

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 Carolyn Skogman, hereinafter referred to as "Attorney," to be effective from and after the date of execution by both parties.

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"; the current list of pro se forms is attached as Exhibit G, 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 subject to the terms and conditions provided herein. The Attorney agrees to perform such services in accordance with the terms and conditions of this Agreement and to perform such services in a competent and timely manner, exercising the same degree of care, skill, and diligence as is possessed and exercised by a licensed member of the State Bar of Texas, currently practicing in the areas the forms are associated with.

II. Scope of Services

2.1 The Attorney shall perform the services as are set forth herein and described in Exhibit "A," which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the services to be performed may be authorized in writing from time to time by the County.

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 Exhibit "B" which is attached hereto and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

4.1 The parties agree that the 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" which is attached hereto 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 the 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 or County 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 its 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 the 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 associated with her working for 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 the 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, work product 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 representations that she is knowledgeable and competent to provide these services.

13.3 Any County property, including but not limited to books, records, files, documents and equipment, in Attorney's possession shall be maintained by Attorney in good condition and repair, and

shall be returned to the County by the Attorney upon termination of the Contract. All documents, records, and other work product and property produced during the performance of this Contract are the property of the County and the Attorney shall execute upon request any documents necessary to transfer ownership of such documents to the County.

XIV. Mailing of Notices

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

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

Collin County Administrator
Attn: Bill Bilyeu
2300 Bloomdale, Suite 4192
McKinney, TX 75071

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

Carolyn E. Skogman
Law Office of Carolyn Skogman, PLLC
2900 North Quinlan Park Road, Suite 240/300
Austin, TX 78732

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 on the date such notice or communication is mailed by certified or registered U.S. mail or if by hand delivery on the date of hand delivery 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 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 services provided hereunder. The Attorney 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

Date: 7/26/2019

Carolyn Skogman
By: 

Title: Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The chosen State of Texas licensed attorney shall review approximately 100 library generated forms that have been developed and being used by self-represented litigants. These forms must be current, effective and accurate. The purpose of this review will be to verify that the forms are current and effective 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. Each form should take no longer than five (5) hours to review, modify, confirm, delete or create. If Attorney requires more than five (5) hours to review modify, confirm, delete or create a form then the Law Librarian shall be notified.
4. Provide changes or updates to the forms;
5. Create any new forms required per statutory changes;
6. Verify that the forms are current per statutory changes at the end of the most recent legislative session; and,

Special Considerations:

1. The Attorney will notify the Law Librarian 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

The Attorney shall begin work October 1, 2019 through September 30, 20²⁰~~19~~, with the option of two (2) annual renewals. The total numbers of hours billed to the County for the project shall not exceed two hundred (200) hours per year.

EXHIBIT "C"

PAYMENT SCHEDULE

The Attorney will invoice the County for actual hours worked on the Project at the hourly rate provided on Exhibit A; subject to the cap on the total number of hours billed of 200 hours per year. 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 the Attorney the forms listed on Exhibit G in electronic format.

EXHIBIT "E"

INSURANCE REQUIREMENTS

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1.0 Before commencing work, the attorney 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 attorney shall provide the following coverages.

1.2 Professional Liability Insurance at minimum limits of \$100,000 per occurrence and \$300,000 general aggregate. Attorney further agrees to maintain professional liability insurance coverage at these minimum limits for no less than two (2) years after the Project ends. If attorney chooses 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 attorney may maintain reasonable and customary deductibles, subject to approval by Collin County.

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

3.1 Attorney shall immediately notify Collin County of any decrease in the insurance coverage limits.

3.2 Attorney shall provide Collin County with no less than thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3 Attorney shall provide Collin County with all copies of Certificates of Insurance for the Project and 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.

EXHIBIT "F"

RELEASE AND WAIVER AGREEMENT

STATE OF TEXAS)
 TRAVIS)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

1. That I, CAROLYN SKOCHMAN (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 22nd day of July, 2018.

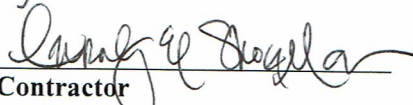

Contractor

EXHIBIT "G"

LAW LIBRARY FORMS FOR REVIEW

Form Title
Family Law
Adoption of an Adult
Foreign (out of country) Adoption Registration and Court Order
Petition to Inspect Adoption Records
Motion to Modify Child Support
Clarification of Court Order
Motion to Confer with Child
Consent to Travel
Motion for Appointment of Guardian Ad Litem
Divorce Transfer, With Children
Motion to Sign Decree of Divorce w/ Children
Motion to Sign Decree of Divorce w/o Children
Petition for Division of Property Not Divided on Divorce, Waiver of Service, and Final Order
Petition for Removal of Disabilities of a Minor (Emancipation)
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
Grandparent Access to Child
Letter to Register Foreign (Out of State) Child Custody Order
Letter to Register Foreign (Out of State) Child Support Order
Name Change of Adult
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
Order Extending Protective Order
SAPCR Counter-Petition
SAPCR Transfer
TRO, After Divorce Filed, With Children

TRO, After Divorce Filed, Without Children
TRO, After SAPCR Filed
TRO (Non-Family Law)-Harassment
Temporary Orders After Divorce Filed, With Children
Temporary Orders After SAPCR Filed
Temporary Orders After Modification Filed
Motion to Extend Temporary Restraining Order, Without Children
Motion to Extend Temporary Restraining Order, With Children
Enforcement of Temporary Orders
Motion to Modify Temporary Orders
Order Granting Waiver of Prohibition Against Remarriage
Waiver Permitting Dissolution of Marriage Without 60 Day Waiting Period
Writ of Habeas Corpus for Return of Child
Civil Litigation
Affidavit of Identity
Appeal from County/District Court to 5 th Circuit
Appeal from Justice Court to County Court at Law
Appeal of Attorney General Child Support Decision
Motion for Continuance
Request for Electronic Hearing
Motion for New Trial
Nunc Pro Tunc Judgment
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
Directive to Physicians and Family or Surrogates
Release of Judgment Lien
Release of Mechanic's Lien
Release of Funds in Custody of Court
Emergency Motion to Release Funds in Custody of Court

Release of Cash Bond
Motion for Substituted Service (Rule 106)
Request and Order to Open Sealed File
Criminal
Dismiss and Substitute Indigent Counsel
Affidavit of Surety to Surrender Principle
Community Supervision Modification
Dismissal and Discharge of Deferred Adjudication
Early Release from Probation – Regular
Early Release from Probation – Deferred Adjudication
Motion for Reduction of State Jail Felony Punishment to Misdemeanor Punishment
Application for Occupational Driver's License
Petition to Modify Occupational Driver's License
Reduction of Sentence
Removal of Ignition Interlock Device
Request for Time Served
Return of Seized Property
Petition to Seal Juvenile Records
Writ of Habeas Corpus
Probate
Affidavit of Heirship
Muniment of Title
Small Estate Affidavit
Property
Executor's Deed
General Warranty Deed
Special Warranty Deed
Quitclaim Deed
Application to Enter Residence and for Retrieval of Property (new form)