

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 M. Lee Bean, 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 act as a facilitator between the indigent self-represented family law litigant and the court by providing legal information and case preparation services to indigent self-represented family law litigants, and to work with the Collin County Law Librarian, “Program Administrator,” in the development of the Self-Help Program for the Collin County Law Library and any other library services in connection with the Collin County Self-Help Program, 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 its 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 its 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 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 its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

5.2 The County will make its facilities accessible to the Attorney as required for the Attorney's performance of its services. The Attorney represents that it understands the scope of this Agreement and has reviewed and inspected the site, and can fully perform its obligations pursuant to this Agreement. Any failure of the Attorney to acquaint itself with the available information will not relieve the Attorney from its responsibilities pursuant to this Agreement.

VI. Progress Meetings

6.1 Attorney agrees to attend all regularly scheduled meetings with the Program Administrator 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 its 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 its 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 it 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:

M. Lee Bean
103 E. Virginia Street
Suite #202
McKinney, TX 75069

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 _____, 201__.

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

M. Lee Bean

Date: _____

By: _____

Title: _____

EXHIBIT “A”

SCOPE OF SERVICES

The Self-Help Attorney shall perform the following duties and act as a facilitator between the indigent self-represented family law litigant and the court. The Self-Help Attorney provides legal information and case preparation services to indigent family law litigants who are representing themselves without an attorney in Collin County courts. The Self-Help Attorney analyzes legal problems and helps litigants prepare enforceable orders for court. The Self-Help Attorney explains how to navigate smoothly through the litigation process – including how to complete the case by preparing an enforceable court order and court testimony for final hearing. As needed, the Self-Help Attorney refers the indigent self-representing family law litigant to community and legal resources.

In providing legal information services to the indigent self-represented family law litigants, the Self-Help Attorney must be highly experienced in matters of legal ethics, professional responsibility, and family law. The Self-Help Attorney is supervised by the Judge of the 296th Judicial District Court and works with the Program Administrator in the development of the Self-Help Program by contributing to policy and procedure decisions and reporting metric data.

The goal of the program will be to expand library services to self-representing family law litigants and the Collin County Courts by implementing a pilot self-help program. In conjunction with the pilot program, the “Self-Help” Attorney will:

1. Assist in the development of the Self-Help Program by contributing to policy and procedure decisions for the program;
2. Provide information to benefit self-representing family law litigants and the Collin County Courts ;
3. Have the Collin County Indigent Waiver Form executed before any assistance or information is provided to an indigent self-represented family law litigant. The executed forms will be provided to the Program Administrator on a weekly basis;
4. Meet with indigent self-represented family law litigants to provide specific, one-on-one information and document preparation help; and
5. Provide statistical information to the Program Administrator as required.

Special Considerations:

1. The Self-Help Attorney cannot be hired by any self-representing family law litigant for pay for whom she is providing self-help assistance.
2. The Self-Help Attorney will notify her supervisor of any potential conflicts of interest arising from her work with the indigent self-representing litigants.
3. Prior to receiving funds from the County for this project, Attorney must complete the requisite scheduled hours per month as stated in Exhibit B to this Agreement
4. Any travel associated with this project will not be reimbursed.
5. The Self-Help Attorney shall agree to all Information Technology (IT) policies and procedures required by the County.
6. Rate of \$2,350.00 for eighty-six (86) scheduled hours per month or \$26.75 per hour for services provided.

County Provided Equipment:

1. County will provide the following equipment as necessary:
 - 1.1 County software to access County related information.
 - 1.2 Desk, Chairs, File Cabinets
 - 1.3 Office Phone
 - 1.4 Computer
 - 1.5 Scanner
 - 1.6 Printer

EXHIBIT “B”

TERM

Term of Contract is for six (6) months starting from the effective date. This contract may be extended with a contract amendment executed by both parties if funding is available.

EXHIBIT “C”

PAYMENT SCHEDULE

The Self-Help Attorney will invoice the County for actual hours worked. Invoices will be transmitted to the County on a 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.

1.1 Broad Form Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

1.2 Personal Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

1.3 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 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

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

3.4 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.

3.5 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"

♦♦♦ COLLIN COUNTY INDIGENT PRO SE ASSISTANCE INTAKE FORM ♦♦♦

Please PRINT

Name of Applicant: _____ Street Address: _____
Home Phone: _____ Cell #: _____
Work Phone: _____ City _____ Zip Code _____ State _____
County _____

Name of "Adverse" or "Opposing" Party _____

Do you now have or have you ever had a lawyer representing you in this matter? Yes No

Briefly describe your legal problem/need: _____

Please read the following statements and date and sign in the spaces provided below:

I know that I can hire an attorney to represent me. I choose to represent myself.

I know that I am responsible for my case, and I will have to do all of the work on my case like preparing and filing my paperwork, making sure that the opposing party is served with legal notice of the lawsuit (if required), and testifying at the court hearing, etc.

I understand that the reference attorney may provide assistance to me, but **the reference attorney is not my attorney. The reference attorney does not represent me and cannot give me legal advice.**

I understand that I should consult with my own attorney if I want personalized advice or strategy, to have a confidential conversation, or to be represented by an attorney in court.

I understand that speaking with the reference attorney does not create an attorney-client relationship and any communications between me and the reference attorney are not confidential.

I understand that the reference attorney may provide information and services to all other parties in my case (such as my spouse or the other parent of my children).

I understand that it is my responsibility to ensure that the information provided by the reference attorney is the full, complete and accurate statement of the law prior to acting on the information provided and that the reference attorney is not responsible for the outcome of my case and that I am solely and completely responsible for any action I may take based upon information provided by the reference attorney.

Signature: _____ Date: _____

DO NOT WRITE BELOW THIS LINE

Date Seen: _____ Ref. Arty. _____ Referred by: Court Law Library

1st Visit/ _____ Visit

Kind of Case:

Divorce w/children Modification SAPCR Other _____

Assistance Provided:

Referral Drafted documents Other _____
 Reviewed documents Legal information

Referred to:

Legal Aid of Northwest Texas Texas A.G.
 Law Library Hope's Door
 Lawyer Referral Service Other _____

Revised 12/1/2014