

THE STATE OF TEXAS

COUNTY OF FORT BEND

**AGREEMENT BETWEEN FORT BEND COUNTY AND
MARSHA CARDEN, FACILITATOR,
THE "PARENT PROJECT" PARENT TRAINING 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, hereinafter referred to as "County", and Marsha Carden, hereinafter referred to as "Facilitator".

WITNESSETH:

WHEREAS, the Parent Project Parent Training Program addresses the needs of the families of juveniles referred by the Fort Bend County Juvenile Probation Department to provide services designed to educate the parents on effective parenting skills, thereby reducing the chances for chronic delinquency within these family units; and,

WHEREAS, Marsha Carden, Program Facilitator, desires to implement the Parent Project Parent Training Program to Fort Bend County families referred by the Fort Bend County Juvenile Probation Department; 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 parenting program for certain families in Fort Bend County; 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 mutual covenants, agreements, and benefits to both parties herein named, it is agreed as follows:

AGREEMENT

I.

Purpose

Facilitator will provide the Parent Project Parent Training Program for families referred by the Fort Bend County Juvenile Probation Department.

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 the Agreement, County agrees to compensate Facilitator in an amount not to exceed \$43,080.00 for a period of twelve (12) months, beginning October 1, 2012 and ending on September 30, 2013. Compensation will be paid in twenty-four equal semi-monthly installments of \$1,795.00.
- 3.02 Facilitator shall provide quarterly program activity reports and a semi-monthly compensation invoice in the amount of \$1,795.00 to the Fort Bend County Juvenile Probation Department for services provided under this Agreement. Payment shall be made within thirty (30) days of receipt of invoice.
- 3.03 This Agreement may be terminated by either party, with or without cause with thirty (30) days prior written notice. County shall make any and all outstanding invoices and payments to Facilitator within thirty (30) days of termination of this agreement.

IV.
Indemnification

- 4.01 Facilitator agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, losses, damage, causes of action, suits and liability of any kind, including all expenses of litigation, court costs, attorney's fees, arbitration, mediation, or administrative hearing costs and awards, for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any property, including consequential damages arising out of or resulting from the acts, errors and omissions of Facilitator, its agents, offices, employees and volunteers under this Agreement.

V.
Liability Insurance

- 5.01 Facilitator shall, during the entire term of this Agreement, keep in full force and effect a policy of professional liability insurance in which the limits shall not be less than \$1,000,000 for each claim aggregate. The policy shall name County as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to Fort Bend County Insurance Department and a copy of the policy or certification of insurance shall be delivered to county on or before the date of this Agreement.

VI.
Data Privacy

- 6.01 Facilitator will be provided, as essential to his/her performance under this Agreement, confidential information, either orally or in writing. Facilitator shall protect such information, shall not disclose such information to anyone, and shall not use this information for any purpose except for rendering service under this Agreement. Under no circumstance is Facilitator authorized to release any material or information obtained or developed in the performance of services under this Agreement without the express prior written permission of the County,

VII.
Independent Contractor

- 7.01 In the performance of work and services hereunder, all persons employed for services under this Agreement are deemed independent contractors and shall not be deemed employees, agents or servants of the County and shall not be entitled to any privileges or benefits to any county employment. Facilitator agrees that he/she is an independent contractor. The Facilitator shall be solely responsible for the performance of his/her duties under this Agreement and for all withholding taxes, including all federal, state, and local taxes, and all worker's compensation insurance.

VIII.
Miscellaneous

- 8.01 This Agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and venue for any litigation arising out of or related to this Agreement shall lie solely in a court of appropriate jurisdiction located in Fort Bend County.
- 8.02 In the event of one or more of the provisions contained in this Agreement shall for any reason beheld to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.03 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.
- 8.04 The waiver by either party of a breach of any provision of this Agreement shall not operate as or be constructed as a waiver of any subsequent breach.
- 8.05 Any amendments to the Agreement shall be of no effect unless in writing and signed by both parties hereto.

IX.
Successors and Assigns

- 9.01 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 with 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.

X.
Notices

10.01 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:

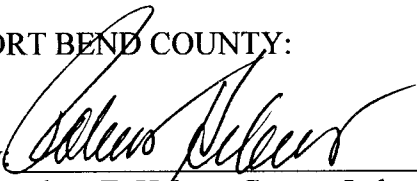
To County:
Fort Bend County Judge
301 Jackson, 7th Floor
Richmond, Texas 77469

To Facilitator:
Marsha Carden
3509 Westspring Court
Richmond, Texas 77406

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

FORT BEND COUNTY:

MARSHA CARDEN

By: 
Robert E. Hebert, County Judge

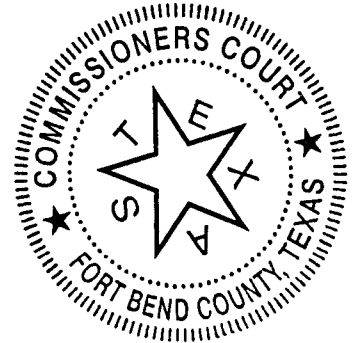
By: 
Marsha Carden, Facilitator

Date: 9-25-2012

Date: 9/19/2012

ATTEST:

Dianne Wilson, County Clerk



Auditor's Certificate

I hereby certify that funds are available in the amount of \$43,080.00 to pay the obligation of Fort Bend County under and within the foregoing Agreement.


Ed Sturdivant, County Auditor

EXHIBIT A

SERVICES PROVIDED BY FACILITATOR

- 1.01 It is understood and agreed by the parties that the services referred to in this paragraph will be provided to County by Facilitator, and will not be provided to County by any other individual or entity while this contract is in full force and effect.

- 1.02 Provide a curriculum specifically designed for parents with out of control and strong willed children, including but not limited to the following
 - a. Understanding Our Children
 - b. Addressing Problematic Behavior
 - c. A Parent's Formula for Success
 - d. Adolescent Drug Use
 - e. The Out of Control Child
 - f. Developing a Personal Action Plan
 - g. Finding Help and Support
 - h. The Dynamic of Change
 - i. Managing Conflict in the Home
 - j. Active Listening
 - k. Communicating Parental Views and Feelings
 - l. Building Positive Self Concepts
 - m. Consistency
 - n. Expectations, Standards and Values
 - o. Promoting Family Unity
 - p. Putting It Together and Making It Work

- 1.03 Provide the following case management tasks:
 - a. Compile and keep quarterly statistical data for evaluation of the project.
 - b. Draft reports as required by Project Director and Fort Bend County Juvenile Probation Department;
 - c. Actively maintain average caseload of 15 parents during each of the four (4)10-week classes during the contract year.

- 1.04 Provide the following administrative tasks:
 - a. Participate in any meetings as requested;
 - b. Complete and submit semi-monthly timesheets to Fort Bend County Juvenile Probation representative;
 - c. Participate in special projects as assigned;

d. Participate in public relations and public education programs as assigned.

1.05 Facilitator agrees and understands that services provided under this agreement may require time expended outside regular business hours of 8:00 a.m. to 5:00 p.m. and on weekends.

1.06 A valid Texas driver's license, reliable transportation and proof of liability coverage are required at all times under this Agreement.