

PROFESSIONAL SERVICES CONSULTANT CONTRACT BETWEEN WEBB COUNTY TEXAS, FOR WEBB COUNTY SHERIFF MARTIN CUELLAR/SHERIFF'S OFFICE AND STROTHER & COMPANY, INDEPENDENT CONTRACTOR.

1. Whereas at a Webb County Commissioner's Court meeting on the 21st of August 2017 Sheriff Martin Cuellar requested approval of and funding for this Professional Services Consultation Contract as more fully described below, from Federal Forfeiture Fund #2152-3010-001-432001 and whereas the Webb County Commissioner's Court voted to approve said contract and authorized the Webb County Judge to execute all relevant documents relevant to this Contract.

2. This Contract is entered into by and between Webb County, Texas for Webb County Sheriff, Martin Cuellar/Webb County, Texas Sheriff's Office and Strother & Company.

3. Now, therefore it is agreed by and between the parties, Webb County, Texas by and through its Commissioner's Court for Webb County, Texas; Webb County Sheriff, Martin Cuellar and Webb County, Texas Sheriff's Office (hereinafter referred to as the "County") and Strother & Company (hereinafter referred to as "Contractor") as follows:

4. **Effective Date and Contract Period:** The effective date of this contract is August 21st, 2017 and the period of this contract shall be for the period from August 21st, 2017, through November 8th, 2017.

Services Contracted For: Law enforcement related informational gathering, analysis, strategic planning, and informational dissemination to public, including gathering of factual data/dissemination related to public safety, jail overcrowding, cost-benefit analysis of contracting detention services to other jail facilities, jail repair costs, and other matters relates to a proposed new jail facility and other services to the Webb County Sheriff as requested by the Sheriff:

- A. Analysis of current and future trends for state and federal inmate incarceration/population in Webb County.
- B. Cost saving analysis related to construction of new county jail
- C. Public Safety impact to county citizens as a result of new jail construction
- D. Bond impact information to the general public (i.e. tax rate impact per household, etc.)
- E. Determine staffing requirements for both proposed jail facility and current jail under proposed changes
- F. Produce informational brochures, communities, and other associated deliverables
- G. Facilitate and arrange meetings with Federal Agencies regarding funding issues including but not limited to, reimbursement rate for federal prisoners housed in Webb County
- H. Identify best practices in jail construction and public safety facilities

7. The Contractor agrees to perform the above services and any additional services as requested by Webb County Sheriff, Martin Cuellar.

8. **Independent Contractor:** In the performance of work, duties, and obligations required of the Contractor, whether one or more, under this Contract, it is mutually understood, and agreed, that Contractor is, at all times, acting and performing as an independent contractor and not an employee. Webb County's sole interest is to assure that Contractor's services be performed and rendered in a competent, efficient, and satisfactory manner. The Contractor hereby agrees to perform the services in strict accordance with approved methods, and practices, in the general field of his expertise. Contractor shall be solely responsible for paying his own staff, if any, and the out-of-pocket expenses he incurs in providing services hereunder. Contractor shall also maintain general liability insurance at his own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the County upon twenty (20) days notice.

9. **Confidentiality:** In the course of performing consulting services, the parties recognize that Contractor may come into contact with or become familiar with information which County may consider confidential or which is declared confidential by State or Federal laws or regulations. This information may include, but is not limited to, information pertaining to County systems, operations, methodologies and tactics. Contractor agrees to keep all such information confidential and not to discuss or divulge it to anyone other than to appropriate County personnel or their designees.

10. **Terms and Conditions:**

A. The Contractor certifies, and affirms, that he is not legally, or professionally, disqualified from the performance of the duties under this Contract. Contractor shall advise the County, in writing, of any change in status of the Contractor which may materially affect the ability of Contractor to legally, or professionally, carry out the duties herein.

B. This Contract is "at will", and may be terminated at any time, by written notice, of either party. In no event shall the County be liable to the Contractor for any expenses incurred after the termination date of this Contract.

C. Any alteration, addition, modification or deletion of any of the terms of this Contract shall be in writing and executed by both parties.

D. Notices hereunder shall be sent:

TO: Strother & Company
colin@strotherco.com

TO: Martin Cuellar
Webb County Sheriff
902 Victoria Street
Laredo, Texas 78042

11. **Compensation:** The County shall pay to the contractor for services the total annual sum not to exceed six thousand two-hundred and fifty dollars (\$6,250) for the above described services to be paid on a monthly basis over two and one-half (2.5) months at the rate of (\$2,500.00) per month or as services are rendered. Compensation is considered to be in arrears on the first day of the contracted months.

12. **Payment:** Contractor shall submit a written signed report/invoice of the time spent performing

Consulting Services, itemizing in reasonable detail the dates on which the services were performed, the number of hours spent on such dates and a brief description of the services rendered. The County will process the invoice through appropriate channels with payment to the Contractor within 30 days after such reports are processed through appropriate channels.

13. **Counterparts.** This Contract may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

14. **Entire Agreement.** This Contract contains the entire Agreement between the Contractor and the County. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this contract.

15. **Force Majeure.** Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.

16. **Headings.** The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.

17. **Indemnification.** Contractor agrees to indemnify the County, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the County, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.

18. **Prohibition against Assignment.** There shall be no assignment or transfer of this contract without the prior written consent of both parties hereto.

19. **Rule of Construction.** Each party and its legal counsel have been afforded the opportunity to review and revise this Contract. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments of exhibits hereto.

20. **Severability.** Each paragraph and provision hereof is severable from the entire contract and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

21. **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

22. **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

IN WITNESS WHEREOF, the undersigned parties are fully authorized by the County and the Contractor respectively to execute this Contract as of the date written below.

WITNESS OUR HANDS, effective the _____, 2017.

AGREED:

Webb County, Texas



Hon. Tano E. Tijerina
Webb County Judge

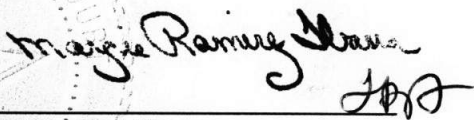


Colin Strother
Strother & Company



Hon. Martin Cuellar
Webb County Sheriff

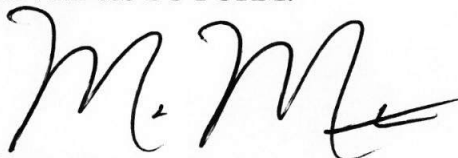
ATTESTED:



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Marco Montemayor
Webb County Attorney*

*By law, the County Attorney's 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).

**Passed and approved by the Webb County
Commissioners Court on August 21, 2017;
Item No. 6**