

EXHIBIT 11

Contract No. 2015C04083

THE STATE OF TEXAS §
 §
COUNTY OF CAMERON §

THIS CONTRACT, made this 23rd day of April, 2015, in the City of Brownsville, Texas, by and between CAMERON COUNTY a political subdivision of the State of Texas having its principal administrative offices at 964 East Harrison Street, Brownsville, Cameron County, Texas 78520, acting through the Cameron County Commissioners Court (hereinafter "County"), and DR. JAMES A. FREEBERG, Ed. D., P.C., PSYCHOLOGIST (hereinafter "Dr. Freeberg"), a practicing licensed psychologist, having his principal place of business at 866 West Price Road, Brownsville, Cameron County, Texas 78520;

WHEREAS, the Cameron County Sheriff's Office requires the services of a licensed psychologist to provide consultations to inmates in the Cameron County Jail and to provide psychological evaluations of detention officers as required by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE);

WHEREAS, the Cameron County Sheriff's Office has received an offer from Dr. Freeberg to provide such services in exchange for compensation;

WHEREAS, the Cameron County Sheriff's Office has recommended that the County accept such offer;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties and the mutual benefits they will gain by the performance thereof, all in accordance with the provisions hereinafter set forth, CAMERON COUNTY and DR. JAMES A. FREEBERG, Ed. D., P.C., PSYCHOLOGIST, agree as follows:

I. PROVISIONS OF SERVICES

Dr. Freeberg will provide the following services:

- (1) A minimum of 48 hours of inmate screening (Federal and State) and dispositions per month, which will include twenty four (24) hours on call coverage for any inmate in the Cameron County Jail;
- (2) Psychological testing(s)/evaluation(s) for Detention Officers and Sheriff Deputy's certification;
- (3) Staff training to assist awareness of and recognition to behaviors suggestive of critical psychological issues;
- (4) Evaluate detention officer applications:
 - (a) Proctor testing of applicant in groups; and
 - (b) Submit test protocols, analyze test results, sign L-3s
- (5) Evaluate sheriff deputy applicants:
 - (a) Interview applicants;

- (b) Proctor and test applicants; and
- (c) Submit test protocols, analyze data and test results.

The County will provide the necessary test materials used for assessing sheriff deputy applicants and detention officer applicants. The Cameron County Sheriff will be responsible for scheduling of all testing of sheriff deputy applicants and detention officer applicants.

II.
TERM OF AGREEMENT

The term of this agreement will be for three (3) years beginning on April 23, 2015 and ending on April 22, 2018. Thereafter, this Agreement may be renewed for a term of one year if the parties involved agree and, the parties may adjust any terms deemed necessary prior to such renewal.

III.
COMPENSATION

County, through the Cameron County Sheriff's Office, will pay Dr. Freeberg an annual sum of EIGHTY-ONE THOUSAND AND NINE HUNDRED DOLLARS AND NO CENTS (\$81,900.00) to be paid in monthly installments of \$6,825.00.

IV.
PROFESSIONAL LIABILITY

In connection with the provision of psychological consultations and evaluations under this Agreement, Dr. Freeberg will indemnify and hold CAMERON COUNTY, the Cameron County Sheriff's Office, their officials, officers, deputies, agents and employees, harmless for any and all claims, lawsuits, legal expenses and other costs related to the performance or non-performance of this Agreement.

V.
ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representation or modifications concerning this agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged. This Agreement may be amended, provided that no amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing and duly executed by the parties hereto.

VI.
BREACH OF OBLIGATION

This Agreement is entire as to all of the performances to be rendered under it. Breach of any obligations to be performed by either party shall constitute a breach of the entire agreement and shall give the other affected party the right to terminate this Agreement (as regards the

particular party in breach of this Agreement).

VII.
NON-APPROPRIATION OF FUNDS

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this Contract on behalf of Cameron County, then the County shall notify Dr. Freeberg, and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County.

VIII.
TERMINATION

This Agreement may be terminated without cause by either party by giving ten (10) days written notice to the other party of their intention to terminate the Agreement.

IX.
NOTICE

All notices or other writings under this Agreement shall be deemed to have been made when sent by certified or registered mail return receipt requested, to the following address or to such other address as the parties may designate in writing:

PSYCHOLOGIST: James A. Freeberg, Ed. D, P.C.
866 West Price Road
Brownsville, Texas 78520
(956) 546-0363
(956) 546-2901 fax

CAMERON COUNTY: Pete Sepulveda, Jr.
County Judge
1100 East Monroe Street
Brownsville, Texas 78520
(956) 544-0830
(956) 544-0801 fax

CAMERON COUNTY SHERIFF: Sheriff Omar Lucio
7100 Old Alice Road
Olmito, Texas 78575
(956) 554-6700
(956) 554-6775 fax

X.

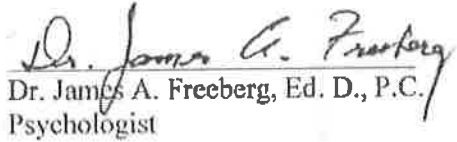
LAW GOVERNING; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Cameron County, Texas.

EXECUTED on this the 23rd day of April, 2015 at Brownsville, Cameron County, Texas.



Pete Sepulveda, Jr.
Cameron County Judge

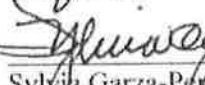


Dr. James A. Freeberg, Ed. D., P.C.
Psychologist



Omar Lucio
Cameron County Sheriff

Attested By:



Sylvia Garza-Perez
Cameron County

