope of Work & Pricing

Tax Statement Mailing
Approximate 65,000 statements

Printed Materials –

1. #10 window envelope printed one color face on 24# ww - 4.2¢ ea
2. Tax statement – 8.5 x 11 prints 2/2 with perf on 60# white - Included below

Mail Processing -

- CASS Certify and PAVE presort County tax data.
- NCOA to comply with mandatory USPS move update.
- Supply Excel files with defective addresses to Tax Collector.
- Statement prints 2 color on front/1 color on back in addition to color tint on face.
- Image variable data to 8 ½ x 11 statement both sides.
- Letter-fold statement and insert into #10 window.
- When two or more statements mail to the same name and address, enclose all in #10 envelopes. When thickness is greater than one quarter inch, enclose in 9 x 12 catalog envelope. 75¢ ea
- Quality check, presort, and tray per USPS rules for automation.
- Deliver to USPS bulk mail facility along with all postal paperwork to obtain automation postage discount rates.
- Provide one complete PDF file for all statements printed and mailed.
- Setup fee, waived with an agreement by July 31, 2023
- o PDF's or data map with field definitions required

Print & mail service - 11¢ ea for #10 commercial size envelopes + Automation postage*

Print & mail service - 12.5¢ ea for 9x12 size envelopes + Flat Rate postage**

*First class automation postage is 49.8 cents each for 5 digit presort as of 7/9/2023

**Flat Rate postage is based upon final weight of each piece.

Final pricing subject to a variation in quantity. Unit pricing may be modified if final parcel count exceeds plus or minus 10+%.

Thank you for this opportunity!

July 6, 2023