

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN FORT BEND COUNTY
AND WILLIAM STEPHENS**

This Agreement is entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioners Court (hereinafter referred to as “**County**”) and WILLIAM STEPHENS, DBA Osprey Research Corp in the State of Texas (hereinafter referred to as “**Contractor**”).

WITNESSETH:

WHEREAS, the following agencies comprise the Houston HIDTA Executive Board, Federal Bureau of Investigation, Drug Enforcement Administration, Alcohol Tobacco and Firearms, Immigration & Naturalization Service, Internal Revenue Service, United States Attorney’s Office, Immigration and Customs Enforcement, United States Marshals Service, Fort Bend County Sheriff’s Office, Harris County Sheriff’s Office, Harris County District Attorney’s Office, Jefferson County Sheriff’s Department, Texas Department of Public Safety, Corpus Christi Police Department, Houston Police Department, and Pasadena Police Department, who operate the Houston High Intensity Drug Trafficking Area hereinafter known as the Houston “HIDTA”; and,

WHEREAS, Fort Bend County agrees to act as the facilitator of grant funds awarded by the Office of the National Drug Control Policy for the hiring of an Intelligence Coordinator; and,

WHEREAS, WILLIAM STEPHENS, hereinafter referred to as “Contractor”, has expertise in the area of drug interdiction, intelligence collection/dissemination, special investigations, asset forfeitures, and law enforcement, and has developed special relationships with law enforcement officials in the United States; and,

WHEREAS, the County and Contractor are authorized to enter into this Agreement that meets the approval of the HIDTA Executive Board; and,

WHEREAS, the County has determined that this Agreement is for personal or professional services and, therefore, exempt from competitive bidding under Chapter 262, Local Government Code; and,

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereby agree as follows:

I.
HIRING OF CONTRACTOR

1.01 It is understood and agreed by the parties that the services referred to in this paragraph will be provided to by **Contractor**, and will not be provided to **County** and other HIDTA agencies by any other individual or entity while this contract is in full force and effect.

1.02 Provide professional management and liaison services under the terms and conditions stated, and Contractor hereby agrees and accepts to perform such services.

II.
DUTIES

2.01 Contractor shall provide professional services as the Intelligence/Training Coordinator of the Houston HIDTA. Contractor shall be responsible to HIDTA Executive Board, Intelligence Sub-Committee and the Houston HIDTA Director.

2.02 Contractor shall follow the established policies and procedures of the Houston HIDTA and will implement directives from the Director and Houston HIDTA Executive Board.

2.03 Contractor provides intelligence program support and coordination to the County and other participating HIDTA agencies and other area law enforcement agencies, and follows guidance received through recognized, official channels from the Office of National Drug Control Policy (ONDCP).

2.04 Contractor establishes and sustains liaison with federal, state and local Houston HIDTA agencies as well as other law enforcement agencies in the area.

2.05 Contractor develops and provides intelligence collection and a management plan for the Houston HIDTA.

2.06 Contractor will cause the identification, integration and continued operational support, in the Houston HIDTA, of appropriate federal, state and local law enforcement agency's intelligence systems and databases.

2.07 Contractor will institute and continue counter drug analytical support to law enforcement agencies within the Houston HIDTA and, as applicable, across the nation.

2.08 Contractor will establish written directives relevant to the Houston HIDTA intelligence programs.

2.09 Contractor will be required to travel from time to time as part of his duties. When travel is required, travel and per diem expenses for service, training shall be reimbursed in accordance with current Houston HIDTA grant funds and Fort Bend County policy.

III.
DATA PRIVACY

All financial, statistical, personal, technical and other data and information related to the work performed by the Contractor, or which becomes available to the Contractor in carrying out this Agreement, shall be protected for and on behalf of HIDTA by Contractor from unauthorized use or unauthorized disclosure.

IV.
LIABILITY INSURANCE

4.01 Houston HIDTA shall maintain, during the entire term of this Agreement, and keep in full force and effect a policy of general liability insurance in which the limits shall not be less than \$1,000,000 for each claim aggregate. The policy shall name County as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to County on or before the date of this Agreement.

4.02 Contractor agrees and understands that he shall not be provided legal representation for any claims or causes of actions arising from his performance hereunder. Contractor further agrees to have and retain automobile insurance during the term of this Agreement in an amount sufficient to cover any contingency resulting from this contract.

V.
INDEMNIFICATION

Contractor agrees to indemnify **County** against all demands, suits, actions, legal administrative proceedings, claims, damages and reasonable attorney's fees relating to the performance or non-performance of this Agreement.

VI.
NON-APPROPRIATION OF FUNDS

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated by the Office of National Drug Control Policy under this contract on behalf of the County, then the County shall notify the Contractor and the Houston HIDTA Executive Board that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County.

VII.
COMPENSATION

7.01 Contractor shall be compensated as follows:

- A. \$12,612.27 per month for July 1, 2016 through June 30, 2017;
- B. \$630.00 per month for car allowance beginning July 1, 2016 and ending June 30, 2017; and

- C. Any additional amounts as authorized by the HIDTA Executive Board, and upon receipt of appropriate documentation in a timely manner to coincide with the Commissioners Court meetings for payment of County invoices and contracts.

7.02 County shall provide all documentation necessary and submit to HIDTA for reimbursement of funds expended under Grant G16HN0010A.

VIII. **INDEPENDENT CONTRACTOR**

In the performance of work or services hereunder, Contractor is deemed an independent contractor and shall not be deemed an employee, agent or servant of the County and shall not be entitled to any privileges or benefits of County employment. **Contractor** agrees that he is an independent contractor. The Contractor shall be solely responsible for the performance of his duties under this Agreement and for all withholding taxes, including all federal, state and local taxes, and all worker's compensation insurance.

IX. **TERM**

9.01 This Agreement shall be effective on July 1, 2016 and shall terminate on June 30, 2017. If grant funds are depleted before expiration date, agreement is automatically terminated.

9.02 This Agreement may be terminated by either party, with or without cause with thirty (30) days prior written notice. Any and all outstanding invoices and payments shall be made by County to Contractor within thirty (30) days of termination of this Agreement.

X. **MISCELLANEOUS**

10.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

10.02 In the event 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 unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10.03 Contractor shall not knowingly or intentionally disregard any or all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction and shall not hold himself out as an employee of Fort Bend County.

10.04 The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

10.05 Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

10.06 Neither party may assign any rights nor obligations under this Agreement without the prior written consent of the other party to the assignment. It is understood and agreed by the parties that WILLIAM STEPHENS will provide the services referred to in this Agreement.

10.07 In the event that performance by Contractor, or any of their obligations under the terms of this Agreement will be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party will be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

10.08 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all proposals or prior agreements, oral or written, and all other communications, oral or written.

XI. NOTICES

11.01 Any and all notices or communications required or permitted under this contract shall be delivered in person or mailed, certified mail, return receipt requested, as follows:

To County: Fort Bend County Judge
 301 Jackson, Suite 719
 Richmond, Texas 77406
 Telephone No. (281) 341-8608

To Contractor: WILLIAM STEPHENS
 Intelligence/Training Coordinator
 c/o Houston HIDTA
 15311 Vantage Pkwy
 Houston, Texas 77032
 Attn: Financial Section

XII. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supercedes any prior agreements or understandings, either written or oral, between the parties. Any oral representations or modifications concerning this instrument are of no force and effect excepting a subsequent modification in writing, signed by both parties hereto.

Execution Page Follows

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

ATTEST:

Date: _____

Laura Richard, County Clerk

WILLIAM STEPHENS

By: W. I. S.

Date: 6/21/16

APPROVED AS TO FORM:

ROY L. CORDES, JR.
COUNTY ATTORNEY

By: _____
Huma N. Ahmed, Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify to pay the obligation of Fort Bend County within the foregoing agreement in the amount of \$ _____, based on the availability of grant funds from the Office of National Drug Control Policy, grant number G14HN0010A.

Ed Sturdivant, County Auditor