

COUNTY OF WEBB } {

**CONSULTING SERVICES AGREEMENT BETWEEN WEBB COUNTY AND
DR. FRANCES BERNAT FOR THE WEBB COUNTY TEXAS (TRAFFICKING)
NETWORK DIVERSION (TEND) COURT, OFFICE OF THE GOVERNOR
GRANT FUND NUMBER 4325002**

The agreement made by and between the County of Webb (hereinafter referred to as “Webb County”) and Dr. Frances Bernat, effective the **1st day of May 2023**.

RECITALS

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

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

WHEREAS, Webb County and TEND Court desire to engage the services of an academic consultant to perform research on TEND program outcomes so that TEND Court services can be evaluated; and

WHEREAS, Dr. Frances Bernat is capable of providing academic evaluation research services and desires to render services to evaluate the TEND Court program and services on the terms and conditions provided herein; and

WHEREAS, this agreement complies with the funding requirements of Grant 4325002; and

NOW, THEREFORE, Webb County hereby retains the services of Dr. Frances Bernat who hereby agrees to render its services as follows:

I. SERVICES

Dr. Frances Bernat agrees to coordinate with the TEND Court and its Executive Director to provide the required research and evaluation skills and expertise to assess the TEND Court program. The Webb County TEND Court shall utilize a percentage of the funds received by the Office of the Governors for Texas (Trafficking) Network Diversion (TEND) Court Program, Grant Number 4325002, specifically to allow Dr. Frances Bernat to receive payment for research and evaluation services that will be provided 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, or studies given to or assembled by Dr. Frances Bernat 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 the grant **on September 30, 2024**, provided TEND Court and Dr. Frances Bernat are satisfied with the working arrangements governed by this Agreement.

IV. PROFESSIONAL SERVICE AND DUTIES

1. Dr. Frances Bernat shall provide research and evaluation for the Texas (Trafficking) Network Diversion (TEND) Court Program, 4325002 grant.
2. Dr. Frances Bernat shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services; including an assessment of the TEND Court Intake and follow-up assessments performed by TEND Court pursuant to the Texas (Trafficking) Network Diversion (TEND) Court Program, 4325002 grant.
3. Dr. Frances Bernat shall assist in the writing of the final report to TEND Court within 120 hours (5 days) of notice from the referring agency. The comprehensive report shall be based on Grant Protocols regarding the Intake and Follow-up surveys on youth in the program, and other such assessments in accordance with TEND Court's Judge and/or the Executive Director.
4. Dr. Frances Bernat shall work with TEND Court's Judge and/or the Executive Director to provide research and evaluation and respond to queries about the program's evaluation findings. An assessment will be completed to identify and evaluate the program's strengths, weaknesses, and difficulties, by providing feedback on program policies and protocols.

V. COMPENSATION

For services rendered as stated above, Webb County agrees to compensate Dr. Frances Bernat a total amount of not more than \$5,000.00 (five thousand dollars) for the grant award year 2023-2024 for all services provided to TEND Court. Dr. Frances Bernat 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 Dr. Frances Bernat the amounts due within 30 days of receiving the required invoices and reports from Dr. Frances Bernat. The payment of fees shall not exceed \$5,000.00.

VI. INDEMNIFICATION

In order to protect Webb County and The Webb County TEND Court Program, Dr. Frances Bernat 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 Dr. Frances Bernat 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 Dr. Frances Bernat is an independent contractor and not an employee of Webb County or the Webb County TEND Court Program. 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 Dr. Frances Bernat's profession.

X. NOTICES

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

TO: Frances Bernat, PhD, JD
9114 McPherson Rd. #3001
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 _____ day of _____, 2023.

Signed by:

Tano Tijerina
Webb County Judge

Frances Bernat
Regents Professor, Texas A&M System

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).