

STATE OF TEXAS §
 §
COUNTY OF WEBB §

LAW ENFORCEMENT CONTRACT

This contract is made and entered into by and between the COUNTY OF WEBB (COUNTY), a political subdivision of Texas, and Javier Pena (“CONTRACTOR”)

WITNESSETH

1. **Scope of Service.** CONTRACTOR shall provide the Webb County Sheriff’s Office with specialized training for law enforcement personnel, provide support with ongoing and future investigations, provide recommendations on standard operating procedures, consult on Border Security issues and serve as an advisor/liaison with federal, state, and local law enforcement authorities, provide research and recommendations concerning US federal and state legislative issues and assist with management of patrol procedures, investigations, and cases affecting Webb County and any other matters that pertain to the mission and goals of the Webb County Sheriff’s Office as directed and approved by the Webb County Sheriff (“SHERIFF”).
2. **Performance.** For the performance of the work by CONTRACTOR, the COUNTY agrees to pay CONTRACTOR for all services approved by the SHERIFF, a sum not to exceed eighteen thousand dollars (\$18,000.00). Said payments shall be made in monthly increments in an amount of one thousand five hundred dollars (\$1,500.00) per month after services have been rendered and an invoice delivered to the Webb County Sherriff’s Office to Attention: Finance. CONTRACTOR acknowledges that by law the COUNTY may not issue payment to or offset amounts due to CONTRACTOR under this contract against any debt (including taxes) lawfully due to COUNTY from CONTRACTOR. CONTRACTOR’S debts owed to the COUNTY in any form must be paid and not delinquent in order for the COUNTY to issue payment for services.
3. **Term.** The term of this contract shall be effective November 1, 2021 through September 30, 2022. The work is to be completed for the COUNTY as specified in a written order to proceed from the SHERIFF.
4. **Compensation.** Compensation to the CONTRACTOR will be on a monthly basis at the satisfactory completion of that month’s activity. The contract work shall be on a fixed-price contract basis, not to exceed \$18,000.00; paid on a monthly basis at \$1,500.00 per month.

Billing/Invoicing. At the end of each month, work performed will be outlined in an invoice stating the month being billed and a general description of all work performed for that month. The CONTRACTOR will not be required to detail any sensitive law enforcement data that may jeopardize any ongoing or potential investigations which CONTRACTOR is working and any billed work must be approved by the SHERIFF prior to payment.

Non-Appropriations. COUNTY warrants that it will have funds available to pay all payments until the end of your contract, and shall use our best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your term. If our appropriations request to our legislative body, or funding authority (“Governing Body”) for funds to pay the payments is denied, you may terminate this contract on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation evidencing the Governing Body’s denial of an appropriation sufficient to continue the contract for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this contract incurred through the end of the fiscal period for which funds have been appropriated including the return of any equipment.

5. **Termination.** 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 that were completed prior to the effective date of such notice.
6. **Indemnification.** CONTRACTOR agrees 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, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without 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.
7. **Jurisdiction/Venue.** This contract is made subject to the charter, orders and/or ordinances of the 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; State District Court. In construing this contract, the laws and court decisions of the State of Texas shall control.
8. **Work Product Waiver.** 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.

Independent Contractor. 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 contract consists of sections 1-9. It constitutes the entire contract 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.

WEBB COUNTY, TEXAS

By: _____
TANO TIJERINA
WEBB COUNTY JUDGE

Mr. Javier Pena
Independent Contractor

ATTESTED:

MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK

DATE _____

APPROVED AS TO FORM:

Jorge L. Trevino, Jr.
WEBB COUNTY CIVIL DIVISION
ATTORNEY*

*By law, the Webb County Civil Division Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).