

COUNTY OF WEBB } {

**CONTRACTING SERVICES AGREEMENT BETWEEN WEBB COUNTY AND
RHONDA KUYKENDALL FOR THE LAREDO/WEBB COUNTY TEXAS EMERGENCY
NETWORK DIVERSION (TEND) COURT, OFFICE OF THE GOVERNOR
GRANT FUND NUMBER 4325003**

The agreement made by and between the County of Webb (hereinafter referred to as “Webb County”) and Rhonda Kuykendall, effective the 20th day of May 2024.

RECITALS

WHEREAS, Webb County by and through the Texas Emergency Network Diversion (TEND) Court Program 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 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 4325003; 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 and 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 Laredo/Webb County TEND Court shall utilize a percentage of the funds received by the Office of the Governors for Texas Emergency Network Diversion (TEND) Court Program, Grant Number 4325003, specifically to allow Rhonda Kuykendall to receive payment at a rate of \$81.25 (eighty-one dollars and twenty-five cents) the OOG state allowed. The rate is per hour for five (one-hour) sessions, including one hour for planning for the five sessions, and one hour for reporting documentation for the five sessions, for each TEND Youth. In addition, the \$650.00 rate will be paid

when the TEND Court setting is a group session. These services provided are 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

All TEND Court reports, information, data, or studies given to or assembled by Rhonda Kuykendall under this agreement shall remain confidential. The latter shall not be made available to any third party, 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 4325003 **on September 30, 2024**, provided the 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 Court youth participating in the Texas Emergency Network Diversion (TEND) Court Program, Grant 4325003.
2. Rhonda Kuykendall shall devote such time to the performance of duties under this Agreement as deemed necessary for the completion of its services. The services include 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 Emergency Network Diversion (TEND) Court Program, Grant 4325003.
3. Rhonda Kuykendall shall work with the TEND Court Judge and/or the Executive Director to provide awareness and prevention of Human Trafficking/Commercial Sexual Exploitation of Children for TEND Youth in Texas Emergency Network Diversion (TEND) Court Program, Grant 4325003 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 \$8,625.00 (eight thousand six hundred twenty-five dollars) for the grant award year 2023-2024 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 \$8,625.00.

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

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, BSW
Human Trafficking Survivor 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).