

COUNTY OF WEBB } {

**PROFESSIONAL SERVICES AGREEMENT BETWEEN WEBB COUNTY AND
GABRIEL MAGNON-SALINAS FOR THE TEXAS EMERGENCY NETWORK
DIVERSION (TEND) COURT PROGRAM, LAREDO/WEBB COUNTY/TEXAS, OFFICE
OF THE GOVERNOR, PUBLIC SAFETY OFFICE. GRANT FUND NUMBER 4325004**

The agreement made by and between the County of Webb (hereinafter referred to as "Webb County") and Gabriela Magnon-Salinas, effective the **1st day of October 2024.**

RECITALS

WHEREAS, Webb County by and through the Texas Emergency Network Diversion (TEND) Court is authorized to provide a diversion program of services for youth aged ten to seventeen who appear in the Child Protection Court of Judge Selina Mireles; and

WHEREAS, one of the goals of Webb County and the TEND Court is to assist youth who have risk factors identified using the CSE-IT tool which indicates they have a clear or potential concern for exploitation, human trafficking and commercial sexual exploitation victimization; and

WHEREAS, Webb County and the TEND Court desire to engage the services of a professional Child Protection Court Coordinator who performs advanced senior-level court coordination work involving overseeing court administrative operation for the TEND Court Program; and

WHEREAS, Gabriela Magnon-Salinas is capable of providing advanced senior-level court coordination work involving overseeing court administrative operation for the TEND Court Program and is highly capable of rendering services to the TEND Court on the terms and conditions provided herein; and

WHEREAS, this agreement complies and is approved by the Office of the Governor, Public Safety Office, with the funding requirements of Grant 4325004; and

NOW, THEREFORE, Webb County hereby retains the services of Gabriela Magnon-Salinas who hereby agrees to render its services as follows:

I. SERVICES

Gabriela Magnon-Salinas agrees to coordinate and assist but not limited with hearings statutory and un-statutory scheduling, staffings, Attorney Ad Litem (AAL) assignments, TEND Court staff, emergency removals and placement processing information as needed, filing Motions from AAL and the TEND Court Judge, assist with identification of the TEND Court youth case status via Child Protection Case Management System (CPCMS), assist with evening virtual duties such as the TEND Court sessions for youths who are placed outside of Laredo/Webb County/Texas, assignments and tasks may/will include evenings, and or weekends dependent on the need and

urgency of the TEND Court youth's situation, and all other duties/tasks as assigned by the TEND Court Judge; and coordinate with the TEND Court Judge, and its Executive Director to provide the aforementioned required tasks and duties. The Webb County TEND Court shall utilize funds received by the Office of the Governors (OOG), Public Safety Office (PSO), for the Texas Emergency Network Diversion (TEND) Court, Grant Number 4325004, specifically to allow Gabriela Magnon-Salinas to receive payment for her advanced senior-level court coordination work involving overseeing court administrative operation, and is highly capable of rendering services in accordance with the terms of the grant application which is referred to and incorporated herein for all purposes as if set out in full.

II. CONFIDENTIALITY

Any reports, information, data, given to or assembled by Gabriela Magnon-Salinas under this agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of Webb County unless otherwise provided by law except to the presiding Judge, Judge Selina Mireles, and/or the TEND Court Executive Director upon request.

III. TERM

This agreement shall be in effect for a period until the end date of grant 4325004, **on September 30, 2025** provided the TEND Court and Gabriela Magnon-Salinas are satisfied with the working arrangements governed by this Agreement.

IV. PROFESSIONAL SERVICE AND DUTIES

1. Gabriela Magnon-Salinas agrees to coordinate and assist but not limited with hearings statutory and un-statutory scheduling, staffings, Attorney Ad Litem (AAL) assignments, TEND Court staff, emergency removals and placement processing information as needed, filing Motions from AAL and the TEND Court Judge, assist with identification of the TEND Court youth case status via Child Protection Case Management System (CPCMS), assist with evening virtual duties such as the TEND Court sessions for youths who are placed outside of Laredo/Webb County/Texas, assignments and tasks may/will include evenings, and or weekends dependent on the need and urgency of the TEND Court youth's situation, and all other duties/tasks as assigned by the TEND Court Judge; and coordinate with the TEND Court Judge, and its Executive Director to provide the aforementioned required tasks and duties for the Texas Emergency Network Diversion (TEND) Court, Grant 4325004.
2. Gabriela Magnon-Salinas shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services as performed by TEND Court pursuant to the Texas Emergency Network Diversion (TEND) Court Program, Grant 4325004, in accordance with the TEND Court Judge Selina Mireles and/or the Executive Director.

V. COMPENSATION

For services rendered as stated above, Webb County agrees to compensate Gabriela Magnon-Salinas a total amount of not more than \$18,000.00 (eighteen thousand dollars) for the grant award year 2024 - 2025 for all services provided to the TEND Court. Gabriela Magnon-Salinas shall submit written invoices, itemized in reasonable detail, including the dates on which services were performed, and a brief description of the services rendered. Webb County shall pay Gabriela Magnon-Salinas the amounts due within 30 days of receiving the required invoices from Gabriela Magnon-Salinas. The payment of fees shall not exceed \$18,000.00.

VI. INDEMNIFICATION

In order to protect Webb County and The Laredo/Webb County TEND Court Program, Gabriela Magnon-Salinas shall indemnify and hold Webb County harmless from any and all claims arising out of the performance of her duties under this agreement.

VI. ASSIGNMENT

Neither this Agreement nor any duties or obligations hereunder shall be assignable by Gabriela Magnon-Salinas without the prior written consent of Webb County.

VII. SUCCESSORS AND ASSIGNS

Subject to the provision regarding the assignment, this agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

VIII. GOVERNING LAW

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

IX. INDEPENDENT CONTRACTOR

It is the intention of the parties that under this agreement Gabriela Magnon-Salinas is an independent contractor and not an employee of Webb County or the Laredo/Webb County TEND Court. In this regard, Webb County shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of Gabriela Magnon-Salinas profession.

X. NOTICES

Any notice required hereunder shall be in writing and hand-delivered or mailed to the respective parties as follows:

TO: Gabriela Magnon-Salinas
11104 Escandon Drive
Laredo, TX. 78045

TO: WEBB COUNTY
Honorable Tano Tijerina
Webb County Judge
1110 Victoria St. Suite 104
Laredo, TX 78040

XI. ENTIRE AGREEMENT

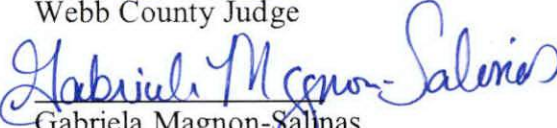
This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding unless in writing signed by both parties.

IN WITNESS HEREOF we have affixed our signatures on this the 13th day of January, 20245.

Signed by:



Tano Tijerina
Webb County Judge



Gabriela Magnon-Salinas
Court Coordinator

ATTESTED:



Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:





Jorge L. Trevino, Jr.

Assistant Civil Legal Division Attorney*

*By Law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek the review and approval of their own respective attorney(s).

