

## **CONTRACT SERVICES AGREEMENT**

This SERVICES AGREEMENT (the "Agreement") is made and entered into this 1<sup>st</sup> day of December, 2018, by and between Lance Long, 310 Bayland Avenue, Houston, TX 77009 (the "Service Provider") and the County of El Paso, as the grantee of the Office of the Governor, Homeland Security Grants Division, Grant No. 2283709, and acting as fiscal agent for the Border Prosecution Unit ("CLIENT"), located at the 34<sup>th</sup> Judicial District Attorney's Office, 500 E. San Antonio Street, Suite 201, El Paso, Texas 79901.

WITNESSETH:

WHEREAS, the CLIENT and the SERVICE PROVIDER desire to enter into a services relationship, upon the terms and subject to the conditions set for in this Agreement; and

WHEREAS, the Service Provider agrees to provide professional development training services; and

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Service Provider and CLIENT agree as follows:

**Services.** During the Term (as defined below) of this Agreement, the Service Provider shall, as specified by the CLIENT, provide services to further the goals, mission and objectives to the CLIENT. The services relate to effectuating the purposes of the grant, entitled Border Prosecution Unit, and further identified as Grant No. 2283709, to the CLIENT from the Office of the Governor, Homeland Security Grants Division, State of Texas (the "CJD"), to wit:

1. The Service Provider will engage in the planning, presentation and delivery of specific continuing legal education programs and technical assistance services to enhance the professional skills and competencies of BPU personnel, specifically, training related to the Texas Penal Code and Texas Code of Criminal Procedure, rules and procedures governed by the 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> Amendments to the Constitution of the United States of America, rules of discovery in criminal cases applying to prosecutors and law enforcement officials, and investigative tactics and procedures in the preparation and trial of complex criminal enterprise and organized crime cases.

**Payment for Services.** The fee for such Services shall be as applicable and reasonable for the particular programs and services afforded by the Service Provider in the amount of not more than \$600 per day for presentation and \$300 per day for preparation, payable by the Client to the Service Provider upon presentment of an invoice detailing the services provided by the Service Provider.

**Expenses.** The SERVICE PROVIDER shall be entitled to reimbursement for her reasonable expenses associated with the rendering of the Services, including the cost of training and presentation materials directly related to the provision of said Services, provided however, all reimbursement for travel expenses shall be governed by the "Travel Reimbursement Rates" as promulgated from time to time by the Texas Comptroller of Public Accounts.

**Invoices:** All invoices submitted by the Service Provider for services and expenses shall be submitted in a form agreeable to both parties, as soon as practicable after the delivery of the specific services agreed to above. All payments contemplated by this Agreement shall be due and payable only so long as they are incurred while this Agreement is in force and effect.

**Contract Monitoring and Compliance:** SERVICE PROVIDER agrees to provide CLIENT with periodic reports as may be required under the County of El Paso's contract monitoring program.

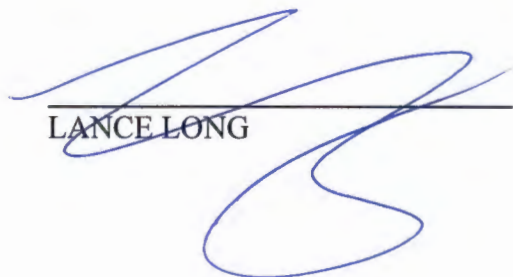
**Term.** The term of this Agreement shall be from December 1, 2018 to August 31, 2019.

**Confidentiality.** The SERVICE PROVIDER recognizes and acknowledges that it may have access to confidential and law enforcement sensitive information of CLIENT as it relates to matters of border security and safety, and that protection of this information is of critical importance to CLIENT, and SERVICE PROVIDER agrees that it will not at any time, either during the term of this Agreement or afterwards, make any independent use of or disclosure of this information to any other person or organization except as authorized by the CLIENT. These obligations of confidentiality shall survive the termination of this Agreement.

**Modifications.** This agreement may be modified or extended by mutual written agreement of both parties. Either party may cancel it at any time during its term with 30 days prior written notice without cause.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first set forth above.

SERVICE PROVIDER

  
\_\_\_\_\_  
LANCE LONG

DATE: 12/18/2018

THE COUNTY OF EL PASO

\_\_\_\_\_  
COUNTY JUDGE RICARDO A. SAMANIEGO

DATE: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JAIME ESPARZA  
34<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY

DATE: \_\_\_\_\_