

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AGREEMENT FOR PROFESSIONAL SERVICES  
FORT BEND COUNTY JUVENILE PROBATION DEPARTMENT**

This Agreement is entered into by and between the Fort Bend County Juvenile Board, (hereinafter referred to as "the Board") and J.C. Whitten, (hereinafter referred to as "Contractor.")

**I.  
DUTIES**

Contractor hereby contracts with the Board to provide management consulting services for the Fort Bend County Juvenile Probation Department (hereinafter referred to as "Department"). Contractor shall be charged with providing services to the Board in relation to the daily activities of the Department during an interim period as provided herein.

**II.  
TERM**

The terms of this Agreement shall commence on March 13, 2013 and shall continue thereafter on a monthly basis until the Board provides fourteen (14) days written notice of termination to Contractor. Contractor may terminate this Agreement by providing thirty (30) days written notice to the Board.

Contractor shall devote such of his time as is reasonably needed to fulfill the responsibilities as provided herein and as directed by the Board, but at a minimum no less than six (6) hours each day, Monday through Friday during the term of this Agreement.

**III.  
COMPENSATION**

As consideration for rendering the services of Contractor under the terms of this Agreement, the Board shall compensate Contractor at the rate of \$59.87 per hour worked, payable in arrears on the last day of each month. Contractor shall submit invoices each month reflecting the total number of hours worked, the hourly rate, and the resulting total amount to be paid to Contractor.

**IV.  
INSURANCE**

Throughout the term of this Agreement, the Board shall obtain and maintain for Contractor, at the Board's sole cost and expense, a policy of general liability insurance. Such policy shall remain in force at all times during the term of this Agreement and shall provide coverage to Contractor for services provided under

this Agreement. Any policy provided under this Agreement shall not be applicable for services provided beyond the scope of this Agreement.

**V.  
INDEPENDENT CONTRACTOR**

It is agreed by the parties that all times and for all purposes hereunder, Contractor is an independent contractor and not an employee of the Board. No statement contained in this Agreement shall be construed as to find Contractor an employee of the Board or Fort Bend County, and Contractor shall be entitled to none of the rights, privileges, or benefits of Fort Bend County employees except as otherwise may be stated herein. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting Contractor (including its officers, employees, and agents) the agent, representative, or employee of the Board or Fort Bend County for any purpose, or in any manner, whatsoever. Contractor is to be and shall remain an independent contractor with respect to all services performed under this agreement.

**VI.  
MISCELLANEOUS**

The services provided by Contractor are exempt from the competitive bidding requirements pursuant to § 262.024(a)(4), Texas Local Government Code.

This Agreement shall be governed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Board or Contractor at the addresses set forth below.

Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

J.C. Whitten  
1211 Elm Street  
Richmond, Texas 77469  
281-750-9897

If to the Board notice must be sent to:

Honorable R.H. "Sandy" Bielstein  
County Court at Law #4  
1422 Eugene Heimann Circle, Courtroom 2E  
Richmond, Texas 77469

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**VII.  
EXECUTION**

This Agreement shall become effective on the date approved by the Board.

**FORT BEND COUNTY JUVENILE BOARD**

By: \_\_\_\_\_

R.H. "Sandy" Bielstein, Chairman

Date: \_\_\_\_\_

**CONTRACTOR**

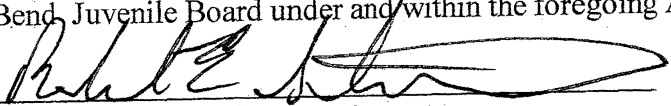
By: \_\_\_\_\_

J.C. Whitten

Date: \_\_\_\_\_

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 57,500.<sup>00</sup> to pay the obligation of the Fort Bend Juvenile Board under and within the foregoing Agreement.

  
Ed Sturdivant, Auditor