

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN JOHNSON COUNTY, TEXAS  
AND  
DIANA CLAUSSEN  
FOR  
SERVICES TO THE CITIES READINESS INITIATIVE  
2015**

This Professional Services Agreement (hereinafter referred to as the “Agreement” or the “Contract”) is entered into between Johnson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as ACounty@, and Diana Claussen (hereinafter referred to as AContractor@) for certain services provided to Johnson County.

WHEREAS, since 1999, the Federal government has expended significant effort and resources to enhance the safety of Americans to biological events through the development of the Strategic National Stockpile (SNS). The initial efforts have been primarily at the state level. As a natural next step, the Center for Disease Control (CDC), and the Texas Department of State Health Services (DSHS) are working with local jurisdictions to make full and effective use of the SNS in the event of a possible biological terrorist attacks. This will be accomplished through the Cities Readiness Initiative (CRI). Special funding, training, and equipment will be provided to twelve counties in our region. They include: Collin, Dallas, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant, and Wise. These jurisdictions will develop plans and infrastructure so that they are prepared to provide medications within 48 hours of an event to their entire population.

WHEREAS, County, pursuant to the terms and conditions of the CRI, is obligated to perform and provide certain services including; engaging volunteers to perform emergency services pursuant to the program, training volunteers, assimilating contact data for volunteers, and reporting activity to the Texas Department of State Health Services (DSHS) regarding the implementation and activity for the CRI program.

WHEREAS, DSHS will provide to Johnson County certain funds to facilitate the implementation of the City Readiness Initiative.

WHEREAS, Contractor, is a person capable of providing the necessary services and has agreed to provide such services in accordance with the terms of the grant program.

NOW THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties mutually agree as follows:

1.

Contractor agrees to provide certain services including; engaging volunteers to perform emergency services pursuant to the program, training volunteers, assimilating contact data for volunteers and reporting activity to DSHS regarding implementation and activity for the CRI program. County and Contractor agree and understand that Contractor has **complete and sole discretion** as to the time to begin and end work related to performing said services and the total amount of time spent per day in performing said services. Contractor will perform such services in office space provided by Johnson County, Texas and at such other locations as Contractor, in her sole discretion, determines appropriate. **Contractor shall submit a written report to the Commissioners Court each year in the month of July setting forth the activities in which Contractor has engaged during the preceding year. The report shall describe the activities of Contractor to maintain and further the purposes and objectives of the CRI. Contractor shall also provide a monthly summary of activities for each month showing accomplishments and activities related to the grant deliverables. Said monthly summary shall be delivered by the end of the 10<sup>th</sup> day of the month following the month summarized or reported. Example: The summary for April 2015 would be due on May 10<sup>th</sup>, 2015. If the 10<sup>th</sup> day is a weekend or holiday, then the summary is due on the first day thereafter that is not a weekend or holiday.**

2.

The parties agree and understand that Contractor is an independent contractor and nothing in this Agreement is intended to be, or should be construed to, create any employee/employer relationship. Contractor agrees and understands that the Contractor is responsible for his/her withholding and employment taxes and that Contractor is not participating in County's retirement plan or receiving any employee benefits of County.

3.

County shall pay Contractor the sum of **\$35,000.00 per year**. Said payment shall be made monthly at the rate of **\$2,916.66 per month**. In the event services are only performed for a portion of a month, then the payment shall be prorated on a daily basis for that month. Should the contract be terminated, then the payment shall be prorated for days worked in that period. County and Contractor agree and understand that Contractor is to receive said stated sum per month regardless of the amount of time spent at the Johnson County Emergency Management Office or otherwise performing the services. Contractor shall invoice the County each month and shall send said invoice to Roger Harmon, County Judge, Johnson County Courthouse, 2 North Main Street, Cleburne, Texas 76033. Within thirty (30) days of receipt of said invoice, the County shall pay the invoice amount.

4.

The parties agree and understand that the County is not providing any insurance coverage or payment for any insurance coverage for Contractor in the performance of the duties and responsibilities in fulfilling the obligations of this Agreement.

5.

The term of this Agreement shall begin on **September 1, 2014** and end on **August 31, 2015**, unless terminated earlier pursuant to the terms of this Agreement. **Subject to the availability of funds and the specific allocation of funds for the purposes set forth in this contract by the Commissioners Court of Johnson County, Texas, this contract shall, if not terminated by one of the parties, be automatically renewed annually** and extended for an additional one year period on the first day of SEPTEMBER of each succeeding year *unless* County gives written notice to Contractor not less than 30 days prior to the first day of SEPTEMBER of such succeeding anniversary that County intends to terminate the contract. This renewal and extension is subject to the availability of funds for the contract year and to the allocation of funds to meet the terms of this contract. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract. **The allocation of funds shall be deemed an act of approving the renewal and extension of this contract on the part of the Commissioner's Court. The act of performing duties or services as provided in this contract by the Contractor, after expiration of the previous term, shall be deemed an act signifying approval of the renewal and extension of the contract on the part of Contractor. The execution of a "new" contract by both parties hereto constitutes the termination of the preceding contract.**

6.

The amount of payment may be modified by a written amendment agreed to by Contractor and by the Johnson County Judge on an annual basis, subject to the approval of the Johnson County Commissioners Court. Such modification of the payments due for services to be performed pursuant to a contract renewal shall be in writing and shall coincide with the annual renewal and extension of the contract.

7.

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

8.

The parties agree that this Agreement, and any disputes arising under this Agreement, will be governed by and construed in accordance with the laws of the State of Texas. The parties agree that the venue for any dispute arising under this Agreement will lie exclusively in the State Courts located in Johnson County, Texas or the United States District Court located in the Dallas Division of the Northern District of Texas.

9.

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may be amended or modified only by the mutual written agreement of authorized representatives of the parties.

10.

By his or her signature below, each signatory individually certifies that he or she is the properly authorized agent or officer of the applicable party hereto and has the requisite authority necessary to execute this Agreement on behalf of such party, and each party certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute this Agreement as of the date shown.

Johnson County

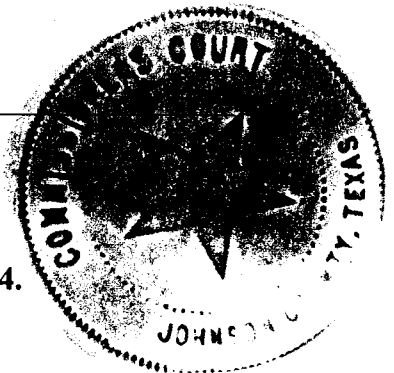
By: Don Beeson  
Roger Harmon      Don Beeson  
County Judge      Commissioner, Precinct #4

Date: 8/11/14

Attest:

By: Beky Williams  
County Clerk  
Johnson County

Date 8/11/14



*Diana Claussen*

Diana Claussen, Contractor

*August 4, 2014*

Date \_\_\_\_\_