

providing services for; only general statements may be used for billing purposes. All work billed must be approved by the County Sheriff prior to payment.

4. The SHERIFF may terminate the performance of this Contract in whole or in part with a ten (10) day advance written notice to CONTRACTOR. COUNTY agrees to pay CONTRACTOR for all services approved by the SHERIFF which were completed prior to the effective date of such notice.
5. Indemnification. CONTRACTOR agrees to defend, indemnify and hold COUNTY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, associates, employees or sub-contractors, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of COUNTY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the CONTRACTOR and COUNTY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the COUNTY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
6. This Contract is made subject to the Charter and ordinances of COUNTY, as amended, and all applicable laws of the state of Texas. This Contract is performable in Webb County, Texas, and venue for any legal action under this Contract shall lie exclusively in Webb County, Texas. In construing this Contract, the laws and court decisions of the State of Texas shall control.
7. All of CONTRACTOR's work product under this Contract shall become the property of the COUNTY, without restriction on future use. Copies may be retained by CONTRACTOR. By execution of this Contract and in consideration of the fee for services to be paid under the Contract, CONTRACTOR hereby conveys, transfers and assigns to COUNTY all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the training materials and other agreed deliverables developed under this Contract. CONTRACTOR shall retain all records relating to this Contract for three (3) years following termination, during which time COUNTY reserves the right to audit such records at its election.

8. In performing services under this Contract, the relationship between COUNTY and CONTRACTOR is that of an independent contractor. CONTRACTOR shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Work flow and determining how the Work is to be prepared. No term or provision of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of COUNTY, or making CONTRACTOR or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which COUNTY provides its employees.

9. This agreement consists of sections 1-9. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY as described in Section 4.