



This Independent Contractor Agreement (the "Agreement") is made and entered between Todd Russell, Ph.D., an independent contractor hereafter referred to as "Contractor", and Webb County, hereafter referred to as "Company".

In consideration of the covenants and conditions hereinafter set forth, Company and Contractor agree as follows:

1. SERVICES

Contractor shall perform the following services for the Company (Webb County). Provide needs assessment, evaluation, and consulting services for the *Webb County Court at Law II DWI Court Program (SAMHSA Grant Opportunity Number TI-081049)*, an outpatient substance abuse court treatment program for adults with alcohol/drug use or substance use and co-occurring disorders, attend and/or participate in mandatory funding agency sponsored workshops, webinars and meetings.

2. REPORTING

Contractor shall report to Mr. Victor Vasquez III, *DWI Drug Court Program Director* and Judge Victor Villarreal, Webb County Court at Law II, 1110 Victoria Street, Suite 404, Laredo, Texas 78040.

3. TERM

This Agreement shall commence on **September 30, 2019 and shall expire on September 29, 2023**. Contractor agrees to perform services for the Company on or before the expiration of the term set forth above. The Company may terminate the use of Contractor's services at any time without cause and without further obligation to Contractor except for payment due for services prior to date of such termination. Termination of this Agreement or termination of services shall not affect the provisions under Sections 5-10, hereof, which shall survive any termination.

4. PAYMENT

Contractor will be paid for Work performed under this Agreement as follows: **A total of \$750 per month (10 hours per month x \$75 per hour x 12 months) for an annual total of \$9,000** for needs assessment, evaluation, and consultation services and to attend funding agency sponsored meeting, workshops and conferences. Contractor will submit a monthly invoice for services performed. Invoices shall be paid by the Company no later than 15 business days after receipt of monthly invoice.

5. WARRANTIES

Contractor warrants that:

- (a) Contractor's agreement to perform the Work pursuant to this Agreement does not violate any agreement or obligation between Contractor and a third party; and
- (b) The services provided by Contractor shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet deadlines agreed between Contractor and the Company.

6. INDEMNITY

Contractor agrees to indemnify, defend, and hold the Company and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by Contractor.

7. RELATIONSHIP OF PARTIES

Contractor is an independent contractor of the Company. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the Company's sole discretion to terminate this Agreement at any time without cause. Contractor further agrees to be responsible for all of Contractor's federal and state taxes, withholding, social security, insurance, and other benefits. Contractor shall provide the Company with satisfactory proof of independent contractor status.

8. CONFIDENTIALITY

The Company acknowledges that during the term of this contract, Contractor will have access to and become acquainted with various processes, information, records and specifications owned by the Company and/or used by the Company in connection with the operation of its business. The Contractor agrees that he will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, specifications, information, letters, notes, grants, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into his possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his possession or under his control.

9. OTHER ACTIVITIES

Contractor is free to engage in other independent contracting activities, provided that Contractor does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof, or that so occupy Contractor's attention as to interfere with the proper and efficient performance of Contractor's services thereunder.



10. MISCELLANEOUS

- (a) Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.
- (b) Amendment. This Agreement may be amended only by a writing signed by Contractor and by a duly authorized representative of the Company.

11. NONAPPROPRIATIONS

It is specifically understood and agreed, that in the event insufficient grant funds are appropriated and/or budgeted to the Company by SAMHSA concerning the obligations under this Agreement, then Company shall notify Contractor and this Agreement shall thereafter terminate on the last day of the period for which appropriations are available and/or remaining without penalty, liability, or expense to the department(s) or County that is directly impacted by the insufficient grant funding to the Company.

Company:

Contractor:

By: \_\_\_\_\_

By: 

**Tano Tijerina**

**Todd T. Russell, Ph.D.**

Webb County Judge

Date: **September 30, 2019**

Date: \_\_\_\_\_

Social Security # **540-74-5522**

Address: **503 E. Rector Street**

By: \_\_\_\_\_

**San Antonio, Texas 78216**

**Margie Ramirez Ibarra**

Phone: **(210) 253-0884**

Webb County Clerk

Email: **trussell@satx.rr.com**

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**Jorge L. Trevino, Jr.**

**Assistant General Counsel**

**Webb County Civil Legal Division**

Date: \_\_\_\_\_