

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
NINEVEH MINISTRIES D/B/A JAIL TO JOBS
FOR
SUPPORT OF ANIMAL SHELTER OPERATIONS**

THIS INTERLOCAL is made and entered into by and between **Williamson County, Texas** (hereinafter “The County,” “Williamson County,” or “Williamson County Animal Shelter”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Nineveh Ministries, Inc. d/b/a Jail to Jobs** (hereinafter “Services Provider”), a Texas non-profit corporation operating in the State of Texas with an address located at 5 Indian Meadows Dr., Round Rock, TX 78665.

I.

No Agency Relationship: It is understood and agreed that Services Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Services Provider hold itself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Services Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement.

II.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. This services contract; and**
- B. Any required insurance certificates evidencing required coverages.**

III.

Services: Services Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Services Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following:

Services Provider Responsibilities:

- a. Services Provider will supply one (1) supervisor and up to three (3) participants five (5) days a week from 8:00 am to 3:00 pm, with a thirty (30) minute lunch from 12:30pm to 1:00pm.
- b. All participants will be vetted to ensure that no participant will have been convicted of any crime consisting of: sexual crimes, and/or animal cruelty crimes.
- c. The supervisor will ensure the quality of work as well as the behavior of the participants while at the Williamson County Animal Shelter.
- d. Services Provider will ensure all participants are legally allowed to work in Texas and the United States as per all federal rules and regulations.
- e. Services Provider will maintain workman's comp insurance on the supervisor and all participants
- f. Services Provider will keep accurate timesheets on all subcontracted youth and supervisor and shall attach the appropriate timesheets to each subcontracting invoice submitted.
- g. Services Provider will obtain necessary approvals from guardians of any juveniles who are participants in the program, including but not limited to necessary general liability release(s) or indemnification form(s).
- h. Timely notify Williamson County of any changes in staffing and obtain pre-clearance for same.
- i. Services Provider will ensure all Social Distancing and COVID-19 health standards are maintained as per the Williamson County Animal Shelter regulations.

The Williamson County Animal Shelter Responsibilities:

- a. The Williamson County Animal Shelter will acquire and distribute the funds necessary to fulfill the terms and conditions of this Agreement.
- b. The Animal Shelter will provide adequate training to the Services Provider supervisor relevant to its operations and this Agreement.
- c. The Animal Shelter will schedule work needed to be accomplished each day for the participants and the supervisor.
- d. The Animal Shelter will provide opportunities for the participants to learn and participate in training animals.
- e. The Animal Shelter will communicate to the on-site supervisor if there are any participants who are not performing up to acceptable standards.
- f. The Animal Shelter will communicate to the Services Provider Director if the supervisor is not performing to acceptable standards.

IV.

INDEMNIFICATION - EMPLOYEE OR PARTICIPANT PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OR PARTICIPANT OF THE SERVICES PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICES PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICES PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICES PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

V.

Consideration and Compensation: Services Provider will be compensated based on a rate of \$16.00 per hour for one (1) Services Provider supervisor and \$11.00 per hour for up to three (3) Services Provider participants. The weekly work period will be Monday - Friday from 8:00 am to 3:00 pm, with a thirty (30) minute lunch from 12:30pm to 1:00pm. **The maximum not-to-exceed amount of compensation to be paid under this Agreement shall be \$19,110.00.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The 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 The 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.

VI.

Insurance: Services Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage

Limits of Liability

a. Worker's Compensation

Statutory

b. Employer's Liability

Bodily Injury by Accident

\$500,000 Ea. Accident

Bodily Injury by Disease

\$500,000 Ea. Employee/Participant

Bodily Injury by Disease

\$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Services Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Services Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

Term: This agreement shall commence on the date Service Provider commences services and continue thereafter for twelve (12) weeks, unless otherwise extended by written amendment executed by both parties.

VIII.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

IX.

No Assignment: This agreement may not be assigned.

X.

Confidentiality: Services Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

XII.

Good Faith: The Parties agree to act in good faith in the performance of this agreement.

XIII.

Compliance with All Laws: Services Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

XIV.

Venue and Applicable Law: Venue of this agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XV.

1.1. **Notices:** The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Hon. Bill Gravell (or successor)
Title: County Judge
Address: Williamson County
710 Main Street
Georgetown, TX 78626
Phone: (512) 943-1550

If to Services Provider:

Title: Director or Authorized Representative
Address: Jail to Jobs
5 Indian Meadows Dr.
Round Rock, TX 78665
Phone: (737) 234-5627

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

XVI.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVII.

Right to Audit: The Services Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of The Services Provider which are directly pertinent to the services to be performed under this

Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Services Provider agrees that The County shall have access during normal working hours to all necessary The County facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give The Services Provider reasonable advance written notice of intended audits, which will be at the County's discretion.

XVIII.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this agreement on behalf of The County.

AGREED AND APPROVED:

WILLIAMSON COUNTY

By:

Hon. Bill Gravell
County Judge

Date: _____

SERVICES PROVIDER

NINEVEH MINISTRIES, INC. D/B/A JAIL TO JOBS

By:

Eddie Franz

Date: 10/29/20

Printed Name:

Eddie Franz

Title:

Director - Jail To Jobs