

Contract for Services

1. Names

This agreement is between State of Texas, County of Webb, a Texas corporation (Client), and Graciela Martinez-Vela, LCDC, NCAC I, CART a qualified Substance Abuse Professional (Independent Contractor).

2. Services to be Performed

Contractor agrees to perform the following services for Client:

Contractor will provide the following services at 1319 Corpus Christi St., Suite 4, Laredo, TX 78041.

Substance Abuse Professional Services following DOT Return to Duty Process AND

Drug and Alcohol Evaluations not related to DOT Process.

3. Time for Performance

Contractor will perform the services according to the Schedule of Work set forth in Attachment 1 attached to and made part of this Agreement.

4. Payment

Client will only refer employee to the Contractor. Payment to the contractor will solely be the responsibility of the employee.

5. Terms of Payment

Upon completing Contractor's services under this Agreement, Contractor shall submit an invoice. Employee shall pay Contractor within 20 days from the date of Contractor's invoice.

6. Late Fees

Late payments by Employee shall be subject to late penalty fees of .67% per month from the due date until the amount is paid.

7. Limited Liability

This provision allocates the risks under this Agreement between Contractor and Employee. Contractor's pricing reflects the allocation of risk and limitation of liability specified below.

Contractor's total liability to Client under this Agreement for damages, costs and expenses shall not exceed the compensation received by Contractor under this Agreement. However, Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Contractor, or Contractor's employees or agents, while on Client's premises to the extent such actions or omissions were not caused by Client.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

The Client, Webb County will not be responsible for any cost or fees owed to Contractor.

8. Equipment and Supplies

Contractor, at Contractor's expense, will provide all equipment, tools and supplies necessary to perform the contractual services.

9. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

10. Terminating the Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of the date Contractor completes the services required by this Agreement or the date a party terminates the Agreement as provided below.

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

- a material violation of this Agreement, or
- Employee's failure to pay Contractor's fees as provided in this agreement, where Contractor has demanded payment, in writing, and has not received payment at least 20 days after the date that such demand was sent to Employee.

In addition, either party may terminate this Agreement at any time by giving 30 days written notice of termination.

Contractor shall be entitled to full payment for services performed prior to the date this Agreement is terminated.

11. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor will have the right to control and determine the methods and means of performing the contractual services.
- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- Client shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.

- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

12. State and Federal Taxes

Client will not:

- (a) withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or
- (b) withhold state or federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this contract.

If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Employee. Employee shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Employee.

13. Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over

the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

14. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

15. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

16. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

17. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

18. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of Texas.

19. Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

20. Modification

This agreement may be modified only by a written agreement signed by the parties.

21. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

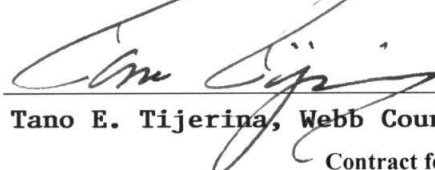
22. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

CLIENT

State of Texas, County of Webb,
a Texas corporation
1110 Washington St., Suite 101
Laredo, Texas 78040

Dated: January 31, 2017

By: 
Tano E. Tijerina, Webb County Judge

Unknown

Authorized Representative(s)

CONTRACTOR

Graciela Martinez-Vela, LCDC, NCAC I, CART
Qualified Substance Abuse Professional

an Independent Contractor,

1319 Corpus Christi St., Suite 4

Laredo, Texas 78041

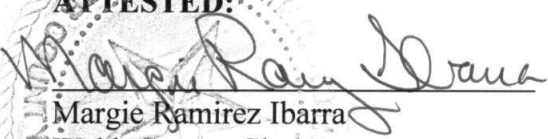
Dated: 1/26/17

By: 

Graciela Martinez-Vela

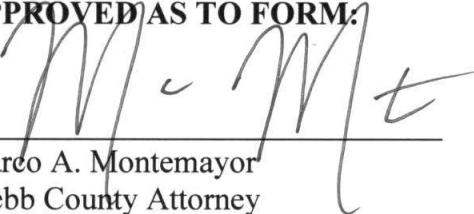
Independent Contractor

ATTESTED:



Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Marco A. Montemayor
Webb County Attorney

*By law, the county attorney's 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 review and approval of their own respective attorney(s).

**Passed and approved by the Webb County Commissioners Court
On January 23, 2017. Item No. 15**

Attachment 1

to

Contract for Services

1. Names

This attachment is made by State of Texas, County of Webb, a Texas corporation (Client), and Graciela Martinez-Vela, LCDC, NCAC I, CART, Qualified SAP in Texas (Independent Contractor).


2. Work Schedule

Effective January 1, 2017 to December 31, 2017

CLIENT

State of Texas, County of Webb,
a Texas corporation
1110 Washington St., Suite 101
Laredo, Texas 78040

Dated: January 31, 2017

By: 

Tano E. Tijerina, Webb County Judge

Authorized Representative(s)

CONTRACTOR

Graciela Martinez-Vela, LCDC, NCAC I, CART
Qualified Substance Abuse Professional

an Independent Contractor,

1319 Corpus Christi St., Suite 4

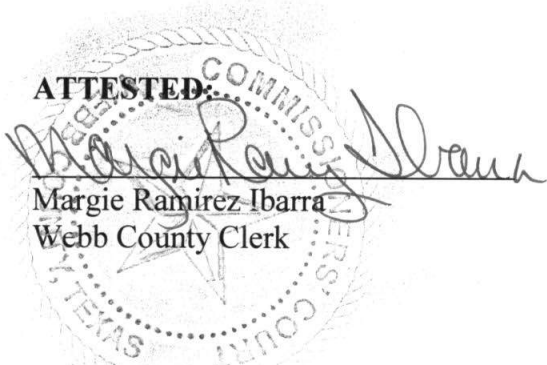
Laredo, Texas 78041

Dated: 1/26/17

By: 
Graciela Martinez-Vela, LCDC, NCAC I, CART
Qualified SAP

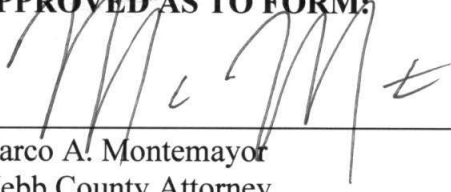
(Independent Contractor)

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Marco A. Montemayor
Webb County Attorney

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