

**COUNTY OF WEBB §**

**STATE OF TEXAS §**

**SERVICE AGREEMENT BETWEEN WEBB COUNTY AND GABRIELA 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 4325003**

The agreement made by and between the County of Webb (hereinafter referred to as “Webb County”) and Gabriela Magnon-Salinas (hereinafter referred to as “Consultant”), effective the 1<sup>st</sup> day of October 2023.

**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 operations for the TEND Court Program; and

**WHEREAS**, Gabriela Magnon-Salinas is capable of providing advanced senior-level court coordination work involving overseeing court administrative operations 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 4325003; 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 with hearings statutory and un-statutory scheduling, staffing, 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 4325003, 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, or 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. This Agreement is subject to release under the Texas Public Information Act, Chapter 552 of the Texas Government Code.

## **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 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 is not limited with hearings statutory and un-statutory scheduling, staffing, 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 4325003.

2. Gabriela Magnon-Salinas shall devote such time to the performance of her duties under this Agreement as is necessary for the completion of her services as performed for the TEND Court

under the Texas Emergency Network Diversion (TEND) Court Program, Grant # 4325003, 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 not to exceed \$18,000.00 (eighteen thousand dollars) to be paid monthly in an amount of \$1,500 for the grant award year 2023-2024 for all services provided to the TEND Court. It is confirmed by the TEND Court that OOG grant has permitted the retroactive payment for the services provided by Gabriela Magnon-Salinas effective October 1, 2023, and as a condition, the Consultant shall submit written invoices, itemized in reasonable detail, including the dates on which services were performed, and a brief description of the services rendered in order to receive retroactive payment pursuant to the approval of the Grant Manager for the OOG Grant # 4325003 and the TEND Court. Upon approval and execution of this Agreement should the invoices be sufficient to identify the work performed by Consultant then Webb County shall pay Gabriela Magnon-Salinas the amounts due within 30 days of receiving the required invoices from Gabriela Magnon-Salinas.

## **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. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees, and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

## **VII. 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.

## **VIII. 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.

## **IX. GOVERNING LAW/VENUE**

This contract is performable in Webb County, Texas, and the venue for any legal action under this contract shall lie exclusively in Webb County, Texas; State District Court. 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.

## **X. WAIVER**

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

## **XI. 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.

## **XII. DISCLOSURE**

Independent Contractor is required to immediately or timely, as the case may be, disclose to Webb County and Appropriate Texas State Agency the following:

a. If any Person who is an employee or director of Independent Contractor is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, Independent Contractor shall provide Webb County and the appropriate State Agency timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

b. If any Person who is an employee, sub-service provider, or director of Independent Contractor is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;

c. Report any actions or citations by federal, state, or local governmental agencies that may affect the Independent Contractor's licensure status or its ability to provide Services hereunder.

## **XIII. 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

## **XIV. TERMINATION**

Webb County may terminate this Agreement without cause or in the event of a material breach of the terms of this Agreement. Independent Contractor may elect to terminate this

Agreement prior to its expiration without any breach by giving written notice to Webb County, Texas by certified mail return receipt requested. When termination of this Agreement is provided in writing by Webb County said termination shall be effective immediately upon notice to Gabriela Magnon-Salinas. When this Agreement is terminated by either party, Consultant shall submit a final invoice to the Court in which the amount due for the month in which termination occurs will be prorated and paid based on the number of days remaining in the month minus the days in which the Agreement was still in effect divided by the monthly payment. The date of termination shall be paid.

#### **XV. COUNTERPARTS, FACSIMILE SIGNATURE DELIVERY**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument. The parties acknowledge that the delivery of executed counterparts of this Agreement may be offered by facsimile transmission. This Agreement will be deemed effective as of the date signed and dated by both parties.

#### **XVI. LEGAL COMPLIANCE**

The parties hereto agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.


#### **XVII. ENTIRE AGREEMENT**

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto concerning 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 \_\_\_\_\_, 2024.

Signed by:

\_\_\_\_\_  
Tano Tijerina  
Webb County Judge

  
\_\_\_\_\_  
Gabriela Magnon-Salinas  
Consultant/TEND Court

Date: \_\_\_\_\_

Date: 5/9/24

**ATTESTED:**

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Margie Ramirez Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

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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).