

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

AGREEMENT FOR JAIL CHAPLAINCY SERVICES

This Agreement made and entered into by and between the Sheriff of Fort Bend County (hereinafter "Sheriff"), who is authorized to operate a jail commissary and who may, from commissary proceeds, provide for the social needs of jail inmates, all in accordance with Texas Local Government Code sec. 351.0415, as amended, and Jail Chaplaincy Ministries, Inc., a Texas non-profit corporation (hereinafter "Jail Chaplaincy").

WITNESSETH:

WHEREAS, County jails must comply with the minimum standards and rules and procures of the Commission on Jail Standards pursuant to Texas Local Government Code Sec. 351.002;

WHEREAS, Rule 217-22.001(e) of the Texas Commission on Jail Standards, as amended, provides that detention facilities shall have and implement a plan which allows inmates, on a voluntary basis, to have access to religious services, resources, instruction and counseling services that are consistent with their individual faiths;

WHEREAS, Sheriff desires to provide a jail chaplaincy program that will provide such religious and counseling services to inmates of the Fort Bend County Jail;

WHEREAS, Sheriff desires to engage the services of Jail Chaplaincy to provide jail chaplaincy services to the inmates of the Fort Bend County Jail;

WHEREAS, Jail chaplaincy desires to provide said services to Sheriff;

WHEREAS, Jail Chaplaincy represents that is maintains an organization of professional ministers who are well qualified and willing to provide such religious and counseling services to inmates of the Fort Bend County Jail; and

WHEREAS, Sheriff has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code.

NOW THEREFORE, in consideration of the representations and mutual promises herein contained, Sheriff and Jail Chaplaincy agree as follows:

I.
SCOPE OF WORK

- A. Jail Chaplaincy shall coordinate and implement a religious services plan for inmates of the Fort Bend County Jail that meets the requirements of Jail Standard Rule 217-22.001(e). Among other items, the plan will include:
1. Staffing a twenty-four (24) hour a day on-call service;
 2. Providing inmates with access to religious leaders at times in addition to normal visitation hours;
 3. Procedures that allow inmates to communicate with a minister of his/her choosing;
 4. Procedures that allow inmates, upon their request, to participate in group and personal counseling;
 5. Procedures that provide inmates with access to religious services normally available within the community through visitation and volunteer programs that are consistent with the individual faith of each inmate.
- B. All services provided by Jail Chaplaincy hereunder are subject to, and must operate within, all applicable security restrictions.

II.
OBLIGATIONS OF JAIL CHAPLAINCY

- A. In performing all services rendered pursuant to this Agreement, Jail Chaplaincy agrees to provide inmates with opportunities to exercise their religious freedom. Jail Chaplaincy further agrees and not to interfere with the exercise of any inmate's personal religious belief or their right to worship according to the dictates of their own conscience. In this regard, it is understood that an inmate's participation in any activity, service, counseling or program offered by Jail Chaplaincy is strictly voluntary. No representative, agent, volunteer or employee of or for Jail Chaplaincy, including without limitation any chaplain affiliated or associated with Jail Chaplaincy or its program, will coerce, require or force Fort Bend County Jail inmates to participate in any activity, service, counseling or program offered by Jail Chaplaincy. In addition, Jail Chaplaincy will use its best efforts, subject at all times to all applicable security restrictions and concerns to accommodate an inmate's request for services, counseling, or literature pertaining to the religion of the inmate's choosing.
- B. Jail Chaplaincy agrees to perform all of its work and obligations hereunder in accordance with generally accepted standards applicable to jail chaplains and will use that degree of care and skill commensurate with other professionals in the same field. In this regard, Jail Chaplaincy, its representatives, agents, volunteers or employees, including without limitation any chaplain affiliated or associated with Jail Chaplaincy or its program, shall comply with all applicable federal, state and county laws, regulations, rules and ordinances, as well as all jail practices and procedures promulgated by the Sheriff, including without limitation any and all security restrictions.
- C. It is expressly understood and agreed by the parties hereto that the chaplains of the Jail Chaplaincy program must be qualified and in good standing to provide chaplaincy services in the particular religion that the chaplain represents.

III.
TERM AND TERMINATION

- A. The term of this Agreement shall be valid beginning January 1, 2015 through December 31, 2015.
- B. This Agreement may be terminated at any time by Sheriff by giving Jail Chaplaincy ten (10) days written notice.
- C. The receipt by Jail Chaplaincy of a fully executed original copy of this Agreement shall be Jail Chaplaincy's notice to proceed.

IV.
PAYMENT

- A. As full payment for the services rendered under this Agreement, Jail Chaplaincy shall receive \$8,500.00 per month from the Sheriff's Inmate Commissary Fund.
- B. Jail Chaplaincy will bill the Sheriff monthly for services provided during the previous month.
- C. Sheriff shall pay all approved invoices within twenty days of receipt.
- D. It is understood and agreed by the parties hereto that the \$8,500 monthly fee provided for in this Agreement shall constitute the entire payment obligation of Sheriff under this Agreement.
- E. It is understood and agreed by the parties hereto that the \$8,500 monthly fee cannot be increased unless the parties enter into a written amendment to this Agreement requiring Jail Chaplaincy to provide specific services in addition to those set forth in this Agreement.
- F. It is expressly agreed that payments to Jail Chaplaincy will be limited to funds available from the Sheriff's Inmate Commissary.
- G. No additional fees, expenses, costs or other charges shall be owed by Sheriff to Jail Chaplaincy for its performance of the services hereunder, without the prior written authorization of Sheriff.
- H. Should this Agreement terminate pursuant to §IIIB above, Jail Chaplaincy shall submit to Sheriff a final invoice in an amount which accurately reflects the pro rata value of the services provided by Jail Chaplaincy prior to termination.

V.
INDEMNIFICATION AND INSURANCE

- A. JAIL CHAPLAINCY WILL INDEMNIFY, HOLD HARMLESS, DEFEND AND EXEMPT FORT BEND COUNTY, THE FORT BEND COUNTY SHERIFF, THEIR OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITES, ACTIONS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT ARISING DIRECTLY OR INDIRECTLY OUT OF THE ACTS, ERRORS OR OMISSIONS OF JAIL CHAPLAINCY, ITS OFFICERS, AGENTS, SERVANTS, SUBCONTACTORS, VOLUNTEERS OR EMPLOYEES.
- B. JAIL CHAPLAINCY'S DUTY TO DEFEND, INDEMNIFY AND HOLD SHERIFF HARMLESS SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED TO BY SHERIFF IN WRITING. THE PROVISIONS OF THIS ARTICLE V SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
- C. In this regard, Jail Chaplaincy shall timely report all such matters to Sheriff upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment and shall, not later than the fifteenth (15th) day of each month, provide Sheriff with a written report on each such matter covered by this Article V. and setting forth the status of each matter, the scheduled or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Sheriff required by Jail Chaplaincy in the defense of each matter.
- D. Sheriff shall timely forward to Jail Chaplaincy copies of any and all claims, demands, suits, actions, proceedings, or judgments which it may receive and which it may contend are covered by this Article V. Thereafter, Sheriff shall fully cooperate with Jail Chaplaincy in its defense of each such matter.
- E. In the event of a dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of the acts, errors or omissions of Jail Chaplaincy, Jail Chaplaincy shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien, or judgment until and unless there is a determination by a court of competent jurisdiction that Jail Chaplaincy's acts, errors or omissions are not at issue in the matter.
- F. In the event that any such matter being so defended by Jail Chaplaincy also involves any claim of negligence or wrongful action by Sheriff, at Sheriff's expense, shall have the right, but not the obligation, to participate in the defense of the matter through separate counsel.
- G. Jail Chaplaincy shall have full authority to resolve all matters being defended by it, providing such settlement(s) shall not involve any findings adverse to Sheriff and shall not involve or require any payments or contributions by Sheriff or Fort Bend County.

- H. In the event of any final judicial determination or award of any matter covered by this Article V., Sheriff shall be responsible to third parties (I) pro rata for Sheriff's share of any damages arising if both Sheriff and Jail Chaplaincy are found negligent, and (ii) for any damages arising from negligence determined to have been caused solely by Sheriff; provided, however, Jail Chaplaincy shall indemnify, defend, and hold Sheriff harmless from any claims or causes of action that assert that Sheriff acted negligently in awarding this contract to Jail Chaplaincy.
- I. Jail chaplaincy shall provide Sheriff with proof of insurance with carriers and in amounts satisfactory to Sheriff. In this regard, Jail Chaplaincy agrees to provide the Fort Bend County Risk Management Department with any documentation necessary to evidence of coverage prior to commencement of work hereunder. Minimum coverage of Proof of Workers Compensation with a Waiver of Subrogation in favor of Fort Bend County, the Fort Bend County Sheriff's Office and their employees.

VI.

INDEPENDENT CONTRACTOR

- A. In the performance of work or services hereunder, Jail Chaplaincy shall be deemed an independent contractor, and any of its employees, agents, associates, volunteers or servants performing work required hereunder shall be deemed solely as employees, agents, associates, volunteers or servants of Jail Chaplaincy or, where permitted, of its subcontractors.
- B. As an independent Contractor, Jail Chaplaincy shall have the sole right to supervise, manage, control and direct the performance of chaplaincy services. The Sheriff shall look to Jail Chaplaincy for results only and, subject at all times to the provisions herein, shall not direct or supervise chaplains provided by Jail Chaplaincy in the performance of such chaplaincy services or with respect to the manner, means or methods in which the chaplaincy services are performed.
- C. Jail Chaplaincy and its employees, agents, associates, volunteers or servants shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of Sheriff and/or Fort Bend County and shall not be entitled to any of the privileges or benefits of County employment.

VII.

MISCELLANEOUS

- A. Venue and jurisdiction of any suit or cause of action that may arise out of, under or in connection with this Agreement shall lie exclusively in Fort Bend County, Texas.
- B. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- C. Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

- D. Jail Chaplaincy agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its clients; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Jail Chaplaincy and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- E. Any and all notices or communications required or permitted under this Agreement must be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax, as follows:

To Sheriff: Fort Bend County Sheriff Office
Attn: Sheriff
1410 Williams Way Blvd.
Richmond, Texas 77469
281-341-4702
Fax No. 281-341-4701

To Jail Chaplaincy: Jail Chaplaincy Ministries, Inc.
Attn: Alan R. Hatfield
22203 N. Fork Dr.
Katy, Texas 77450

- F. This Agreement constitutes the entire agreement of the parties with respect to the matters described herein, and no oral statements or prior written matter not specifically incorporated herein shall be of any force or effect. This Agreement may not be amended except by a subsequent written instrument signed by both of the parties.
- G. No assignment of this Agreement or any right existing under this Agreement shall be made in whole or in part by Jail Chaplaincy without the express written consent of Sheriff; in the event of any assignment, the assignee shall assume the liabilities and responsibilities of the assignor, in writing, prior to the assignment.
- H. This Agreement shall be construed, interpreted and adjudicated under the laws of the State of Texas and, when appropriate, the laws of the United States.
- I. Jail Chaplaincy shall comply with all applicable laws, ordinances, orders, resolutions and codes of the United States, the State of Texas, and any local government or administrative agency with appropriate jurisdiction.
- J. Jail Chaplaincy agrees that its books and records, insofar as they pertain to work performed pursuant to this Agreement, shall at all reasonable hours be subject to audit and inspection by Sheriff at Jail Chaplaincy's office from the time of execution hereof and for four (4) years from the termination of this Agreement.
- K. The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

VIII.
CONFIDENTIALITY

A. Jail Chaplaincy hereby agrees to hold and keep all data and information pertaining to Sheriff and pertaining to this Agreement in the strictest confidence and will use such data and information solely for the purpose of performing the services required under this Agreement.

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

FORT BEND COUNTY SHERIFF:

Troy E. Nehls
Troy E. Nehls, Sheriff

12/18/14
Date

JAIL CHAPLAINCY MINISTRIES, INC.

Alan R. Hatfield
Chaplain Alan R. Hatfield

12/18/2014
Date



FORT BEND COUNTY SHERIFF'S OFFICE
COMMISSIONERS COURT AGENDA REQUEST FORM



Date: 12/18/2014 Requested By: Sgt. A. Lopez #20

Funding Source: 100560112

Requested Agenda Item: Jail Chaplaincy Ministries

Justification for Request: _____

(January 1, 2015 through December 31, 2015) Jail chaplaincy for Inmate services.

Approved: /

Disapproved: _____

Director of Operations / Major Goodfellow: JKR

Date: 12/18/14

DM
 Chief Deputy Marcaurele