

# PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as “County”, and Michelle Warmbrodt, hereinafter referred to as “Attorney”, to be effective from and after the date as provided herein.

## WITNESSETH:

**WHEREAS**, the County desires to engage the services of an Attorney to review library generated pro se forms for the Collin County Law Library and any other library services in connection with the forms review hereinafter referred to as the “Project”; and

**WHEREAS**, the Attorney desires to render such services for the County upon the terms and conditions provided herein.

## NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

### I. Employment of the Attorney

1.1 The County hereby agrees to retain the Attorney to perform services in connection with the Project; Attorney agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

### II. Scope of Services

2.1 The parties agree that Attorney shall perform such services as are set forth herein and described in Exhibit “A”, which is attached hereto and thereby made a part of this Agreement. Work for each term shall be preceded by a Purchase Order issued by County. The parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the County.

2.2 The Attorney shall advise the County with regard to the necessity for subcontract work to be performed hereunder.

### III. Schedule of Services

3.1 The Attorney agrees to commence her services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in the Schedule attached hereto as Exhibit “B” and thereby made a part of this Agreement. Attorney shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond her reasonable control. Should such circumstances occur, the Attorney shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### **IV. Compensation and Method of Payment**

4.1 The parties agree that Attorney shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251.

#### **V. Information to be provided by the County**

5.1 The County agrees to furnish to Attorney, prior to the Attorney's commencement of her services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

#### **VI. Progress Meetings**

6.1 Attorney agrees to attend all regularly scheduled meetings with the Law Librarian and other meetings as may be required, related to the "Project" and scheduled by County. Attorney shall, at such meetings, outline work accomplished and special problems encountered in connection with the Project during the previous report period, as well as planned work activities and special problems anticipated for the next report period.

#### **VII. Insurance**

7.1 Attorney agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

#### **VIII. Indemnity**

8.1 The Attorney agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or occasioned by Attorney's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Attorney, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Attorney is legally liable.

#### **IX. Independent Contractor**

9.1 In the performance of services hereunder, the Attorney shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

## **X. Assignment and Subletting**

10.1 The Attorney agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Attorney further agrees that the assignment or subletting of any portion or feature of the services required in the performance of this Agreement shall not relieve the Attorney from full obligations to the County as provided by this Agreement.

## **XI. Audits and Records/Prohibited Interest**

11.1 The Attorney agrees that at any time during normal business hours, and as often as County may deem necessary, Attorney shall make available to representatives of the County for examination all of her records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.2 The Attorney acknowledges to the County that she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest with the County.

## **XII. Contract Termination**

12.1 The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Attorney. In the event of such termination without cause, Attorney shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Attorney in connection with this Agreement. Attorney shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Attorney shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

## **XIII. Complete Contract**

13.1 This Agreement, including the exhibits hereto lettered "A" through "G", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and the Attorney.

13.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Attorney by law with respect to the Attorney's duties, obligations, and performance hereunder. The Attorney's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Attorney acknowledges that the County is relying upon the Attorney's skill and experience in performing the services pursuant to this Agreement.

#### **XIV. Mailing of Notices**

14.1 Unless instructed otherwise in writing, Attorney agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Collin County  
Attn: Purchasing Department  
2300 Bloomdale, Suite 3160  
McKinney, TX 75071

14.2 County agrees that all notices or communications to Attorney permitted or required under this Agreement shall be addressed to Attorney at the following address:

Michelle Warmbrodt  
PO Box 2106  
Allen, Texas 75013

14.3 All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

#### **XV. Miscellaneous**

##### **15.1 Paragraph Headings**

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

##### **15.2 Interpret Contract Fairly**

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

##### **15.3 Venue/Governing Law**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

##### **15.4 Parties Bound**

County and Attorney, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

##### **15.5 Severability**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

**15.6 Effective Date**

This Agreement shall be effective on \_\_\_\_\_, 20\_\_.

**15.7 Term of Agreement**

The term of this Agreement shall conform to the schedule as stipulated in Exhibit “B” attached herein. No other extension shall be authorized unless granted by written agreement between the County and Attorney.

**15.8 Observe and Comply**

Attorney shall at all times observe and comply with all federal and State laws and regulations and with all County rules and procedures which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Attorney agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

**WITNESS OUR HANDS AND SEALS** on the date indicated below.

COLLIN COUNTY, TEXAS

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

By: \_\_\_\_\_

Michalyn Rains, CPPO, CPPB  
Purchasing Agent

Michelle Warmbrodt

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The chosen State of Texas licensed attorney shall review approximately 100 library generated forms that have been developed. These forms are given to self-represented litigants and must be accurate. The purpose of this review will be to verify that the forms are current per statutory changes at the end of the most recent legislative session. The Attorney will:

1. Develop a process with the County to complete the project within the term of the agreement;
2. Review the list of forms in Exhibit G and other forms as required;
3. Provide changes or updates to the forms;
4. Verify that the forms are current per statutory changes at the end of the most recent legislative session; and,
5. Provide statistical information as required.

#### **Special Considerations:**

1. The Attorney will notify his/her supervisor of any potential conflicts of interest arising from his/her work.
2. Any travel associated with this project will not be reimbursed.
3. The Attorney shall agree to all Information Technology (IT) policies and procedures required by the County.
4. Rate for services is \$50.00 per hour.

## **EXHIBIT "B"**

### **TERM**

Term of Contract is for one (1) year starting from the effective date. Project is not to exceed Four Hundred Fifty (450) hours. This contract may be extended with a contract amendment executed by both parties if funding is available.

**EXHIBIT "C"**

**PAYMENT SCHEDULE**

The Attorney will invoice the County for actual hours worked. Invoices will be transmitted to the County on monthly basis (last day of each month).

**EXHIBIT “D”**

**INFORMATION TO BE PROVIDED BY THE COUNTY**

The County will make available to Attorney any and all information, data, etc. as it may have in its possession relating to the project described herein.

**EXHIBIT "E"**

**INSURANCE REQUIREMENTS**

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1.0 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law indicating the coverage is to remain in force throughout the term of this contract. In addition to any coverage required by Texas Law, the vendor shall provide the following coverages.

1.2 Professional Liability Insurance at minimum limits of \$500,000 per occurrence and \$1,000,000 general aggregate. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

2.0 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.0 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.1 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3 All copies of Certificates of Insurance shall reference the project/contract number.

4.0 All insurance shall be purchased from an insurance company that meets the following requirements:

4.1 A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.

5.0 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

5.2 Sets forth the notice of cancellation or termination to Collin County.

**EXHIBIT "F"**

**RELEASE AND WAIVER AGREEMENT**

STATE OF TEXAS                    )  
  )  
COUNTY OF COLLIN    )

KNOW ALL MEN BY THESE PRESENTS:

1.       That I, \_\_\_\_\_(hereinafter the "Undersigned") for and in consideration of being allowed (myself and employees) to work on-site in a Collin County facility, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby freely, irrevocably, fully and completely waive any and all claims, debts, demands, actions, causes of action, lawsuits, sums of money, contracts, agreements, judgments and liabilities, that the Undersigned and/or their respective heirs, assigns, personal administrators, personal representatives, and next of kin, have, or which may hereafter accrue against Collin County and all their agents, attorneys, employees, officers and elected or appointed representatives and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not (hereinafter the "Released Parties"), growing out of or in any way related to or accrued as a consequence of working at or in a Collin County facility.

2.       In consideration of being allowed to work in a Collin County Facility the Undersigned identified below, acknowledges, appreciates, and agrees that this can create a risk of injury, and the Undersigned knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of others, including claims arising out of the negligence of Collin County, and all their agents, attorneys, employees, officers and elected or appointed representatives and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not.

3.       The Undersigned further represents and warrants they have carefully read the foregoing RELEASE AND WAIVER AGREEMENT, know and understand the contents hereof completely, that they agree to all terms herein, and signs the same as their own free will, act and deed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**Contractor**

## EXHIBIT "G"

### LIST OF LEGAL FORMS

#### Family Law

##### *Adoption*

- Adoption of an Adult
- Adoption of a Child
- Adoption by Stepparent, with Termination of Parental Rights
- Adoption by Stepparent, without Termination of Parental Rights
- Foreign (out of country) Adoption Registration and Court Order
- Petition to Inspect Adoption Records

Affidavit of Relinquishment of Parental Rights

##### *Child Support*

- Letter to Register Foreign Support Order Under UIFSA
- Motion to Modify Child Support
- Motion to Modify/Terminate Writ of Withholding

Clarification

Confer with Child

Consent to Travel

##### *Divorce*

- Divorce Transfer, Without Children
- Divorce Transfer, With Children
- Divorce Counter-petition, Without Children
- Divorce Counter-petition, With Children
- Motion to Sign Decree of Divorce

Emancipation

##### *Enforcement*

- Enforcement of Possession or Access to Child
- Enforcement of Property or Performance, Without Children
- Enforcement of Property or Performance, With Children
- Enforcement of Child Support
- Enforcement of Writ of Withholding

#### **Grandparent Access to Child**

**Letter to Register Foreign (out of state) Child Custody Determination**

**Letter to Register Foreign (out of state) Support Order Under UIFSA**

##### *Name Change*

- Name Change of Adult
- Name Change of Family, One Parent as Petitioner
- Name Change of Family, Both Parents as Petitioners
- Name Change of Two Minors, One Parent as Petitioner
- Name Change of Two Minors, Both Parents as Petitioners

Power of Attorney for Parental Authority

##### *Protective Order*

- Order Extending Protective Order
- Vacate Protective Order

##### *Suit Affecting the Parent-Child Relationship (SAPCR)*

- SAPCR Counter-Petition
- Answer/Countermotion to Modify SAPCR
- SAPCR Transfer
- Foreign (out of state) SAPCR Modification

*Temporary Restraining Order (TRO) and Temporary Orders*

- TRO, After Divorce Filed, With Children
- TRO, After SAPCR Filed
- TRO, Non-Family Law (Harassment)
- Temporary Orders After Divorce Filed, Without Children
- Temporary Orders After Divorce Filed, With Children
- Temporary Orders After SAPCR Filed
- Extend Temporary Restraining Order, Without Children
- Extend Temporary Restraining Order, With Children
- Enforcement of Temporary Orders
- Motion to Modify Temporary Orders

Termination of Parental Rights

Relinquishment of Parental Rights (Affidavit)

*Waivers*

- Order Granting Waiver of Prohibition Against Remarriage
- Waiver Permitting Marriage Within 72 Hours of Issuance of Marriage License
- Waiver Permitting Dissolution of Marriage Without 60 Day Waiting Period

Writ of Habeas Corpus for Return of Child

## **Civil Litigation**

Affidavit, General

Affidavit of Identity

Affidavit of Inability to Give Security for Costs (Pauper's Affidavit)

Answer, all kinds

*Appeals*

- Appeal from County/District Court to 5<sup>th</sup> District Court of Appeals
- Appeal from Justice Court to County Court at Law
- Appeal of Attorney General Child Support Decision
- Appeal from Municipal Court Bond
- Appearance Bond

Certificate of Service

Continuance

*Dismissal*

- Motion to Dismiss
- Motion to Reinstate a Dismissed Case

Electronic Hearing

Enjoin Foreclosure Sale

Fiat

Inmate Unsworn Declaration

Judicial Review

Military Affidavit

New Trial Motion

Nunc Pro Tunc Judgment [Clerical Error]

Order Setting Hearing Date

*Power of Attorney*

- Statutory Durable Power of Attorney
- Revocation of Power of Attorney
- Medical Power of Attorney for Designation of Health Care Agent
- Standard Out of Hospital Do Not Resuscitate Order

### *Release*

- General
  - Judgment Lien
  - Release of Mechanic's Lien
  - Participation Permit [Event] and Parent's/Guardian's Waiver
  - Release of Funds to Custody of Court
- Substituted Service (Rule 106)

## **Criminal**

### *Affidavit of Indigency (for Court-Appointed Attorney)*

- Affidavit of Indigency
- Affidavit of Indigency for Juveniles
- Affidavit of Indigency and Application for Court-Appointed Attorney in Termination Suit
- Dismiss & Substitute Indigent Counsel

Affidavit of Surety to Surrender Principal

Community Supervision Modification

Credit on Sentence

Dismissal of Deferred Adjudication

### *Early Release from Probation*

- Early Release from Probation (regular probation)
  - Early Release from Deferred Adjudication Probation
- Motion for Reduction of State Jail Felony Punishment to Misdemeanor Punishment

Nondisclosure of Records

Non-Prosecution Affidavit

### *Occupational Driver's License*

- Application for Occupational Drivers License
- Petition to Modify Occupational Drivers License

Reduction of Sentence

Removal of Ignition Interlock Device

Request for Time Served

Return of Seized Property

Sealing Juvenile Records

Writ of Habeas Corpus

## **Probate and Property**

Affidavit of Heirship

Appointment of Agent to Control Disposition of Remains

### *Deeds*

- Executor's Deed
- General Warranty
- Special Warranty
- Quitclaim

Muniment of Title

Directive to Physicians and Family or Surrogates

Small Estates Affidavit (estates valued at \$50,000 or less)