

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**PROFESSIONAL SERVICES CONTRACT
FOR JUVENILE DETENTION CENTER
CONSULTING SERVICES**

This contract is entered into between Tarrant County, Texas, ("COUNTY"), and Carey Cockerell, ("CONTRACTOR"), for the purpose of consulting services related to Tarrant County Juvenile Services. For purposes of entering this contract, the Tarrant County Commissioners Court grants the discretionary exemption authorized by Texas Local Government Code § 262.024(a)(4).

1. SCOPE OF SERVICES

Under direction of the County Administrator, CONTRACTOR will provide consulting services including strategies, advice and recommendations related to Tarrant County Juvenile Services, including the assessment of detention practices and programs, as determined by the County Administrator. CONTRACTOR agrees to provide the services listed in the attached letter and incorporated herein as Exhibit A.

2. TERM

The term of this contract will begin upon execution and conclude on September 30, 2022.

3. COST

COUNTY will pay CONTRACTOR at a rate of \$160.00 per hour. The total contract amount will not exceed \$12,000.00. CONTRACTOR will invoice COUNTY monthly for payment.

All correct invoices presented to COUNTY will be paid within 30 days of receipt by COUNTY.

4. AGENCY-INDEPENDENT CONTRACTOR

Neither COUNTY nor any employee thereof is an agent of CONTRACTOR and neither CONTRACTOR nor any employee thereof is an agent of COUNTY. This agreement does not and may not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

CONTRACTOR agrees to indemnify and hold harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to an act or omission arising from CONTRACTOR'S performance under this contract.

5. ASSIGNMENT

Neither party may assign, in whole nor in part, any interest in this contract without the prior written consent of the other party.

In the event of early contract termination by COUNTY without cause, all fees and expenses due CONTRACTOR during the 30-day notice period will be paid in full. In the event the CONTRACTOR terminates this contract prematurely without cause, fees for the 30-day notice period will not be paid by COUNTY; however, any prior approved expenses may be paid to CONTRACTOR by COUNTY. If the contract is terminated for cause by COUNTY, COUNTY will not pay fees or expenses incurred after the date of notice of termination.

11. CONFLICT OF INTEREST DISCLOSURE: Contractor 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.

6. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this contract shall be regarded as a third party beneficiary of this contract. This contract may not be interpreted to waive governmental immunity, sovereign immunity, or any other defense or immunities otherwise available by law of any party to this contract, or the employees or representatives of such party, to the extent such party may have immunity under Texas or Federal law.

7. AUDIT OF RECORDS

COUNTY may audit CONTRACTOR during the term of this contract and as otherwise authorized by law.

8 ENTIRE CONTRACT

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. The law of the State of Texas governs this contract and venue for any cause of action regarding this contract is in the district courts of Tarrant County, Texas for a claim made in a state court and the Northern District of Texas, Fort Worth Division for a claim made in federal court.

9 CONFIDENTIALITY

In the event CONTRACTOR receives confidential COUNTY information CONTRACTOR will keep that information confidential during the contract term and following termination, unless CONTRACTOR is directed to disclose that information by legal proceedings. In the event CONTRACTOR becomes involved in legal proceedings regarding confidential COUNTY information, CONTRACTOR will notify the COUNTY immediately.

10. 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, is deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:
G.K. Maenius.
County Administrator
Tarrant County
100 E. Weatherford Street
Fort Worth, TX 76196

CONTRACTOR:
Carey Cockerell
1213 Timber View Drive
Bedford, TX 76021

APPROVED on this day the 3rd day of March 2022 by Tarrant County.

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

CAREY COCKERELL

B. Glen Whitley
County Judge

Carey D. Cockerell
Authorized Signature

CAREY D. COCKERELL
Printed Name

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*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.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$12,000.00:

Auditor's Office

EXHIBIT A

Tarrant County

April 21, 2022

At the request of G.K. Maenuis, this scope of work is being provided. It was requested that I do an assessment of detention practices and programs at the Tarrant County Juvenile Services. Specifically, the question was asked: Should the older 54 beds at the Juvenile Detention Center be torn down in accordance with the current plan or be kept open for future programming. My understanding is that the future programming is to be a Deferred Prosecution Program.

SCOPE OF WORK

- Meet with and interview the Director of the Department, Benny Medlin.
- Meet with and interview other leadership positions to be determined,
- If appropriate, meet with the Juvenile Judge
- Attend several days of detention hearings to observe the process
- Obtain yearly reports and data the department has regarding numbers of referrals, detention rates, average daily population of the detention center and any other pertinent data necessary to do the assessment. Some information may be needed from the Texas Department of Juvenile Justice.
- Obtain information on the new program of Deferred Prosecution and the proposed use of the 54 detention beds.
- Analysis data and program information.
- Consult with the Youth Correction Leadership for Justice at Columbia University as needed.
- Write the report and submit to G.K. Maenuis.

Projected duration of work: Four to Six Days

Cost: \$1250 a day (\$160 an hour)

Projection Completion Date: One month to a month and a half from date of engagement