

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES

C-18-190-08-14

THIS AGREEMENT is made on the 14th day of August, 2018 by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter “County”) and Judith L. Branham (“Consultant”) to serve at the pleasure of the Hidalgo County Commissioner’s Court.

WITNESSETH:

WHEREAS, County desires to contract with Consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner’s Court, **pursuant to Article 262.024 Texas Local Government Code.**

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide the County Consulting Services for implementation activities in creating a “Domestic Relations Office” (DRO) within Hidalgo County, pursuant to Chapter 203 of the Texas Family Code.
2. Consultant will report any problems or recommended changes in the implementation activities performed to the County of Hidalgo, with a copy to the Hidalgo County District Clerks Office.

3. The term of this Contract will be effective **10th day of September, 2018** and the execution of agreement by all parties and issuance of a Purchase Order (PO) for a period not to exceed one (1) year. The Contract may be extended for two additional thirty (30) day terms at the sole discretion of the County under the same rates, terms and conditions.

4. As a condition of this Contract, Consultant represents and warrants to County that the Consultant shall be the only and sole person personally providing the Services, and Consultant shall hold and maintain throughout the term of this Contract all Certifications, licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for services of Consultant described herein, County agrees to pay Consultant the sum of a minimum (not to exceed) \$ 48.00 per hour, as provided in Exhibit "B" (attached hereto). Consultant will adhere to Hidalgo County's approved Travel Policies and Procedures including all travel, meals, hotel etc., to be reimbursed at a rate equivalent to the State of Texas rate payable against written invoice and documentation of expenses submitted by Consultant.

6. County and Consultant agree that either Party may terminate this Contract at any time for any reason upon giving of thirty (30) days prior written notice to the other party.

7. Consultant agrees to provide insurance covering activities in providing the service for County and Services and naming County as an additional insured (with coverage in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Notice. Except as may be otherwise specifically provided in this Contract, all

notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano St., 2nd Floor
 Edinburg, Texas 78539

Copy to: **Hidalgo County District Clerks Office**
 Attn: Laura Hinojosa, District Clerk
 P.O. Box 87
 Edinburg, Texas 78539

If to Consultant: **Judith L. Branham**
 32 Pebblebrook Lane
 Wimberley, Texas 78676

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

9. Conflict with Applicable Law. Nothing in this Contract shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Consultant, and that Consultant is an independent contractor under this Contract.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Entire Agreement. This Contract contains the entire Contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant and not otherwise.

13. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

15. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

16. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes a valid and enforceable obligation of County and Consultant in accordance with its terms.

20. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof,

the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant. County agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County.

22. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the stated or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

24. Nondiscrimination. Consultant, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex,

age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

25. Appendix II to CFR 200-Contract Provisions. Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

EXECUTED and effective as of the _____ day and _____, 2018 first written above.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CONSULTANT:

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT “A”

“SCOPE OF SERVICES”

Provide assistance and recommendations to complete the following implementation activities for creating a “Domestic Relations Office” (DRO) within Hidalgo County as per Chapter 203 of the Texas Family Code.

1. Determine the desirable service to initially be provided to the Public and Courts
2. Recommend appropriate staffing to provide the services.
3. Assist in the hiring process.
4. Identify automated system changes/process to accurately track DRO cases and activities
5. Develop processes and procedures for completing services
6. Attend meetings, training or seminars as required
7. Research legislation that authorized the creation of a DRO.
8. Propose a fee structure for submittal to Commissioner's Court
9. Identify software/hardware needs
10. Recommend information to be tracked in a management report to ensure effectiveness of activities
11. Assist with the coordination of the 2019 TADRO Conference
12. Other duties as identified to establish the DRO
13. Administrative duties

EXHIBIT "B"

FEE SCHEDULE

Fee amount	
	Hourly
Flat rate	48.00 per hour
Travel	To be reimbursed in accordance with Hidalgo County Travel Policy

ESTIMATED SCHEDULE OF HOURS													
Week	Determine Srvs	Propose Fee	Staffing	Hiring	Software-Hardware	Software Tracking	Procedure	Mgmt Report	TADRO	Adm.	Travel	Other	Est. Total Hours
1	20	10	5							.5	4.5		40
2	20	10	5							.5	4.5		40
3					20	10				.5	4.5		35
4-8	10			5	10		5			.5			30.5
9-16				3	3	14	10	5	5	.5	2	5	38.5
17-25				1		5	30			.5	2	1.5	40

EXHIBIT "C"
INSURANCE DOCUMENTATION