



**Consulting Service Agreement**

This Independent Consulting Service Agreement (the "Agreement") is entered this 12th day of November 2018 by and between Adele Carboni Consulting (the "Consultant"), a company located at 258 Grand View, Huntsville, Texas 77340, d/b/a Adele Carboni Consulting and assigns and Hopkins District Clerk's office (the "County").

**RECITALS**

WHEREAS, the County needs assistance in the area of Records Management; and WHEREAS, Consultant has agreed to perform consulting work for the County in Records Management services and other related activities for the County;

NOW, THEREFORE, the parties hereby agree as follows:

**1. Consultant's Services.** Consultant shall be available and shall provide to the County professional services in Records Management ("Consulting Services") onsite at the County for one day as requested. At the County's request, direction and expense, Consultant shall provide to County the services listed and detailed below.

**a. Detailed Consulting Assessment** – a detailed assessment of all the records in the District Clerk and other County offices as directed. Consultation will be onsite for one day and to instruct and review records management items as set forth by the Texas State Library and a discussion of recommended services as requirements set forth by the Texas State Library. The records of the County office will be discussed, and consultation will be given based on best practices in other county offices and the requirements of the Texas State Library.

**b. Summary Report of Finding** – a summary report will be developed that will recap the consultation given to the county. The report will also identify best practices in the industry as they relate to records management in the County office. Records Management recommendations will be identified that should be considered by the County office in the future.

**2. Consideration.**

**a. RATE.** In consideration of the Services to be performed by Consultant under this Agreement the County will pay Consultant the flat rate of \$750 for one day onsite Consulting Services and the Summary Report of Findings. The County shall pay Consultant the amounts due pursuant to submitted reports within 30 days after such reports are received by the County and the invoice is received. Payment terms are net 30.

**b. EXPENSES.** There will be no additional expenses. This is a flat fee service.

**3. Independent Contractor.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the County and Consultant. Consultant is an independent contractor and not an employee of the County. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the County will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold its self out as an employee of the County and Consultant acknowledges that he/she shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the County's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Consultant's sole responsibility and Consultant shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

**4. Confidentiality.** In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information which the County or its subsidiaries or affiliates may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate County personnel or their designees.

**5. Term.** This Agreement shall commence on November 8, 2018 and shall terminate on date to be agreed by both parties, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior written notice. The County may, at its option, renew this Agreement for an additional term of 60

days on the same terms and conditions as set forth herein by giving notice to Consultant of such intent to renew on or before an agreed upon date.

**6. Consultant's Taxpayer I.D. Number.** The taxpayer I.D. number of the Consultant is 20-3359049. The Consultant is licensed to perform the agreed upon services enumerated herein and covenants that it maintains all valid licenses, permits and registrations to perform same.

**7. Insurance.** The Consultant will carry insurance. In the event the Consultant fails to carry such insurance it shall indemnify and hold harmless County, its agents and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by Consultant and its agents or employees.

**8. Competent Work.** All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by a representative of the County prior to payment.

**9. Representations and Warranties.** The Consultant will make no representations, warranties, or commitments binding the County without the County's prior consent.

**10. Legal Right.** Consultant covenants and warrants that he/she has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he/she has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. Consultant shall indemnify and hold harmless the County from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice as specified in Paragraph 5 and to terminate all obligations of the County to pay any amounts which remain unpaid under this Agreement.

**11. The Waiver.** Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

**12. Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly addressed to the appropriate party at the address set forth below:

a. Notices as to Consultant: Adele Carboni, Adele Carboni Consulting, 258 Grand View, Huntsville, Texas 77340.

b. Notices to the County: Judge Robert Newsom, County Judge Hopkins County, P. O. Box 288, Sulphur Springs, TX 75483.

**13. Enforceability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

**14. Miscellaneous.**

**a. Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

**b. Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Consultant and the Company and to the Company's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Company.

**c. Governing Law, Severability.** This Agreement shall be governed by the laws of the State of Texas. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date written above.

**ADELE CARBONI CONSULTING**

By: Adele Carboni

Adele V. Carboni

Title: Owner

Address: 258 Grand View

Huntsville, Texas 77340

Date: November 12, 2018

**HOPKINS COUNTY**

By: Robert Newsom

Judge Robert Newsom

Title: Hopkins County Judge

Address: P. O. Box 288

Sulphur Springs, Texas 75483

Date: 11-26-18