

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY
AND
PATRICK J. CRABTREE**

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 Patrick J. Crabtree, an individual doing business in the State of Texas (hereinafter referred to as “Contractor.”)

WITNESSETH:

WHEREAS, the County desires to obtain the services of Contractor as a professional information technology services consultant for the Sheriff’s Office under the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Program (hereinafter “OCDEFT”); and,

WHEREAS, the County is authorized to provide information technology (“IT”) resources to all County Offices, departments, and the general public; and,

WHEREAS, Contractor desires to provide the services described below in Section I and has an extensive background in communications methods, including UHF/VHF radios and interceptor capabilities; experience in the repair, maintenance, and inventory of technical equipment and knowledge of current equipment; and a background in microwave systems and IP database transfer systems, including maintenance and installation of computer software and operating systems; and

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE.

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

I.
SERVICES PROVIDED BY CONTRACTOR

- 1.01 It is understood and agreed by the parties that the services referred to in this paragraph will be provided to County by Contractor while this agreement is in full force and effect.
- 1.02 Contractor will provide the following services, hereinafter referred to as “Services”:
 - A. Contractor shall be responsible for technical issues related to the Strike Force specialized intercept program and any future technical needs associated with the Strike Force Program.
 - B. Contractor shall be responsible for the issuance and inventory of all Strike Force equipment, including but not limited to bi-annual inventories.
 - C. Contractor shall be responsible for the coordination of all IT/technical matters and the delivery of services in the Strike Force facility.
 - D. Contractor shall act as a liaison with participating agency technical operations units for implementation and installation of technical equipment in support of Strike Force investigations.

- E. Contractor shall be responsible for updates on the standardized equipment list for reimbursable agreements for the OCDETF program.
- F. Any other services upon instruction by the Fort Bend County Sheriff, or his designee.

II.
TERM

- 2.01 This agreement will be in effect as of October 4, 2011 and shall terminate on or before September 30, 2012. This Agreement may be renewed so long as OCDETF funding is available. Any renewal shall be subject to a written amendment to this Agreement.
- 6.02 This agreement may be terminated at any time, for any reason, by either party, or by giving thirty (30) days written notice to the other party.

III.
CONSIDERATION

- 3.01 As compensation for the Services provided in Section I, County agrees to compensate Contractor at the rate of \$55.00 per hour for a minimum of 40 hours per week. At the request of County, Contractor may provide services in excess of 40 hours per week at a rate of \$82.50 per hour. The funding for the term of this Agreement shall not exceed \$120,000.00.
- 3.02 Contractor shall provide a monthly invoice to County in accordance with County's payment for services guidelines. Payments will be due within thirty (30) days of receipt of invoice.
- 3.03 County hereby states that all of the payments referred to in this Section have been and will be duly authorized and paid when due out of the funds then on hand from the OCDETF grant and legally available for such purposes. County will, to the extent permitted by state law and the other terms and conditions of this agreement, include in its budget for each successive fiscal period during the term of said agreement, a sufficient amount to permit County to discharge all of its obligations hereunder.
- 3.04 Contractor agrees not to accept additional fees of any kind from any source unless approved by Commissioners Court.

IV.
INDEMNIFICATION

Contractor agrees to indemnify County against all demands, suits, actions, legal or administrative proceedings, claims, damages and reasonable attorney's fees relating to the performance of this agreement and arising directly or indirectly from those matters to which it is finally adjudged that Contractor is guilty of gross negligence or willful misconduct. However, Contractor shall not be liable for any demands, suits, actions, legal or administrative proceedings, claims, damages nor attorney's fees arising out of a willful or negligent act or omission of the County, its elected officials or appointed officials, officers, agents, servants, or employees.

V.
DATA PRIVACY

Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

VI.
INDEPENDENT CONTRACTOR

- 6.01 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of Contractor.
- 6.02 Contractor and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

VII.
MISCELLANEOUS

- 7.01 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- 7.02 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.
- 7.03 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.
- 7.04 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.
- 7.05 Any amendments of this agreement shall be of no effect unless in writing and signed by both parties hereto.
- 7.06 Neither party may assign any rights nor obligations under this agreement without the prior written consent of the other party to the assignment..
- 7.07 County recognizes and agrees that Contractor is not a successor to or affiliated with any prior employee benefit consultant/advisor or risk management consultant/advisor for their employee benefit/risk management programs.
- 7.08 In the event that performance by Contractor 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.

- 7.09 This agreement and amendments thereto will be in writing and executed in duplicate by the parties. Each will be deemed an original, but both together will constitute one in the same instrument.
- 7.10 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.
- 7.11 This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. Contractor shall not assign, sublet or transfer its interest or obligations in and under this agreement without the prior, written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

VIII.
NOTICES

Notices, correspondence, and all other communications shall be addressed to Fort Bend County Commissioners' Court and Contractor submitted as follows:

To County: Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469

To Contractor: Patrick J. Crabtree
3202 Canyon Links Drive
Katy, Texas 77450

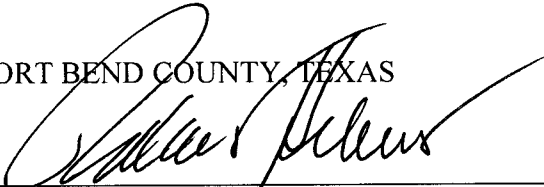
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IX.
EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

This Agreement shall not become effective until executed by County

FORT BEND COUNTY, TEXAS



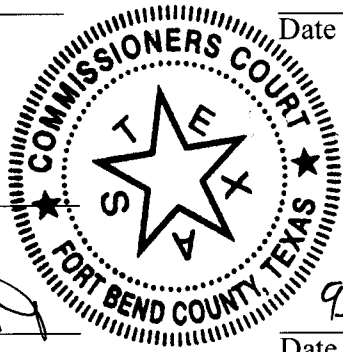
Robert E. Hebert, County Judge

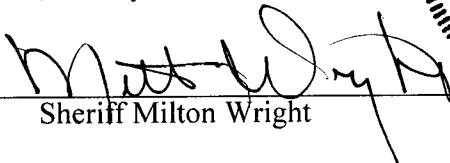
10-4-2011
Date

Attest:



Dianne Wilson, County Clerk



Approved: 

Sheriff Milton Wright

9-22-11
Date

CONTRACTOR: PATRICK J. CRABTREE



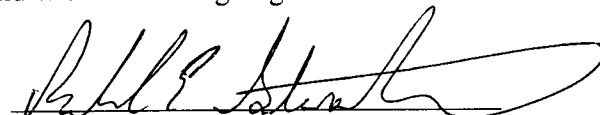
PATRICK J. CRABTREE

22 Sept '11
Date

MER:I:2012/Sheriff/Patrick J. Crabtree.Computer Contractor.3357

AUDITOR'S CERTIFICATION

I hereby certify that funds are available in the amount of \$120,000 to pay the obligation of Fort Bend County under and within the foregoing contract.



Robert E. Sturdivant, County Auditor