

COUNTY OF WEBB } {

**CONTRACTING SERVICES AGREEMENT BETWEEN WEBB COUNTY AND  
RHONDA KUYKENDALL 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 Rhonda Kuykendall, effective the **19<sup>th</sup> 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 contract services of Rhonda Kuykendall consultant against Human Trafficking/Commercial Sexual Exploitation of Children (HT/CSEC) to plan, organize, schedule, and conduct sessions via Zoom with the TEND youth, as recommended by the TEND Court; and

**WHEREAS**, Rhonda Kuykendall is capable of providing awareness and prevention sessions and desires to render services to the TEND Youth in 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 Rhonda Kuykendall who hereby agrees to render its services as follows:

**I. SERVICES**

Rhonda Kuykendall agrees to coordinate with the TEND Court and its Executive Director to provide the required awareness and preventive sessions for Human Trafficking/Commercial Sexual Exploitation of Children (HT/CSEC), including planning and reporting to the TEND Court. 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 Rhonda Kuykendall to receive payment at a rate of \$60.00 (sixty dollars) per hour for five (one-hour) sessions, including one hour for planning for the five sessions, and one hour for reporting for the five sessions, for each TEND Youth, contract services 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 Rhonda Kuykendall 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 May 31, 2024**, provided TEND Court and Rhonda Kuykendall are satisfied with the working arrangements governed by this Agreement.

## **IV. PROFESSIONAL SERVICE AND DUTIES**

1. Rhonda Kuykendall shall provide five sessions on awareness and prevention of Human Trafficking/Commercial Sexual Exploitation of Children for TEND Youth for Texas (Trafficking) Network Diversion (TEND) Court Program, 4325002 grant.
2. Rhonda Kuykendall shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services; including developing, planning, and conducting Zoom meetings with the TEND Youth, and reporting to the TEND Court on the youth's engagement in each session as requested by the TEND Court pursuant to the Texas (Trafficking) Network Diversion (TEND) Court Program, 4325002 grant.
3. Rhonda Kuykendall shall work with TEND Court's Judge and/or the Executive Director to provide awareness and prevention of Human Trafficking/Commercial Sexual Exploitation of Children for TEND Youth in Texas (Trafficking) Network Diversion (TEND) Court Program, 4325002 grant including revamping the educational material presented depending on the needs of the TEND youths.

## **V. COMPENSATION**

For services rendered as stated above, Webb County agrees to compensate Rhonda Kuykendall a total amount of not more than \$4,500.00 (four thousand five hundred dollars) for the grant award year 2022-2023 for all services provided to TEND Court. Rhonda Kuykendall 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 Rhonda Kuykendall the amounts due within 30 days of receiving the required invoices and reports from Rhonda Kuykendall. The payment of fees shall not exceed \$4,500.00.

## **VI. INDEMNIFICATION**

In order to protect Webb County and The Webb County TEND Court Program, Rhonda Kuykendall 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 Rhonda Kuykendall 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 Rhonda Kuykendall 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 Rhonda Kuykendall's profession.

## **X. NOTICES**

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

TO: Rhonda Kuykendall  
4216 Penn Lane  
Richmond, TX 77406

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



\_\_\_\_\_  
Rhonda Kuykendall  
Advocate

**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).