

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN VALERIE WOLFE MAHFOOD
AND THE FORT BEND COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered into by and between the Fort Bend County Sheriff's Office, (hereinafter "FBCSO"), and Valerie Wolfe Mahfood (hereinafter "Contractor"), a resident of Jefferson County, Texas.

WITNESSETH

WHEREAS, the FBCSO may expend commissary proceeds under section 351.0415 of the Local Government Code without the requirements of the County Purchasing Act, chapter 262, subchapter C of the Local Government Code;

WHEREAS, the FBCSO desires that Contractor provide auditing services related to its compliance with the Prison Rape Elimination Act ("PREA") which will assist the FBCSO in protecting the well-being, health, safety and security of the Inmates and the Fort Bend County Jail (the "Facility");

WHEREAS, Contractor represents that she is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render services to the FBCSO as defined in the Statement of Work attached hereto as Exhibit A (the "Services").

Section 2. Personnel

Contractor will be the lead auditor and is certified and trained by the Department of Justice ("DOJ") to conduct a complete PREA audit of the Facility under the standards of PREA using the audit instruments and tools developed by the DOJ. Contractor is an auditor in good standing and is free from any conflict of interest as defined by the PREA Standards and the PREA Auditor Handbook. Contractor is ultimately responsible for the conduct of the Facility PREA Audit and all work products. The FBCSO and the Contractor have scheduled the PREA onsite audit of the Facility for August 12, 2023, to August 14, 2023 or at any adjourned date as agreed upon by the parties. Contractor who, in the opinion of the FBCSO, is incompetent or by her conduct becomes detrimental to the project shall, upon request of the

FBCSO, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Eight Thousand dollars and 00/100 (\$8,000.00). In no case shall the amount paid by the FBCSO under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Services by Contractor Including any changes in the Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by the FBCSO.
- C. The FBCSO will pay Contractor based on the following procedures: Upon completion of the tasks Identified in the Scope of Services, Contractor shall submit to the FBCSO two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to the FBCSO. The FBCSO shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Fort Bend County Auditor for processing. The FBCSO shall pay each such approved Invoice within thirty (30) calendar days. The FBCSO reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that the FBCSO shall have available the total maximum sum of Eight Thousand dollars and 00/100 (\$8,000.00) specifically allocated to fully discharge any and all liabilities the FBCSO may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that the FBCSO may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Eight Thousand dollars and 00/100 (\$8,000.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from the FBCSO and end no later than 180 days thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the FBCSO.

Section 6. Modifications and Waivers

- A. The parties may not amend or waive this Agreement except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

- A. Termination for Convenience: the FBCSO may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
 - 1. The FBCSO may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the FBCSO in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to the FBCSO's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from the FBCSO specifying such breach or failure.
 - 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the

parties shall be the same as if the termination had been Issued for the convenience of the FBCSO in accordance with Section 7 (A) above.

- C. Upon termination of this Agreement, the FBCSO shall compensate Contractor in accordance with Section 3 above, for those services which were provided under this Agreement prior to its termination and which have not been previously Invoiced to the FBCSO. Contractor's final invoice for said services will be presented to and paid by the FBCSO in the same manner set forth in Section 3 above.
- D. If the FBCSO terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of the FBCSO upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to the FBCSO on request.

Section 9. Inspection of Books and Records

Contractor will permit the FBCSO, or any duly authorized agent of the FBCSO, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. The FBCSO's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND THE FBCSO AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 11. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire Information that is confidential to the FBCSO. Any and all information of any form obtained by Contractor or its employees or agents from the FBCSO in the performance of this Agreement shall be deemed to be confidential information of the FBCSO ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of Confidential Information

by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include Information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential Information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the FBCSO hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist the FBCSO in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise the FBCSO immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with the FBCSO in seeking injunctive or other equitable relief in the name of the FBCSO or Contractor against any such person. Contractor agrees that, except as directed by the FBCSO, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at the FBCSO's request, Contractor will promptly turn over to the FBCSO all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to the FBCSO that is inadequately compensable in damages. Accordingly, the FBCSO may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of the FBCSO and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that the FBCSO is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, the FBCSO will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential

information marked as such provided to the FBCSO by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 12. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of the FBCSO and shall not be entitled to any of the privileges or benefits of the FBCSO employment.

Section 13. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

FBCSO: Fort Bend County Sheriff's Office
Attn: Sheriff
1840 Richmond Parkway
Richmond, TX 77469

Contractor: Valerie Wolfe Mahfood
P.O. Box 414
Nederland, Texas, 77627

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 14 (A) and 14 (B) and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed

receipt.

2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 14. Compliance with Laws

Contractor 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 Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by the FBCSO, Contractor shall furnish the FBCSO with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 15. Performance Warranty

- A. Contractor warrants to the FBCSO that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to the FBCSO that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 16. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 17. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be

sued elsewhere. Nothing in the Agreement shall be construed to waive the FBCSO's sovereign immunity.

Section 18. Successors and Assigns

The FBCSO and Contractor bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 19. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 20. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 21. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of the FBCSO. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of the FBCSO, except where required to do so by law.

Section 22. County Agreements

- A. By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. By signature below, Contractor represents pursuant to § 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are Identified under § 806.051, § 807.051, or § 2252.153.
- C. BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 25. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed in multiple counterparts to be effective on the 01st day of August 2023.

FBCSO:	CONTRACTOR:
FORT BEND COUNTY SHERIFF'S OFFICE	VALERIE WOLFE MAHFOOD
By: <u><i>Jacob Webb</i></u>	<u><i>[Signature]</i> 7-20-23</u>
Name: <u>JACOB WEBB, JR</u>	Valerie Wolfe Mahfood
Title: <u>MAYOR</u>	Lead Auditor

**EXHIBIT A:
SCOPE OF SERVICES**

July 10, 2023

Lieutenant. E. Dewveall
Fort Bend County Sheriff's Office
1410 Richmond Parkway
Richmond, Texas, 77469
Office: (281) 341-4745
Eugene.Dewveall@fortbendcountytexas.gov

Lt. Dewveall,

Valerie Wolfe Mahfood, PhD, DM, is a certified PREA Auditor by the United States Department of Justice. Dr. Mahfood has been conducting audits of national, state, and local correctional facilities for seven years.

II. Response

Below is an outline for consideration specific to the request for quotes for completion of a Prison Rape Elimination Act (PREA) audit of the Fort Bend County Detention Facility.

III. Services to be performed

Dr. Mahfood will conduct a complete and thorough audit of the Fort Bend County Detention Facility, which is located 1410 Richmond Parkway, Richmond, Texas, 77469.

Prior to the audit, the facility will be provided Notice of the Audit, to include a mailing address for the auditor, to be posted throughout the institution to facilitate confidential communication with employees, contractors, volunteers, inmates, and other interested parties.

Services to be performed include a review of the pre-audit questionnaire, onsite inspection of the facility and relevant records, interviews with both staff and inmates, as well as the collection of relevant documents in accordance to the PREA Audit Handbook as required to demonstrate compliance for each PREA Standard.

Dr. Mahfood will complete the interim and/or final audit report in accordance to the PREA Auditor Handbook timeline and content requirements.

IV. Facility Description

The Fort Bend County Detention Facility has a designed capacity of 1,766 inmates, with an average daily population of less than 1,000 inmates.

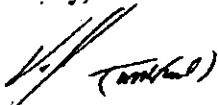
V. Dates

This quote is for up to a three (3) day onsite visit to take place in August 2023. A more detailed agenda of onsite activities and interviews will be given to the Ford Bend PREA Coordinator no less than 14 days before the start of the onsite inspection.

VI. Quote

A quote of \$8,000 is submitted, which includes all travel and other expenses related to the PREA Audit as described within the services to the preformed.

Sincerely,

A handwritten signature in black ink, appearing to read 'V. Wolfe Mahfood', with a stylized flourish above the name.

Valerie Wolfe Mahfood, PhD, DM
DOJ Certified PREA Auditor #P3915

Attachment

Quote for PREA Audit

July 10, 2023

Valerie Mahfood
6119 Cove Drive
Groves, Texas, 77619

To:
Lieutenant. E. Dewveall
Fort Bend County Sheriff's Office
1410 Richmond Parkway
Richmond, Texas, 77469
Office: (281) 341-4745
Eugene.Dewveall@fortbendcountytx.gov

Description	Hours	Rate	Amount
Completion of onsite facility inspection for the purpose of a PREA Audit of the Fort Bend County Detention Facility, with a designate capacity of 1,766 inmates and average daily population of less than 1,000 inmates. Completion of a PREA audit report. Audit timeframe is up to a 3-day onsite inspection during the month of August 2023.			\$8,000
		Total	\$8,000