

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-19-055B-02-12

THIS AGREEMENT is made as of the 12TH day of **February 2019** by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (the "County") and **NORMA RICO** (the "Court Reporter").

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as a certified court reporter "**on an as needed basis**" for the Hidalgo County Courts hereafter referred to as State District Courts, County Courts at Law, Auxiliary Courts, Master Courts, and/or Visiting Judges more specifically set forth hereinafter; and

WHEREAS, Court Reporter has agreed to provide the services enumerated hereinafter for the Courts of Hidalgo County.

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

1. Court Reporter agrees to provide to the Courts of Hidalgo County the services of an official court reporter for the requesting courts on an **as needed basis**. This Court Reporter's duties and responsibilities will be acting in the place of a certified/official court reporter as per Chapter 52 of the Government Code and at the direction of the requesting judge.

2. **Payment Terms.** As consideration for the above and foregoing, County agrees to pay Court Reporter at the rate of **\$250.00** for a half day of service up to four (4) hours and a maximum rate of **\$500.00** for up to (8) hours per day. Any additional hours spent in court exceeding the eight hour requirement shall be paid at a rate of \$50.00 per hour not to exceed a total of **\$750.00** in any one day. Mileage at IRS rates will be reimbursed for out of County travel as required by the respective Court on an as needed basis. Mileage reimbursement shall not exceed \$1,200.00 annually. Payment shall be made in accordance with the Texas Prompt Payment Act upon presentment of proper invoice approved by the respective Courts.

3. The term of this Contract is for one (1) year and will be effective upon approval of award and end on **February 11, 2020**.

4. **Termination.** The County may terminate this Contract with no notice to Contractor at any time for any reason or no reason at all. Court Reporter agrees to give County thirty (30) days' notice of her/his intent to terminate the Contract.

5. As a condition of this Contract, Court Reporter represents and warrants to County that he/she is the only and sole person personally providing the service and he/she shall hold and maintain throughout the term of this Contract all certifications, and licenses required, or which may be required by any authority during the term hereof to provide the Services. Court Reporter's qualifications and certification shall be attached hereto as Exhibit "A" and is incorporated herein for all purposes.

6. **Independent Contractor.** Court Reporter must comply with all applicable laws and regulations of the State of Texas and Hidalgo County. Notwithstanding the foregoing

sentence, Court Reporter, at all times will act as an Independent Contractor providing the services and will not act or hold himself/herself out to third parties as an employee or agent of County in the provision of the services under this Agreement. The County shall not control how the services or the details of the services are provided and/or achieved to the extent Court Reporter takes direction from the presiding judge. Court Reporter represents and maintains that he/she is an independent Contractor and is not an employee of County, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County, and/or any agency of County. County will not withhold income tax or Social Security tax on behalf of the Court Reporter or any partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Court Reporter will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

7. Court Reporter agrees to provide insurance covering his/her activities in providing the service for County. Insurance information shall be attached as Exhibit "B" and is incorporated herein for all purposes.

8. **Non-Assignment.** Except as otherwise herein provided, Court Reporter may not assign the obligations or rights under this contract to any person without the prior written consent of County.

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

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 Agreement 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 Contract 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. **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 and 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.

15. **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.

16. **Immunities.** Nothing in this Contract 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 state 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.

17. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY CONTRACTOR UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE CONTRACTOR, ITS AGENTS OR EMPLOYEES.

18. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had

never been contained herein.

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

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

21. **Nondiscrimination.** Contractor, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, 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.

EXECUTED and effective as of the day and year first written above.

Approved by the Hidalgo County Commissioners Court on this the ___ day of _____, 2019.

HIDALGO COUNTY JUDGE

By: _____
Honorable Richard F. Cortez

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

COURT REPORTER:

By: _____
Norma Rico

Date: _____

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez
Assistant District Attorney

Date: _____

EXHIBIT "A"

COURT REPORTER RESUME
AND CERTIFICATION

Affidavit of Sole Proprietor

Date: February 10, 2019

Affiant: Norma Rico

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Norma Rico states he is a sole proprietor doing business as Norma Rico LLC with Hidalgo County. Affiant will provide services for Hidalgo County under the Hidalgo County Purchase Order which will be approved upon receipt by the Hidalgo County Purchasing Department.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Further Affiant sayeth not.

Printed Name of Affiant: Norma Rico

SWORN AND SUBSCRIBED TO under oath before me on _____

Notary Public, State of Texas

EXHIBIT "B"

INSURANCE REQUIREMENTS

Texas Liability Insurance Card

Progressive County Mutual Ins Co
1-800-876-5581 (se habla español)

Effective Date: Sep 17, 2018 - Mar 17, 2019

Policy Number: 19412262

Named Insured(s):

Jesus Avitia
Norma Rico
5621 VEGA DR
Fort Worth, TX 76133



Year	Make	Model	VIN
2010	Chrysler	Town & Country	2A4RR5D19AR306970
2018	Honda	Civic	2HGFC3A55JH754314