

## EDUCATIONAL SERVICES CONTRACT

---

STATE OF TEXAS                   §  
                                          §  
COUNTY OF WILLIAMSON       §

This Educational Services Contract (the "Contract") is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and the Literacy Council of Williamson County (the "Provider").

WHEREAS, the Williamson County Sheriff's Department (the "Department"), acting by and through County, desires to provide educational services to inmates at the Williamson County Jail, residents of the Central Texas Treatment Center (CTTC) and adults on probation with Williamson County (the Services");

WHEREAS, Provider has the professional ability and expertise to provide the Services;

NOW, THEREFORE, County and Provider agree to the performance of the educational services by Provider and the payment for these services by County as follows:

**TERM OF AGREEMENT:** The term of this services contract shall be a period of twelve months from the effective date of this contract, October 1, 2009 to September 30, 2010. This service contract will automatically renew each year unless terminated by either party under the terms of this contract.

**PAYMENTS:** The County agrees to pay \$187,240 in twelve monthly installments. County's payment for such services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Provider of the discrepancy. Following County's notification of any discrepancy, Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

**PROVIDER SERVICES:** The Provider agrees to provide the following under this contract:

- Administration and management of PROJECT: BETTER CHANCE to include supervision of program and administrative personnel and fiscal control that provides for an annual audit;
- Adult education instruction-GED preparation for all qualifying participants. English literacy will be provided on an as available basis for participants and if there is available time slotted for the program.

- Hiring and supervision of program staff and volunteers. Ongoing training for program instructors and volunteers.
- Academic assessment of program participants and placement in a tutoring program at their appropriate educational level designed to enhance their literacy and/or academic skills;
- Project: Better Chance program awareness and recruitment of program participants;
- Maintenance of participant records and generation of reports to Williamson County.

**CONFIDENTIALITY, RECORDS RETENTION:** The Provider shall maintain for inspection and examination all offender (participant) records associated with the contract for the contract life. The Provider shall ensure that individuals having access to or custody of participant records understand that they are confidential and may not be shared with any outside agency or individual without a valid release being signed by the participant. The Provider agrees to assume responsibility for maintaining confidentiality of participant records. The Provider will notify the County immediately upon receipt of any legal process requiring disclosure of records of participants.

**DISCLOSURE OF INFORMATION:** Any personal or other information about an participant shall be used only for the purpose of carrying out the provisions of this contract, and shall not be divulged in any manner to any person except as necessary for the performance of this contract.

**SECURITY OF STAFF AND VOLUNTEERS:** The Department and County agree to provide:

- Assign one Williamson County Jail security officer to PROJECT: BETTER CHANCE and provide oversight of the Williamson County Jail security officer. The cost of the security officer will be reimbursed to the Department on a monthly basis;
- Provide the security officer at the Williamson County Jail with information necessary to perform the job, including providing for time to attend Provider's staff meetings at least two times per year;
- Provide necessary training to Provider staff and volunteers, as needed, to ensure maximum safety and project compliance with Williamson County Jail and CTTC policies and procedures;
- Share information on adult probationers pertaining to their offense, and maximizing safety of Provider staff and volunteers by referring only potentially non-violent, adult probationers to the PROJECT: BETTER CHANCE program.

**LAW:** Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

**SEVERABILITY:** If any provision of this services contract be declared invalid, such provision shall be inapplicable and deemed omitted, but the remaining provisions, including the default and remedy provisions, shall remain in fore and effect.

**NO THIRD PARTY BENEFICIARIES.** This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

**COMPLIANCE WITH LAWS.** Each party to this Contract shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

**INDEPENDENT CONTRACTOR RELATIONSHIP.** Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**NO WAIVER OF IMMUNITIES.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**TEXAS PUBLIC INFORMATION ACT.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**FORCE MAJEURE.** Except for circumstances of a party's own negligence, neither party will be liable for its failure to perform any of its obligations under this Contract due to a cause beyond its reasonable control including, but not limited to Acts of God, fire, flood, explosion, strikes, lock outs or other industrial disturbances, laws, rules and regulations or orders of any duly constituted government authority or non-availability of materials or transportation (each a "Force Majeure Event").

**INDEMNIFICATION BY PROVIDER.** THE COUNTY AND DEPARTMENT SHALL NOT BE HELD LIABLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE PROVIDER FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OF EVERY KIND, FOR INJURY TO AND DEATH OF ANY PERSONS AND FOR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE OPERATIONS, PERFORMANCE OR NEGLIGENCE OF THE PROVIDER AND ITS EMPLOYEES, AGENTS AND VOLUNTEERS UNDER THIS CONTRACT.

**NO INDEMNIFICATION BY COUNTY.** Provider acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Provider; therefore, all

references of any kind to County indemnifying, holding or saving harmless any other party, including but not limited to Provider, for any reason whatsoever are hereby deemed void and deleted.

NON-FUNDING: In the event that the County has not provided sufficient funding to complete its obligation under this Contract, than for any period of time that funding is lacking, Provider is relieved of its obligation of performance. Further, the County, under such non-funding event may, at its option, exercise its right of termination of services. Non-funding shall also operate to relieve Provider of its obligations under this Contract.

NON-PERFORMANCE: In the event either party fails to satisfactorily meet the performance terms of this Contract as determined by either party, the County or Provider may exercise its right to terminate this contract upon 30 days written notice

TERMINATION FOR CONVENIENCE. The County may terminate this Contract for convenience and without cause or further liability upon thirty (30) days written notice to Provider. In the event of termination, it is understood and agreed that only the amounts due to Provider for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Contract for convenience.

ENTIRE AGREEMENT. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date listed below.

Williamson County, Texas

By: [Signature]  
Title: \_\_\_\_\_  
Date: 12-2-09

Literacy Council of Williamson County, TX

By: [Signature]  
Title: Executive Director  
Date: 11-20-09

Approved as to form:

By: [Signature]  
Hal C. Hawes  
Assistant County Attorney

By: [Signature]  
James R. Gilger  
Contract Auditor