

LONE STAR JUSTIC ALLIANCE
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “**Agreement**”) is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas (the “**County**”), and Lone Star Justice Alliance, a nonprofit corporation, (“**LSJA**”) (each herein referred to individually as a “**Party**,” or collectively as the “**Parties**”).

The County desires to retain LSJA as an independent contractor to perform professional services for County, and LSJA is willing to perform such services, on the terms described below. In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Term

A. **Initial Term.** The term for this Agreement will begin on the Effective Date and shall continue in force for 12 months (the “**Initial Term**”), unless earlier terminated by the terms of this agreement. The term of this Agreement may be extended beyond the Initial Term by mutual agreement of the Parties on such terms and conditions as the Parties may agree.

B. **Termination.** Either Party may terminate this Agreement upon giving the other Party thirty days prior written notice of such termination to the other Party.

2. Services

LSJA shall provide professional services to increase efficiencies and address best practices of the criminal courts in Williamson County (the “**Services**”) to the County. LSJA’s services shall be expressly limited to such Services and the advice given in connection therewith. County agrees to cooperate with LSJA in fulfilling those Services, including sharing data with LSJA necessary for LSJA to perform the Services.

3. Compensation

In connection with the Services, the County agrees to pay LSJA a fixed fee of \$85,000.

A. **Payment for Services.** This is a fixed fee contract. LSJA has set this fee based upon an evaluation of the Services and the expertise of LSJA staff in this area. The Fee covers all local travel, photocopying, supplies and other expenses related to the provision of Services, including those expenses related to the analysis of data as required for the provision of the Services. County agrees to pay the full fee amount as follows:

1. \$21,250.00 on February 1, 2019;
2. \$21,250.00 on April 1, 2019;
3. \$21,250.00 on July 15, 2019; and
4. \$21,250.00 one year from the Effective Date.

B. **Expense Reimbursement for Out of State Travel.** In the event that any out of state travel is requested or required by the County or the stakeholders of LSJA, LSJA may request

reimbursement for such travel expenses. In connection therewith, LSJA will provide the County with a written request for reimbursement (a “**Reimbursement Request**”) that shall include an invoice detailing the dollar amount requested for reimbursement and a written report explaining how the invoiced expenses pertain to the Services. If the County, in consultation with LSJA, agrees to pay such expenses, County shall promptly pay (and, in any event, within days 30 days) any properly submitted and completed Reimbursement Request provided by LSJA. Any expenses consented to by County hereunder must comply with the Williamson County Vendor Reimbursement Policy.

4. Confidentiality

Except as may be required by law or legal process, LSJA will keep (a) the terms and conditions of this Agreement and the terms and conditions of LSJA’s engagement by County and (b) LSJA records and reports provided to County or accessed by County in connection this Agreement, strictly confidential and such records and reports shall be subject to all applicable laws regarding confidentiality and privacy. The County and LSJA agree that County shall be the owner of any reports or records that it may provide to or prepare for County in connection with this Agreement.

5. Return of Materials

Upon the termination of this Agreement, each Party will immediately deliver to the other Party, and will not keep in such Party’s possession, recreate, or deliver to anyone else, any property, including any reports or records prepared or maintained in connection with this Agreement, of the other Party.

6. Reports

LSJA agrees that LSJA will periodically keep the County advised as to LSJA’s progress in performing the Services under this Agreement. LSJA further agrees that LSJA may, following reasonable consultation with County and LSJA’s stakeholders, prepare written reports with respect to such progress as may be mutually agreed by the Parties. The County and LSJA agree that the reasonable time expended in preparing any such written reports will be considered time devoted to the performance of the Services.

7. Independent Contractor; LSJA Expertise

A. **Independent Contractor.** It is the express intention of the County and LSJA that LSJA perform the Services as an independent contractor to the County. LSJA will perform the Services entirely independently. Nothing in this Agreement shall in any way be construed to constitute LSJA as an agent, employee or representative of the County. County shall have no right to control or direct the manner in which LSJA, or its employees, perform their duties and services under this Agreement. LSJA shall be responsible for maintaining LSJA’s own business records, including records of income and expenses relating to the performance of LSJA’s Services under this Agreement.

B. **LSJA Expertise.** In carrying out the services to be performed under this Agreement, LSJA and its employees shall use independent judgment consistent with their training, skill, and experience as persons with experience in the Services and LSJA’s and its employees’ services shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with that standard of care and skill ordinarily exercised by members of the profession doing similar services.

8. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. Miscellaneous

A. ***Good Faith Effort to Resolve Disputes; Mediation.*** In the event of any dispute arising out of this Agreement, the Parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the Parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either Party may initiate the mediation process with 30 days' prior written notice to the other Party. The dispute shall be submitted to mediation in Williamson County, Texas. Costs of mediation shall be borne equally by the Parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse.

B. ***Venue and Choice of Law.*** This Agreement is made subject to the charter and ordinances of County, as same may be amended from time to time, and all applicable laws of the State of Texas and the federal government, as amended. This Agreement is performable in Williamson County, Texas, and, in the event a dispute cannot be resolved by the Parties, in accordance with Section 10(A) above, venue for any legal action under this Contract shall lie exclusively in the state and federal courts of Williamson County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas without regard to choice of law decisions or laws shall control.

C. ***Assignability.*** There are no intended third-party beneficiaries to this Agreement. Neither Party may sell, assign or delegate any rights or obligations under this Agreement except by written consent.

D. ***Entire Agreement.*** This Agreement and the Exhibits attached hereto, if any, which are incorporated by reference and made a part of this Agreement for all purposes, constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties.

E. ***Headings.*** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

F. ***Severability.*** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

G. **Modification, Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by either Party of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

H. **Professional Services.** The Services to be performed and provided under this Agreement constitute personal or professional services and, as such, the Williamson County Commissioners Court, on behalf of County, has, by order, granted an exemption of the procurement of the Services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

I. **Notices.** All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier date of the date actually received or the third day following deposit in a United States Postal Service post office or receptacle; with proper postage, certified mail return receipt requested; and addressed to the other Party at the address set out below or at such other address as the receiving Party designates by proper notice to the sending Party.

County:

Williamson County
Attn: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to:

Williamson County General Counsel's Office
710 Main Street, Suite 101
Georgetown, Texas 78626

LSJA:

Lone Star Justice Alliance
1411 West Avenue, Suite 200
Austin, Texas 78701
Attn: Elizabeth Henneke

J. **Signatures.** This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

(signature page follows)

EXECUTED by COUNTY and LONE STAR JUSTICE ALLIANCE, signing by and through their duly authorized officials and representatives to be effective as of the date of the last party's execution ("Effective Date").

COUNTY OF WILLIAMSON

BY _____

TITLE: _____

DATE: _____, 2018

LONE STAR JUSTICE ALLIANCE, INC.

Elizabeth Henneke

BY Elizabeth A Henneke

TITLE: Executive Director

DATE: December 12, 2018