

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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

This Services Contract ("Contract") is made and entered into by and between **Williamson County, Texas** ("County"), 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 Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract.

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 Contract; and**
- B. Any required insurance certificates evidencing required coverages.**

III.

Services: Services Provider shall provide services to support the operations of the Williamson County Expo Center ("Expo Center") *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:

A. Services Provider's Responsibilities:

1. On dates and times agreed upon, in advance, between both the County and Services Provider, Services Provider will supply one (1) supervisor and up to three (3) personnel for four (4) shifts from 8:00 am to 12:00pm or for eight (8) hour shifts from 8:00 am to 5:00 pm with a sixty (60) minute lunch from 12:00pm to 1:00pm.
2. Services Provider's personnel and the supervisor shall provide services, to include but not limited to stall cleaning and disinfecting, wash rack maintenance, shavings delivery, stall and livestock panel construction and deconstruction, bleacher maintenance, janitorial tasks, and trash collection and disposal.
3. All personnel will be vetted to ensure that no participant will have been convicted of any crime consisting of sexual crimes, and/or animal cruelty crimes.
4. Services Provider's supervisor shall ensure the quality of work as well as the behavior of the personnel while at the Expo Center.
5. Services Provider shall ensure all personnel are legally allowed to work in Texas and the United States as per all federal rules and regulations.
6. Services Provider shall maintain workman's comp insurance on the supervisor and all personnel.
7. Services Provider shall keep accurate timesheets on all personnel and supervisor.
8. Services Provider will obtain necessary approvals from guardians of any juveniles who serve as Services Provider's personnel.
9. Timely notify County of any changes in staffing that may affect the services provided hereunder.

B. County's Responsibilities:

1. The Expo Center will acquire and distribute the funds necessary to fulfill the terms and conditions of this Contract.
2. The Expo Center will coordinate with Services Provider to schedule work, in advance, needed to be accomplished each day for the Services Provider's personnel and the supervisor, to include but not limited to, stall cleaning and disinfecting, wash rack maintenance, shavings delivery, stall and livestock panel construction and deconstruction, bleacher maintenance, janitorial tasks, and trash collection and disposal.

3. The Service Provider's supervisor and/or personnel may operate Expo Center equipment at the discretion of the Expo Center General Manager, to include but not limited to, shavings vacuum, power washers, and blowers.
4. The Expo Center will not be responsible for payment of Services Provider's supervisors or personnel who fail to report or do not complete the assigned tasks or duties.
5. The Expo Center will communicate to the on-site supervisor for Services Provider if there are any personnel who are not performing up to acceptable standards.
6. The Expo Center will communicate to the Services Provider's 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 CONTRACT 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.

Fee: Services Provider will be paid based on a rate of \$18.00 per hour for one (1) Services Provider supervisor and \$13.00 per hour for Services Provider personnel. **The maximum not-to-exceed amount of the total fees to be paid under this Contract shall be \$48,000.00.**

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

\$1,000,000

\$1,000,000

*(including premises,
completed operations
and contractual)*

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 Contract shall be effective as of the date of the last party’s execution hereinbelow and continue thereafter until September 30, 2024, unless otherwise extended by written amendment executed by both parties.

VIII.

Termination: This Contract 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 actual services rendered and actually received.**

IX.

No Assignment: This Contract 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 Contract 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 Contract.

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 Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XV.

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

If to County:

Name: Hon. Bill Gravelle (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 Contract 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 Contract and this Contract 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 Contract, 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 Contract 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.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XIX.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XXI.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be

accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract 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: _____

Date: 10/4/23

Printed Name: Eric Majik

Title: Williamson County Director