

CONSULTANT SERVICES CONTRACT

This contract is entered into by the County of El Paso, a political subdivision of the State of Texas ("County"), and Dolores Messick ("Contractor").

1. **SERVICES.** Contractor shall be available to provide professional consulting services to the Sheriff's Office from January 1, 2009 until June 30, 2009. Contractor's working schedule shall be established by the Sheriff and the Sheriff shall monitor all services provided by Contractor. Contractor shall comply with all policies and procedures of the Sheriff's Office.
2. **COMPENSATION.** Contractor shall be compensated in the amount of fifty-two thousand three hundred and fifty dollars (\$52,350.00) for the term of this agreement. Payment will be made in six installments of eight thousand seven hundred and twenty-five dollars (\$8,725.00) each following the submission of an invoice by Contractor. The invoices should be submitted no sooner than the first day of each month following the month the services are performed.
3. **SCOPE OF WORK.** To facilitate a smooth transition of power in the Sheriff's Office, Contractor shall provide consulting services to the Sheriff's Office on operational and administrative matters concerning the Sheriff's Office. These operational and administrative matters shall include both law enforcement and detention aspects of the Sheriff's Office. Given the fact that the Sheriff's Office is a 24 hour a day, 7 day a week operation, the Contractor agrees that she may be called upon to consult and advise at any time during the term of this agreement. She agrees to be available for consultation during regular office hours as well as after hours and weekends as determined and established by the Sheriff.
4. **INDEPENDENT CONTRACTOR.** Nothing contained herein shall be construed as creating the relationship of employer and employee between the County and the Contractor. The Contractor shall be deemed at all times to be an independent contractor. The County shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract.
5. **LAW GOVERNING CONTRACT.** For the purpose of determining the place of contract and the law governing same, this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.
6. **ENTIRE AGREEMENT.** This written contract constitutes the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.
7. **SEVERABILITY.** If any part of this contract is held to be unenforceable, the rest of the contract shall continue in full force and effect to the extent that it substantially reflects the agreement contemplated by the parties.

8. **WAIVER.** No part of this contract shall be waived except by written waiver signed by the waiving party. Forbearance shall not constitute a waiver.
9. **ASSIGNMENT OR SUBLETTING.** This contract shall not be transferred, assigned or sublet in whole or in part and may be enforced only by the parties.
10. **DURATION AND TERMINATION.** This contract shall be in full force and effect beginning January 1, 2009, through June 30, 2009. County shall have the option to renew this contract for one additional six month term under the same terms and conditions upon agreement and acceptance by Contractor. Either party may terminate the contract with thirty (30) days written notice.
11. **NOTICES.** Notices shall be sent, postage prepaid, to the following:

COUNTY: Sheriff Richard Wiles
 El Paso County Sheriff's Office
 3850 Justice Drive
 El Paso, Texas 79938

CONTRACTOR: Dolores Messick
 3850 Justice Drive
 El Paso, Texas 79938

The undersigned parties hereby bind themselves to the faithful execution of this contract.

ATTEST: COUNTY OF EL PASO

 County Clerk Delia Briones
 Date: _____

 County Judge Anthony Cobos
 Date: _____

Approved as to substance:

CONTRACTOR:

 Richard Wiles
 Date: _____

 Dolores Messick
 Date: _____