Analyst Agreement

This Agreement is between the County of Galveston and the United States Drug Enforcement Administration (DEA) acting on behalf of their various law enforcement agencies ("Participating Law Enforcement Agencies") and Jeanne LaQue ("Analyst"). Its purpose is for the Analyst to provide Drug Enforcement Analyst services as detailed in this Agreement.

Need for Agreement

The Participating Law Enforcement Agencies recognize there is evidence that trafficking in narcotics and dangerous drugs exist in Galveston County, Texas and that such activity has a substantial and detrimental effect on the health and general welfare of its citizens. They also recognize the importance of a centralized area to solicit, collect, review, assess, and interpret proper agencies for the investigative function. The services of an analyst are important to establishing the flow of intelligence information in a multijurisdictional task force.

Professional Expertise

Analyst represents that she possesses the ability to provide tactical, investigative/case support and strategic analysis in support of the Participating Law Enforcement Agencies' drug enforcement missions and has provided general similar services for other entities.

Scope of Services

Analyst agrees to:

1. Provide tactical, investigative/case support, and/or strategic analysis in support of Participating Law Enforcement agencies' (Other Law Enforcement Agencies) mission.
2. Collect, review, assess, and interpret data from multiple sources to enhance depth and scope of competence in analytical areas of responsibility.
3. Search/identify links among intelligence information to determine level or network of criminal activity in investigations, to identify strategic trends, and/or to broaden intelligence base.
4. Synthesize, document and disseminate evaluated intelligence in support of Participating Law Enforcement Agencies and/or multi-agency or Other Law Enforcement Agencies' investigations, strategic projects, and/or predictive intelligence requirements.

5. Prepare written products in support of the Participating Law Enforcement Agencies' mission that are clear, concise, logical, well organized, appropriate in scope, and timely; use correct format, grammar, and punctuation.
6. Prepare and conduct briefings that are thorough and appropriate to the target audience.
7. Establish and maintain liaison with Participating Law Enforcement Agencies, Other Law Enforcement Agencies and other participating agencies, and outside agency counterparts to facilitate the communication of intelligence information.
8. Participate in or represent Intelligence in Participating Law Enforcement Agencies, Other Law Enforcement Agencies and other participating agencies and other multi-agency venues, including investigations, briefings, meetings, conference, panels, and/or committees.
9. Research, collect and analyze data from a variety of sources to evaluate its reliability, validity, and relevancy.
10. Identify intelligence gaps and search for and/or develop alternative information resources.
11. Independently identify and resolve routine problems in area of responsibility.
12. Collaborate with and/or advise management in developing, prioritizing, and executing analytical areas of responsibility.
13. Inform DEA's Galveston Resident Office Task Force Resident Agent in Charge (RAC) of project status, problems, and significant developments.
14. Collaborate with others or work on teams to accomplish work-related activities or resolve problems.
15. Assist in organizing and prioritizing work logically and efficiently to ensure work products meet Participating Law Enforcement Agencies' expectations and established deadlines.
16. Distribute monthly activity reports to Participating Law Enforcement Agencies as well as Other Law Enforcement Agencies in Galveston County.
17. Conduct quarterly meetings with administrators of Participating Law Enforcement Agencies and Other Law Enforcement Agencies.

Standard of Care and Warranty

Analyst agrees that services will be performed with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances.

Length of Contract and Termination Options

This agreement shall begin on October 1, 2024, and shall continue through September 30, 2025. It is unknown at this time whether this Agreement will be renewed.

The Participating Law Enforcement Agencies may terminate this Agreement, at any time with or without cause, by giving Analyst 15 days prior written notice. Analyst may terminate this Agreement, with or without cause, by giving the Participating Law Enforcement Agencies 15 days prior written notice.

Compensation

The compensation for Analyst's services under this Agreement shall be at the rate of $8,097.08 per month.

Invoices for services rendered are to be submitted to the RAC on a monthly basis for review. Each invoice shall include the dates of service and a brief description of services provided and the total amount owing. Upon receipt of the completed invoice, the RAC will forward it to Galveston County for processing and payment. Payment will be sent to the DEA Galveston Office at 18050 Saturn Ln., Suite 240, Nassau Bay, Texas 77058. Galveston County will also issue the 1099 Form to the Analyst.

Reimbursement of Expenses

If the Analyst is required to travel for DEA business or approved training, then the travel request is to be submitted to RAC. The appropriate supervisory authority will be obtained from the appropriate DEA supervisor in advance of the travel.

All necessary forms for DEA "Invitational Travel" will be completed and submitted for reimbursement. Only the Analyst's fully documented and related travel expenses shall be reimbursed. There shall be no reimbursement for any other out-of-pocket expenses.

Funding

Funding for this Agreement is as follows:

1) DEA	$37,765
2) Galveston County	$ 5,400
3) City of Galveston	$ 5,400
4) City of League City	$ 5,400
5) Brazoria County	$ 5,400
6) City of Dickinson	$ 5,400
7) City of Pearland	$ 5,400
8) City of Pasadena	$ 5,400
9) City of Texas City	$ 5,400
10) Harris County Pct 2	$ 5,400
11) Chambers County	$ 5,400
12) City of Baytown	$ 2,700
13) City of La Marque	$ 2,700

$97,165

Should any portion of this funding not be forthcoming upon request by Galveston County this Agreement will be terminated.

The $2,300 in excess of the monies to be paid the Analyst will be used for incidental expenses incurred by the Participating Law Enforcement Agencies by virtue of the Agreement.

Independent Relationship

None of the provisions of this Agreement are intended to create, not shall they be deemed to create, any relationship between the Participating Law Enforcement Agencies and the Analyst other than that of independent entities contraction with each other hereunder solely for the purpose of affecting the provisions of this agreement. In the performance of the work, duties and obligations of Analyst under this agreement, it is mutually understood and agreed that the Analyst is at all times acting and performing as an independent contractor with complete control over their employees, if any, as well as over the means, manner, and method by which their services are rendered. Participating Law Enforcement Agencies shall not exercise control over Analyst except insofar as may be necessary to ensure performance and compliance with this Agreement.

Except for reimbursement of DEA supervisor approved and fully documented travel expenses, Analyst shall be solely responsible for paying the out-of-pocket expenses the Analyst incurs in providing their services. Analyst shall also maintain such liability insurance that they desire at their own expense, in addition to such workers' compensation insurance as may be required by law.

The DEA will furnish Analyst with an office, telephone, computer, and photocopier. Galveston County will furnish no other supplies, equipment, or personnel to the Analyst.

Analyst further agrees and acknowledges that, as an independent contractor, they are not eligible for, nor will they be permitted to participate in any employee benefit plans which are normally accorded to current employees of any Participating Law Enforcement Agency including vacation and sick leave, retirement plans, disability programs, medical plans, employee raises and workers' compensation.

Indemnification

Analyst shall indemnify and hold the Participating Law Enforcement Agencies harmless form and against any claim asserted by any person or entity other than an officer, director, employee or agent of Participating Law Enforcement Agencies arising out of Analyst's negligent acts, errors, or omissions.

Liability Limitation

Analyst's liability to Galveston County for any loss or damage, including, but not limited to, special and consequential damages arising out of or in connection with this Agreement from any cause, including Analyst's professional negligence, errors, or omissions shall not exceed the sum of $7,500.

Telework

A work flexibility arrangement under which an employee, under a written Telework Agreement, performs the duties and responsibilities of the employee's position, and other authorized activities, from an approved alternate worksite other than the location from which the employee would otherwise work. Telework does not include any part of work done while on official travel or mobile work. Analyst agrees, if approved to telework, to adhere to DEA policies and procedures as noted in the DEA Telework and Remote Work Policy and Procedures Manuel (Policy Number 2611; dated May 16, 2022).

Disputed Matters

The parties will submit disputed matters that arise under this Agreement to mediation. The parties will each bear their own expenses of the mediation.

Executed on the dates set forth below, to be effective as of the date set forth above

Participating Law Enforcement Agencies

County of Galveston County

Mark Henry   Date
County Judge   **9/30/24**

Attest:

Dwight D. Sullivan   Date
County Clerk   **9/30/24**

Drug Enforcement Administration

Daniel C. Comeaux   Date
Special Agent in Charge

Jeanne LaQue   Date
Drug Analyst

Attachment

Participating Law Enforcement Agencies Concurrence

(signature)   9/5/2024
Henry A. Trochesset, Sheriff   Date
Galveston County Sheriff's Office

(signature)   9/6/2024
Doug Balli, Chief   Date
Galveston Police Department

(signature)   8/28/24
Cliff W. Woitena, Acting Chief   Date
League City Police Department

(signature)   9/4/24
Bo Stallman, Sheriff   Date
Brazoria County Sherriff's Office

(signature)   8-29-24
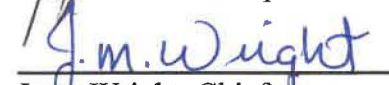Michael Berezin, Chief   Date
Dickinson Police Department

(signature)   9-4-24
Johnny L. Spires, Chief   Date
Pearland Police Department
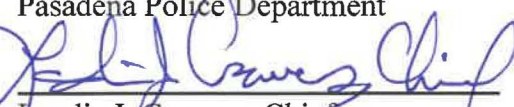
(signature)   9.3.24
Jerry Wright, Chief   Date
Pasadena Police Department

(signature)   9/3/24
Landis J. Cravens, Chief   Date
Texas City Police Department
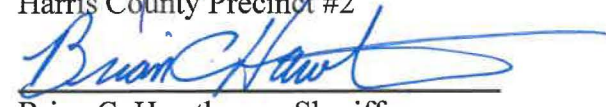
(signature)   08-29-24
Jerry Garcia, Constable   Date
Harris County Precinct #2

(signature)   09/05/2024
Brian C. Hawthorne, Sheriff   Date
Chambers County Sheriff's Office

John Stringer, Chief
Baytown Police Department

9/9/2024
Date

Randall Aragon, Chief
La Marque Police Department

9/3/2024
Date