

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND
DEBBIE LEAVEY, FACILITATOR,
CHOICES AND CONSEQUENCES PROGRAM**

THIS AGREEMENT made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, by and through its Commissioners Court, hereinafter referred to as "County," and Debbie Leavey, hereinafter referred to as "Facilitator," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, the Choices & Consequences Program addresses the needs of juveniles referred by the Fort Bend County Justice of the Peace Courts and other Municipal Courts by contract to provide services designed to educate the juvenile on the consequences of breaking Texas laws before they commit criminal acts that would project them into the system.

WHEREAS, Debbie Leavey, Facilitator, desires to implement the Choices & Consequences Community Service Program to Fort Bend County juveniles referred by all Justice of the Peace Courts in Fort Bend County; and,

WHEREAS, it is in the public interest, and serves the general welfare of the community, for such a program to be administered for the purpose of providing a Community Service Program for certain juveniles in Fort Bend County; and,

WHEREAS, Section 58.302, 58.303 and 58.305 of the TEXAS FAMILY CODE allow for the services provided by Facilitator; and

WHEREAS, the County has determined that this Agreement is for personal or professional services and is therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE; and,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties herein named, it is agreed as follows:

AGREEMENT

I.

Purpose

Facilitator will provide a Community Service Program for juveniles receiving community service hours from Justices of the Peace in Fort Bend County and other Municipal Courts by contract.

II.

Services

Facilitator shall perform the services outlined in Exhibit "A" (attached hereto and incorporated by reference).

III.
Consideration and Term

- 3.01 As compensation for the services rendered by Facilitator pursuant to this Agreement, County agrees to compensate Facilitator in an amount not to exceed **\$36,640.00** plus mileage reimbursement for a period effective beginning **October 1, 2011** and ending on **September 30, 2012**.
- 3.02 Facilitator shall provide monthly invoices to County for services provided under this Agreement. Payment shall be made within thirty (30) days of receipt of invoice.
- 3.03 Facilitator shall be reimbursed for mileage at the county approved rate per mile not to exceed the programs approved budget ending September 30, 2012.
- 3.04 This Agreement may be renewed upon the written request of the Facilitator and approval by Fort Bend County Commissioners Court.
- 3.05 This Agreement may be terminated, with or without cause, prior to the expiration of the term herein at the option of either County or the Facilitator, upon thirty (30) days written notice to the other party in the manner and form provided for herein.
- 3.06 This Agreement may be amended as needed if other Municipal Courts contracts are implemented.

IV.
Report

Facilitator agrees to provide the County with an annual report of its operation thirty (30) days after the end of the fiscal year.

V.
Indemnification & Insurance

5.01 FACILITATOR AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES (WHETHER 1ST PARTY OR 3RD PARTY) AND RELATED COSTS, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF THE FACILITATOR'S RESPONSIBILITIES UNDER THIS AGREEMENT, CAUSED BY THE FACILITATOR'S SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION; OR IS CAUSED BY THE JOINT NEGLIGENCE OF THE FACILITATOR AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE FACILITATOR AND OTHER PERSON OR ENTITY.

5.02 Prior to commencement of service, Facilitator shall furnish the County with properly executed certificates of insurance evidencing compliance with the insurance requirements hereof and providing that such insurance shall not be canceled, except on 30 days' prior written notice to County. Facilitator shall maintain such insurance coverage from the time services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of service.

5.02.1 Facilitator shall maintain professional liability insurance with a limit of not less than \$1,000,000.

5.02.2 The Policy shall name the County as an additional insured and where applicable, Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in the County's favor.

VI.
Miscellaneous

- 6.01 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- 6.02 In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.03 Facilitator shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- 6.04 The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
- 6.05 Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

VII.
Independent Contractor

- 7.01 In the performance of work or services hereunder, Facilitator 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 Facilitator or, where permitted, of its subcontractors.
- 7.02 Facilitator 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 County and shall not be entitled to any of the privileges or benefits of County employment.

VIII.
Successors and Assigns

This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. Facilitator shall not assign, sublet or transfer its interest or obligations in and under this agreement without the prior, written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

IX.
Notices

Any notice required or permitted hereunder to be given, shall be given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed to:

To County:
Fort Bend County
County Judges Office
301 Jackson, 7th Floor
Richmond, Texas 77469

To Facilitator
Debbie Leavey
17239 Maple Hollow Drive
Sugar Land, Texas 77498

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

FORT BEND COUNTY

By: *Robert E. Hebert*
Robert E. Hebert, County Judge

Date: 10-4-2011

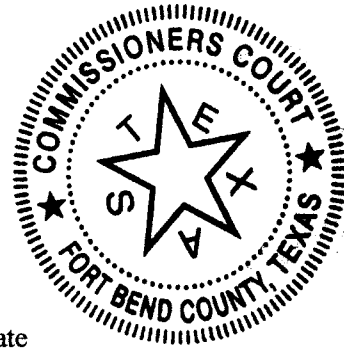
DEBBIE LEAVEY

By: *Debbie Leavey*
Debbie Leavey, Program Facilitator

Date: 9/20/11

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk



Auditor's Certificate

I hereby certify that funds are available in the amount of \$ 36,640.00 to pay the obligation of Fort Bend County under and within the foregoing agreement.

Ed Sturdivant
Ed Sturdivant, County Auditor

Attachment: Exhibit A

EXHIBIT A

CHOICES & CONSEQUENCES FORT BEND COUNTY JUVENILES COMMUNITY SERVICE PROGRAM

Program Procedures

Clerk

1. Each designated clerk from the Fort Bend County Justices of the Peace will receive a computer disk from Debbie Leavey, Program Facilitator, with the referral form and parent information letter on it.
2. When a juvenile receives community service hours, this designated clerk will complete the information on the referral form. One copy will be given to the juvenile and parents(s) and one copy will be faxed to Debbie Leavey, Program Facilitator. In addition, the parent(s) will receive an information letter.

Facilitator:

1. The parents of the juvenile will contact the Choices & Consequences Facilitator, Debbie Leavey, to schedule an appointment.
2. The Facilitator will meet with the parent(s) and juvenile to complete pre-session paperwork and collect the fee for the program.
3. The Facilitator will schedule each youth into the appropriate classes, based on the number of community service hours to be completed.
4. The classes will be filled on a first-come, first-serve basis. When each class is filled with the maximum of 25 participants, subsequent referrals will be scheduled into the next available class.
5. When a juvenile successfully completes the required class, he/she will receive a completion form signed by the Facilitator to return to the appropriate Justice of the Peace.
6. If a juvenile does not successfully complete the course, the Facilitator will fax a Non-Compliance Form to the appropriate Justice of the Peace.
7. The Facilitator will keep all statistical information and records.
8. The Facilitator will submit a quarterly synopsis report to each Justice of the Peace and other contracted services.
9. An annual statistical report will be submitted to Fort Bend County within 30 days after the end of the contract period.

Financial Procedures:

1. Program Facilitator will collect all program fees and keep detailed financial records regarding program receipts and disbursements.
2. Program Facilitator will submit monthly invoices to the County Auditor for services provided and mileage reimbursement as needed.
3. An annual financial report will be submitted to Fort Bend County.