

STATE OF TEXAS

CONTRACT FOR INMATE WELDING AND BUSINESS CLASSES

SERVICES

COUNTY OF TARRANT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as the "COUNTY", and Tarrant County College, hereinafter referred to as "PROVIDER", for the purpose of providing Welding and Business Certificates and Degrees to inmates housed at the Tarrant County Jail. The Commissioners Court by the passage of the order approving this contract finds that this contract serves a public purpose and serves the public welfare for the citizens of Tarrant County, Texas.

I.

Scope Of Services

PROVIDER will provide its time and professional capability in performing the tasks described in Exhibit A attached. PROVIDER will perform this work under the supervision of County personnel at the site designated by the COUNTY.

II.

TERM

This contract will begin on August 15, 2023, and conclude on August 15, 2025.

III.

Cost

There shall be no exchange of funds between the PROVIDER and the COUNTY. Students (inmates) will be accepted into the program when funds are secured to cover their costs via other funding sources.

IV.

Information Sharing

COUNTY will share any necessary information for inmates in order to get them admitted, registered, and enrolled into classes.

V.

Space and Technology

COUNTY will provide classroom space for PROVIDER as well as make appropriate, allowed, technology accommodations for students to successfully engage in and complete their courses, course prep, and course support.

VI.

Equipment

PROVIDER will transport and house six compact welding simulators to the jail location(s) for exclusive use by inmates enrolled in the PROVIDER welding programs under the direction of certified PROVIDER approved instructors. COUNTY agrees to secure and take reasonable care of the equipment while it is at jail sites. COUNTY agrees to immediately report any damage or incident with the equipment. COUNTY agrees to return the equipment upon request.

Tarrant County College District is donating 12 Dell OptiPlex 7060 Desktop Computers in "As Is" condition to COUNTY for the Next Phase Jail Program participant use. COUNTY is accepting the Property "As Is" without any warranties, representations or guarantees, either expressed or implied, of any kind, nature or type whatsoever from or on behalf of Tarrant County College District.

All software licensing, maintenance, tech support, and upkeep for the computers is to be provided and maintained by COUNTY.

VII.

Agency-Independent Contractor

Neither COUNTY nor any employee thereof is an agent of PROVIDER. PROVIDER is not an agent of the COUNTY. This contract does not and shall not be construed to entitle PROVIDER to receive any benefit other than payments under this contract or to participate in any benefit plans available to County employees. **PROVIDER is an independent contractor and agrees to indemnify and hold harmless the COUNTY against any and all claims, lawsuits, settlements, to the extent permitted by applicable law, judgments, costs, penalties and expense, including attorney's fees, with respect to PROVIDER performance under this contract. Nothing herein shall be construed as a waiver of the defenses and immunities allowed by law for either party.**

VIII.

Assignment

Neither party may assign, in whole or in part, any interest it may have in this contract without the prior written consent of the other party.

IX.

Third Party Beneficiary Excluded

No person not a party to this contract may bring a cause of action pursuant to this contract as a third party beneficiary. This contract may not be interpreted to waive sovereign immunity of any party to this contract to the extent such party may have immunity under Texas law.

X.

Audit of Records

PROVIDER shall be subject to audit by the COUNTY during the term of this contract.

XI.

Entire Agreement

This contract represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties. This contract shall be governed by the laws of the State of Texas and venue for any actions under this contract shall be in the district courts of Tarrant County, Texas.

XI.

Termination

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY
County Judge
100 E. Weatherford
Fort Worth, Texas 76196

TARRANT COUNTY COLLEGE
South Campus and Connect Campus
5301 Campus Drive and 444 N. Henderson
Fort Worth, Texas 76119 and 76102

Approved on this _____ day of _____, 2024, Commissioners Court Order No.

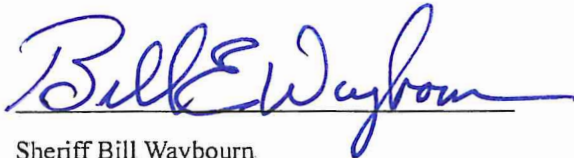
Tarrant County

Tarrant County College District

Tim O'Hare
County Judge
Tarrant County Commissioners Court

Elva LeBlanc
Chancellor

Approved:

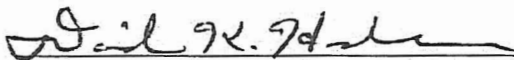


Sheriff Bill Waybourn
Sheriff of Tarrant County, Texas

2-23-2024

Date

APPROVED AS TO FORM:*



Tarrant County District Attorney's Office

2-22-24

Date

*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

AUDITOR'S CERTIFICATION:*

Certification of Funds Available in the Amount not to exceed \$ _____.

Kimberly M. Buchanan
Tarrant County Auditor

Date

Exhibit A

The Tarrant County College- South Campus will conduct the following tasks:

1. Will provide one (1) Welding Instructor to Tarrant County Inmate Services, for the purpose of instructing Welding courses to inmates housed at the Tarrant County Jail.
2. Will provide one (1) campus student support contact to Tarrant County Inmate Services, for the purpose of providing wrap around support for inmates housed at the Tarrant County Jail. and helping to coordinate their student needs.
3. Will conduct in person classes no less than four (4) times each term.
4. Will provide one (1) college readiness Instructor to Tarrant County Inmate Services, for the purpose of instructing college readiness courses to inmates housed at the Tarrant County Jail.
5. Will ensure that all employees acting on behalf of the Tarrant County College-South Campus will abide by all rules and regulations of the Tarrant County Jail and the Inmate Services Division.

The Tarrant County College- Connect Campus will conduct the following tasks:

1. Will provide one (1) college readiness Instructor to Tarrant County Inmate Services, for the purpose of instructing college readiness courses to inmates housed at the Tarrant County Jail. (virtually)
2. Will provide one (1) Instructor to Tarrant County Inmate Services, for the purpose of instructing Business and/or Administrative Professionals and/or Office Careers Program courses to inmates housed at the Tarrant County Jail. (virtually)
3. Will provide one (1) campus student support contact to Tarrant County Inmate Services, for the purpose of providing wrap around support for inmates housed at the Tarrant County Jail. and helping to coordinate their student needs.
4. Will ensure that all employees acting on behalf of the Tarrant County College-Connect Campus will abide by all rules and regulations of the Tarrant County Jail and the Inmate Services Division.

Tarrant County and the Tarrant County Inmate Services Division will conduct the following tasks:

1. Will coordinate on site orientation and class days with Tarrant County College.
2. Will select and provide the list of eligible and interested students to Tarrant County College by the established deadline for each term.
3. Will provide a minimum* of fifteen (15) students for each class* (Business/Administrative Professionals/Office Careers).
4. Will provide a minimum of ten (10) students for each class** (Welding).

**classes not reaching minimum enrollment may be postponed until minimum enrollment is reached*

***classes may be five (5) weeks, eight (8) weeks, twelve (12) weeks, or sixteen (16) weeks*

Expected Program Outcome:

This program will introduce inmates to industry recognized, stackable credential certificate programs in Business and Welding. Inmates, while in jail, will get the opportunity to begin an industry recognized, certificate program in Welding (with hands on experience) or Business. Upon release, Welding students may transition to Tarrant County South campus to complete their program and thereafter work with our campus support services to assist in finding and securing gainful employment. Upon release, Business students may complete their virtual program of study through Tarrant County Connect Campus and thereafter work with our campus support services to assist in finding and securing gainful employment. It is expressly agreed that tuition and fees for students continuing in their programs after release will not be borne by either Tarrant County or Tarrant County College District; provided, however, that these students may access the financial aid, advising and counseling services offered by Tarrant County College District to assist in sourcing financial resources.