

CONTRACT AND AGREEMENT FOR SERVICES
COLLIN COUNTY JUVENILE PROBATION DEPARTMENT
JOHN R. ROACH JUVENILE DETENTION CENTER

This Agreement is entered into by and between the Collin County Juvenile Probation Department ("Contracting Agency") and Faithful Friend, ("Service Provider"), a 501 (c)(3) chartered organization.

ARTICLE I
PURPOSE

- 1.01 The purpose of this Services Agreement is to provide the Contracting Agency and juvenile offenders in the care and custody of the juvenile probation department, more specifically, the John R. Roach Juvenile Detention Center, with a specialized canine program.
- 1.02 Long-term incarcerated youth at the detention center will be given the opportunity to participate in mentoring/training program using canines directed by Faithful Friend.
- 1.03 Discernable impact will include improved scholastic scores, reduction in incident reports, and reduced recidivism.
- 1.04 The trained service canines used in the program will be placed with disabled servicemen and women in Collin County.

ARTICLE II
TERM

- 2.01 The term of this agreement is for 12 months, commencing October 1, 2018 and ending September 30, 2019.

ARTICLE III
SERVICES

- 3.01 Service Provider will provide the following:

Service hours as negotiated with Contracting County wherein Faithful Friend Ministry will bring highly, trained service dogs (canines) into the juvenile detention facility and will work directly with participating youth as scheduled.

- 3.02 Service Provider will also provide/perform the following services:

- A. Provide service canines for the program to include transport to and from facility.
- B. Provide direct oversight, care, and execution of veterinary care for the service canines to be used in the program.
- C. Place service canines used in the program with disabled servicemen/women in Collin County upon graduation from the program. Graduation and canine placement with veteran will be determined by Service Provider with Contract Agency approval.
- D. All canine placements will be with veterans of Collin County. Should an applicable placement not be available, canine placement will be with an applicable disabled veteran of North Texas Region, as approved by Contract Agency.

ARTICLE IV
COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Contracting Agency agrees to pay the Service Provider the sum, not to exceed \$4000.00 for each highly trained, well-socialized service canine provided for the program, not to exceed two (2) canines per year.
- 4.02 Veterinary services will be provided to the program canines on an as needed basis.
- 4.03 Service Provider will submit an invoice for payment of services to the Contracting Agency on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: date of services rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Contracting Agency in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Contracting Agency in a timely manner.
- 4.08 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Contracting Agency under this contract. Service Provider shall account separately for state funds received and expended utilizing Generally Accepted Accounting Practices (GAAP). Upon request Service Provider will provide Contracting Agency with a copy of its most recent financial audit.
- 4.11 Service Provider agrees to make claims for payment or direct any payment disputes to Contracting Agency's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.12 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE V
ADDITIONAL TERMS & AGREEMENTS

- 5.01 Service Provider agrees that the program will accept any child who wishes to participate, without regard to such child's religion, race, creed, sex or national origin.
- 5.02 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit service provider, its agents, servants, or employees in any way to manage control, direct or instruct Contracting Agency, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility.
- 5.03 Contracting Agency reserves the right to terminate services with Service Provider at its discretion.

ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS

- 6.01 Service Provider agrees that it will permit Contracting Agency to examine and evaluate its program of services provided under the terms of this agreement periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interviews and the administration of questionnaires to the staff of Service Provider and the children, when deemed necessary.
- 6.02 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Contracting Agency any and all books, documents or other evidence pertaining to the direct costs and expenses of this Agreement.
- 6.03 Service Provider will keep a record of all services provided to Contracting Agency under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Contracting Agency. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 6.04 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State and County Auditor's Offices, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State and County Auditor's Offices or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
- 7.02 Service Provider and Contracting Agency agree to abide by Title 37, Part 11, Chapter 380, Subchapter G, Division 1, Rule §380.9909, relating to Access to Youth Information and Records.

ARTICLE VIII
DUTY TO REPORT

- 8.01 As required by §261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child/juvenile within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency;
 - B. Texas Juvenile Justice Department within 24 hours by calling toll-free 1-877-786-7263;
 - C. Contracting Agency, 972-548-6470.

ARTICLE IX
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Contracting Agency, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Contracting Agency:

- A. Any and all corrective action required by any of Service Provider's licensing authorities;
- B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
- D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and,
- F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X EQUAL OPPORTUNITY

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:
- (a) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - (b) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions, will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (c) Shall abide by all applicable federal, state and local laws and regulations, including the Prison Rape Elimination Act of 2003, 42 U.S.C. 15601 et seq.

ARTICLE XI OFFICIALS NOT TO BENEFIT

- 11.01 No officer, employee or agent of Contracting Agency and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XII DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

- 12.01 Contracting Agency may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two

circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.

F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.

J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ARTICLE XIII

TERMINATION

- 13.01 The term of this Contract shall be for a period of twelve months from the effective date; however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract, effective upon notification. Such termination shall not affect or diminish Contracting Agency's responsibility for payment of any amounts due and owing at the time of termination of the contract.
- 13.02 Service Provider shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

ARTICLE XIV

WAIVER OF SUBROGATION

- 14.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Contracting Agency. Service Provider also waives any rights it may have to indemnification from Contracting Agency.

ARTICLE XV

INDEMNIFICATION

- 15.01 It is further agreed that Service Provider will indemnify and hold harmless Contracting Agency against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall have no obligation to indemnify and hold harmless Contracting

Agency for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

ARTICLE XVI
SOVEREIGN IMMUNITY

- 16.01 This Agreement is expressly made subject to the Collin County Juvenile Board's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Contracting Agency and Juvenile Board has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVII
REPRESENTATIONS & WARRANTIES

- 17.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Contracting Agency or any political subdivision thereof; and,
 - C. Service Provider will maintain in force policies of general liability insurance (minimum of \$2,000,000.00 per occurrence) against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Collin County Juvenile Probation upon request. Furthermore, the Contracting Agency shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Contracting Agency.
 - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XVIII
TEXAS LAW TO APPLY

- 18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIX
VENUE

- 19.01 Exclusive venue for any litigation arising from this Agreement shall be in Collin County, Texas.

ARTICLE XX
LEGAL CONSTRUCTION

- 20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

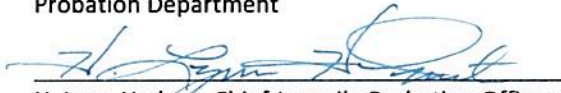
ARTICLE XXI
PRIOR AGREEMENTS SUPERSEDED

21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing a canine program for children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such services will be made by Collin County Juvenile Probation for the children placed in the Facility by the Judge of Collin County Juvenile Probation having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL. IN WITNESS WHEREOF, we hereunto affix our signature this 4th day of October, 2018.

Contracting Agency
Probation Department


H. Lynn Hadnot, Chief Juvenile Probation Officer
Collin County Juvenile Probation Services

Service Provider
Faithful Friend


Les Castro, President
Faithful Friend