

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INDEPENDENT CONTRACTOR'S AGREEMENT AND RELEASE

THIS INDEPENDENT CONTRACTOR’S AGREEMENT AND RELEASE (the “Agreement”) is entered into by and between Fort Bend County (“County”), on behalf of the Fort Bend County District Attorney’s Office, and _____, (the “Independent Contractor” or “Subgrantee”), hereinafter referred to collectively as the Parties.

RECITALS

WHEREAS, County desires to utilize Grant Funds to retain a blood technician or phlebotomist to provide professional Services to County for the Fort Bend County District Attorney's Office No Refusal Program; and

WHEREAS, the Parties have accepted the terms of the Texas Traffic Safety eGrants Fiscal Year 2022 grant program, attached hereto as Exhibit A, and incorporated by reference; and

WHEREAS, Independent Contractor represents that it is qualified and desires to provide the Services.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

Section 1. Scope of Services: Independent Contractor is engaged to render professional services to Fort Bend County on behalf of the Fort Bend County District Attorney's Office (the "Office") as a blood technician or phlebotomist. The Independent Contractor shall be available to perform, and will perform blood venipuncture, and any other related services ("Services") ordered by a court of competent jurisdiction. The Independent Contractor shall perform said services at the request of the Office or a peace officer, safely and according to recognized medical procedures and shall maintain all professional licenses and certifications necessary for performance hereunder. The Parties shall, in furtherance of this Agreement, maintain confidentiality of records in compliance with any applicable standards of state or federal law. The Independent Contractor shall comply with all specifications and procedures as established by the Office, including without limitation, standards relating to security. Any confidential and privileged information that may be obtained in connection with the performance of Services under this Agreement shall be held strictly confidential and disclosed only as directed by the Office. The release of privileged medical or criminal information without a court order or other legal authorization may constitute a criminal offense. The Independent Contractor acknowledges that he/she has no right to or interest in her/his work or product resulting from the Services performed hereunder. At the termination of this Agreement, by the terms provided herein, the Independent Contractor shall turn over to the Office any tangible materials that the Office provided in connection with the performance of services, and any other materials that the Independent Contractor may possess in connection with the performance of services.

Section 2. Compensation: (a) The hourly compensation for the performance of Services hereunder, and for any rights granted or relinquished by the Independent Contractor under this Agreement, is Fifty and 00/100 dollars (\$50.00) per hour spent with the Office in preparation for or the performance of Services. Payment shall be made within 30 days after receipt of an invoice from County and with all supporting documentation, as may be requested by the County Auditor or the Office. Payment may be withheld until the County Auditor receives all requested documentation, including a W-9 form. Mail invoices to the attention of the County Auditor at 301 Jackson Street, Richmond, Texas 77469.

(b) The Independent Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total Maximum Compensation for the performance of Services hereunder during the terms of this contract is Nine Thousand, Two Hundred and 00/100 dollars (\$9,200.00) PER SHIFT, subject to approval by the Texas Department of Transportation. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

(c) It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties 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 Fort Bend County.

Section 3. Termination: This Agreement shall be effective upon Notice to Proceed from County and shall terminate no later than September 30, 2022, unless terminated sooner as outlined herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice if the other party breaches or is in default of any obligation hereunder and such default is not cured within such thirty (30) day period; or by the County at any time during the term for any reason (or no reason).

Section 4. Independent Contractor Relationship: The Independent Contractor agrees that this Agreement does not create any actual or apparent agency, partnership, franchise, or employment relationship between the parties. Further, the Independent Contractor shall not be an employee of the County or the Office and shall not be entitled to participate in any of the benefits provided to employees of the County or the Office. The Independent Contractor is not authorized to enter into or commit the County or the Office to any agreements, shall not represent itself as the agent or legal representative of the County or the Office, shall not, without prior written consent, use the Office's name in any promotional literature or publish any articles relating to the County, the Office, this Agreement, or the Services rendered.

Section 5. Performance Warranty: Independent Contractor warrants to County that Independent Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and Independent Contractor will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Section 6. Public Information Act: Independent Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by the Independent Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information

and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 7. Damages and Remedies: In the event of termination of this Agreement by the Office or the County, the County shall have all remedies available to it at law and in equity. In the event that Independent Contractor terminates this Agreement, and provided that Independent Contractor is not in material breach of its obligations hereunder, the Independent Contractor shall be entitled to keep all monies already paid pursuant to Section 2 and collect all monies due for Services previously rendered and for which supporting documentation has been provided. The Independent Contractor waives any and all right to injunctive relief in the event of any dispute with Fort Bend County or the Office.

Section 8. Release and Indemnification: THE INDEPENDENT CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS FORT BEND COUNTY, THE OFFICE, ITS SUBSIDIARIES, AND AFFILIATES, AND THEIR OFFICERS AND EMPLOYEES, FROM ANY DAMAGES, CLAIMS, LIABILITIES, AND COSTS INCLUDING REASONABLE ATTORNEY'S FEES, OR LOSSES OF ANY KIND OR NATURE WHATSOEVER ("LOSS") WHICH MAY IN ANY WAY ARISE FROM THE SERVICES PERFORMED BY THE INDEPENDENT CONTRACTOR HEREUNDER. FORT BEND COUNTY SHALL RETAIN CONTROL OVER THE DEFENSE OF, AND ANY RESOLUTION OR SETTLEMENT RELATING TO, SUCH LOSS. THE INDEPENDENT CONTRACTOR SHALL COOPERATE WITH FORT BEND COUNTY AND THE OFFICE AND PROVIDE REASONABLE ASSISTANCE IN DEFENDING SUCH CLAIM. FURTHERMORE, FORT BEND COUNTY AND THE OFFICE SHALL NOT BE LIABLE FOR INJURY, LOSS OR DEATH OCCURRING TO THE INDEPENDENT CONTRACTOR IN THE COURSE OF PERFORMING UNDER THIS AGREEMENT.

Section 9. Governing Law and Compliance: The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. The Independent Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

Section 10. Modifications: The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.

Section 11. Successors and Assigns: This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. The Independent Contractor shall not assign, sublet or transfer its interest(s) or obligations in and under this Agreement without the prior, written consent of County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

Section 12. Grant Funding. Contractor understands that and acknowledges that this Agreement may be totally or partially funded with federal and/or state grant funds. Contractor represents and warrants that it is and will remain in compliance with all applicable federal provisions, including those attached as Exhibit "A" attached hereto and incorporated herein for all purposes.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

INDEPENDENT CONTRACTOR

Brian Middleton,
Fort Bend County District Attorney,
as an authorized representative of
Fort Bend County, Texas

Signature

Printed Name

Date: _____

Title

Date

Address

City, State and Zip

Contact Telephone

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Texas Traffic Safety eGrants – Fiscal Year 2022