

5. This **Agreement** shall not be interpreted to inure to the benefit of a third party not a party to this **Agreement**. This **Agreement** may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this **Agreement**, party's agent, or party's employee, otherwise provided by law.

6. The parties to this **Agreement** will not sell, assign, transfer or convey any benefits or obligations of this **Agreement** in whole or part without the prior written consent of both parties.

7. If any one or more of the provisions contained in this **Agreement**, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this **Agreement**.

8. This **Agreement** constitutes the entire agreement between the parties, and any and all prior negotiations are merged into this **Agreement**. Any amendment, change, or addition to this **Agreement** shall be made only in writing and signed by both parties.

9. This **Agreement** will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this **Agreement** will be in Tarrant County, Texas, as to state court actions, and the United States District Court for the Northern District of Texas, as to federal court actions.

10. In providing the services required by this **Agreement**, **PRISON TO PURPOSE** must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. **PRISON TO PURPOSE** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. **PRISON TO PURPOSE** agrees to provide **COUNTY** all records relating to the programs performed by **PRISON TO PURPOSE** upon written request of **COUNTY** and to provide a final report detailing the manner in which such funds are expended and the program details of its services.

12. **PRISON TO PURPOSE** shall not use the aforementioned lump sum payment of \$10,500 by **COUNTY** for the purpose of higher education scholarships or any other forms of monetary payment to an institute of higher education, including payments to an organization or foundation with the purpose of providing funding for higher education scholarships.

13. **PRISON TO PURPOSE** must submit to **COUNTY** a final report as to the program outcomes achieved within sixty (60) days of the end of the requested funding year (by November 30, 2024) by providing the following:

- (a) a program update on all outcomes accomplished and client populations served; and,

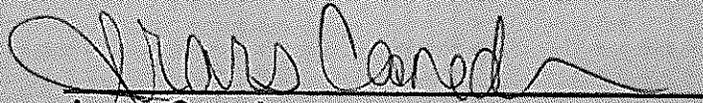
- (b) an accounting of all expenditures of COUNTY funds (salary, rent, training, etc.). Any funds not used for the specified purposes or not used within the time limits specified in this contract are subject to be returned to COUNTY.

Until receipt of this final report by COUNTY, all subsequent funding will be held in abeyance.

14. PRISON TO PURPOSE verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

15. PRISON TO PURPOSE acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

SIGNED AND EXECUTED this 31st day of JANUARY, 2024.


Jerars Canada
PRISON TO PURPOSE

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$10,500

Criminal District Attorney's Office*

Tarrant County Auditor

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