

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-19-055D-03-12

THIS AGREEMENT is made as of the **12TH** day of **March 2019** by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (the "County") and **RUTH C. WEESE** (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 **March 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: _____
Ruth C. Weese

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

Ruth Weese,

RDR, CSR

Professional Court Reporter

Personal Info

Address

5808 Orchard Trail Drive
Pearland, TX 77581

Phone

843-425-9367

E-mail

ruthcweese@gmail.com

Linked in

<https://www.linkedin.com/in/ruth-weese-rdr-106b9919/>

Skills

Computer Skills knowledge of MS Excel,
Proficient in MS Word



References

Personal and business references
provided on request

Objective

To obtain a position where I can apply my education and 30+ years of experience and skills. My goal is to become an integral part of an organization and to provide the people I serve with the best possible service thus advancing the organization toward their ultimate goals. I am well versed in the use of computer-aided transcription, shorthand and FTR audio recording equipment and have an outstanding track record in providing transcripts on time for appellate purposes.

Experience

2018-present Freelance Court Reporter Nell McCallum & Associates

Report depositions, arbitrations and hearings. Prepare transcripts in short turn-around time. catalog exhibits. Prepare steno notes for storage.

2015-2018 Official Court Reporter State of South Carolina Judicial Department

Provide real-time feed to judges and attorneys when requested. Attend and report court sessions state wide, including criminal, civil and family court. Prepare transcripts for appellate and non-appellate litigants. Inventory exhibits, prepare invoices.

1996-2015 Official Court Reporter Stark County Court of Common Pleas

Provide real-time transcription of trials and hearings for five judges. Catalog and index exhibits. Report verbatim court hearings and trials for five judges. Prepare appellate transcripts for timely filing with Court of Appeals.

Education

1984-1987 Stark State College Associate's Degree in Court Conference Reporting

1981-1984 Northwest Senior High School High School Diploma

Certificates

1992 Registered Professional Reporter certification

2001 Certificate of Merit certification

2005 Registered Diplomate Reporter certification

Professional Affiliations

Member of National Court Reporters Association

Member of Texas Court Reporters Association

Licenses

2018-present Certified Shorthand Reporter, Texas

2018-present Certified Shorthand Reporter, Arizona



In the name and by the authority of
The Supreme Court of the State of Texas

Be it known that

Ruth Weese

having successfully met the Standards and
Qualifications as heretofore established by the
Provisions of Law and by the Supreme Court
of Texas and upon the recommendation of the

JUDICIAL BRANCH CERTIFICATION COMMISSION

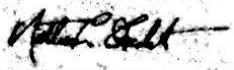
is hereby certified as a

Certified Shorthand Reporter

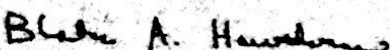
in and for the State of Texas

and is awarded this Certificate as evidence thereof
and assumes the responsibilities and obligations
appertaining thereto

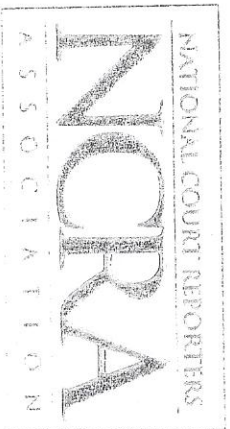
Certification Number: **9493**
Date Certified: **7-09-2018**


CHIEF JUSTICE SUPREME COURT OF TEXAS

Certification is limited to the use of:
Machine Shorthand


CLERK SUPREME COURT OF TEXAS

NATIONAL COURT REPORTERS ASSOCIATION

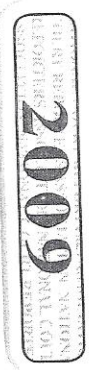


THIS ASSOCIATION HEREBY AWARDS THIS
REGISTERED PROFESSIONAL REPORTER
CERTIFICATE TO

Ruth Fox

ON
MAY 2, 1992

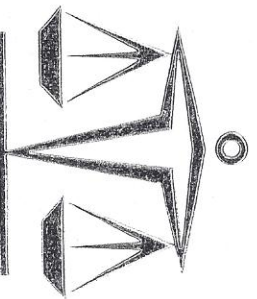
FOR HAVING SATISFACTORILY PASSED THE REGISTERED PROFESSIONAL REPORTER EXAMINATION CONSISTING OF A
WRITTEN KNOWLEDGE TEST AND A SKILLS EXAMINATION AT DICTATED SPEEDS OF
180 WORDS PER MINUTE ON LITERARY MATTER
200 WORDS PER MINUTE ON JURY CHARGE
225 WORDS PER MINUTE ON TESTIMONY
AND IS A PROFESSIONAL MEMBER IN GOOD STANDING THROUGH DECEMBER 31



Registered Professional Reporter

Brian E. Carter
EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



NCRASM
Guardians of the Record

THE REGISTERED DIPLOMATE REPORTER

IS HEREBY AWARDED TO

Ruth C. Weese

ON

NOVEMBER 5, 2005

FOR HAVING ATTAINED THE HIGHEST LEVEL OF EXCELLENCE

IN THE FIELD OF COURT REPORTING BY SUCCESSFULLY COMPLETING THE REGISTERED

DIPLOMATE REPORTER EXAMINATION WHICH RECOGNIZES THE ACHIEVEMENT OF EXCELLENCE

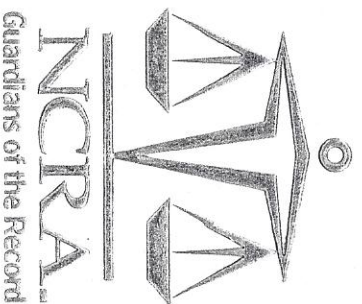
IN THE FOLLOWING DOMAINS: REPORTING, TRANSCRIPTION PRODUCTION, MANAGEMENT, EDUCATION,
MARKETING AND PROFESSIONAL ISSUES, AND FOR BEING A REGISTERED MEMBER IN GOOD STANDING THROUGH

DECEMBER 31, 2006

RDR
REGISTERED DIPLOMATE REPORTER


MARK J. GOLDEN, EXECUTIVE DIRECTOR

NATIONAL COURT REPORTERS ASSOCIATION



THE REGISTERED MERIT REPORTER

IS HEREBY AWARDED TO

Ruth C. Stoneking

ON

NOVEMBER 3, 2001

FOR HAVING ATTAINED AN ADVANCED LEVEL OF SKILL AND EXCELLENCE IN THE FIELD OF COURT REPORTING
BY SUCCESSFULLY COMPLETING THE REGISTERED MERIT REPORTER EXAMINATION CONSISTING

OF A WRITTEN KNOWLEDGE TEST AND A SKILLS TEST DICTATED AT SPEEDS OF

200 WORDS PER MINUTE ON LITERARY MATTER

240 WORDS PER MINUTE ON JURY CHARGE

260 WORDS PER MINUTE ON TESTIMONY

AND FOR BEING A REGISTERED MEMBER IN GOOD STANDING THROUGH

DECEMBER 31, 2002

MARK J. GOLDEN, EXECUTIVE DIRECTOR

A handwritten signature in dark ink, appearing to read 'M. Golden', is written over a horizontal line.

EXHIBIT "B"

INSURANCE REQUIREMENTS

0004-ST-46-8102

KEEP YOUR CURRENT ID CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.

321
102

TEXAS LIABILITY INSURANCE CARD...

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.



Insurance Company

State Farm Mutual Automobile Insurance Company

Phone: 800-STATE-FARM (800-782-8332)

Agent or Producer 6789-B31
ED THOMPSON
PHONE# (281)485-3373

Policy Number 306 6928-D27-53

Renewal Effective Date Renewal Expiration Date
OCT 27 2018 to APR 27 2019

Coverages

VEH 1 A D500 G500 U
VEH 2 A D500 G500 U
VEH 3 A D500 G500 U
VEH 4 A D500 G500 U

Vehicle - Year, Make, Model of Covered Vehicle, VIN

- 1 2015 CHRYSLER 200
1C3CCCBG1FN522264
- 2 2012 BUICK VERANO
1G4PS5SK1C4132861
- 3 2016 MERCEDES C300
55SWF4JB9GU115495
- 4 2012 CADILLAC CTS
1G6DG5E53C0109882

Insured WEESE, WAYNE A & RUTH C
5808 ORCHARD TRAIL DR
PEARLAND TX 77581-2263

Drivers: BENJAMIN
RUTH

NOAH
WAYNE