

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into by and between the City of La Joya, Texas ("La Joya"), and Sylvia Garces-Valdez ("Consultant") in accordance with the Texas laws. It is effective for all purposes upon adoption by the necessary governing bodies and executed by all necessary parties.

1. Professional Services | Public Relations Consulting

The governing body of the City of La Joya has determined to enter into this Agreement as the Consultant has demonstrated the necessary competence and qualifications to perform the services at a fair and reasonable price.

The scope of Consultant's services will be professional public relations consulting services as directed by La Joya. The parties agree that performance of the work shall commence after execution and upon authorization to proceed by La Joya's governing body.

2. Fee for Services | Costs

A retainer of \$12,000 shall be paid to Consultant upon commencement of this agreement. Thereafter, the professional services of the Consultant shall be billed monthly at a fixed fee of \$2,000.00. Payments shall be on or before the 3rd day of the month. Any request for cost reimbursement shall be itemized and receipts submitted, in accordance with La Joya policy as may be amended from time, may be considered for approval if directly related to the furtherance of La Joya's governmental interests including: travel, lodging, and meals.

3. Scope

La Joya and Consultant agree that Consultant shall: (a) provide public relations consulting services as directed by La Joya (b) submit written monthly reports to administration and the governing body, (c) communicate upon the disposition of any program or project; (d) attend regular and special called meetings of city, city departments, and corporations; (e) submit event summary reports for each event attended within a reasonable time; and (f) develop and maintain La Joya's website and social media; and (g) issue approved press releases for public awareness and media distribution.

La Joya will provide Consultant an area for Consultant's use that includes utilities, high speed internet service, and a telephone.

4. Effective Date | Term | Termination | Renewal

This agreement takes effect June 12, 2018 and expires without the necessity of any further action on June 11, 2019. This Agreement may be extended, renewed, or amended should all parties memorialize such an agreement into writing and approve as required by law.

La Joya or Consultant may at any time, with or without cause, terminate this Agreement upon thirty (30) days written notice to the other party. At the expiration or termination of this agreement, all services and obligations of the parties shall cease, and all information, passwords, equipment, goods, and supplies used to further this agreement shall be returned to La Joya.

5. Assignability

The Consultant shall not assign, transfer, or delegate any obligations or duties in this Contract to any other person without the prior written consent of La Joya. The performance of this Agreement by Consultant is the essence of this Agreement and La Joya's right to withhold consent to such assignment shall be within the sole discretion of La Joya on any grounds that may further the interests of La Joya.

6. Independent Contractor

Consultant shall perform all professional services as an independent contractor and shall furnish such services in its own manner and method, and under no circumstances or conditions shall an agent, servant, or employee of the Consultant be considered an employee of La Joya.

7. Subcontractors

Consultant may use subcontractors in connection with the work performed under this Agreement only upon the prior written consent of the La Joya. In using subcontractors, Consultant agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors and/or employees were employees of the Consultant. All requirements set forth as part of this Agreement shall be applicable to all subcontractors and their employees to the same extent as if the Consultant and its

employees had performed the services.

8. Venue and Applicable law

This Agreement shall be subject to all federal, state and local laws. The applicable law for any legal disputes arising out of this Agreement shall be the law of Texas and such forum and venue for such disputes shall be the appropriate district, county, or justice court in and for Hidalgo County, Texas.

9. Waiver

No waiver of any breach of any term, or condition of this Agreement, shall be construed to waive any subsequent breach of the same.

10. Indemnification

Consultant agrees to indemnify and hold harmless La Joya, its agents, servants, and employees, ("Indemnities"), officials, corporations, and insurers from any and all liabilities, losses, damages, or expenses, including attorney's fees resulting from the negligent acts or omissions of Consultant, its employees, officers, agents or contractors, while in performance of this Agreement.

11. Insurance

Consultant shall have an effective auto insurance policy during the effective period of this Agreement due to Consultant's potential liability while traveling in furtherance of this Agreement. Consultant shall provide a copy of the effective policy upon request.

12. No Waiver

No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement.

13. Amendments or Modifications

No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person or governing body duly

authorized to sign agreements on behalf of each party.

14. Ownership of Work Product

All data, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the La Joya. During performance of services under this Agreement, Consultant is responsible for any loss or damage to the information, data, findings or information while Consultant is in possession. Any such lost or damaged information, data, findings, or information must be restored at the expense of Consultant. If not restorable, Consultant bears the cost of replacement and of any loss suffered by La Joya on account of the destruction.

15. Confidentiality

All information and reports, data, findings, or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of La Joya and are confidential. All information and reports, data, findings, or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement shall not be disclosed to or discussed with third parties without the prior written approval of La Joya, unless otherwise required by law to be disclosed under the Texas Public Information Act.

16. Notices.

Notices provided shall be in writing and delivered to, or upon notice, any updated address:

La Joya:	La Joya City Hall 101 Leo Drive La Joya, Texas 78560
Consultant:	Sylvia Garces-Valdez 401 Ash St. La Joya, Texas 78560

17. Merger

This Agreement and its exhibits attached constitute the sole agreement between the La Joya and Consultant. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, have been merged into this Agreement, and any terms or conditions not found herein have no force or effect.

18. Proper Notice and Meeting

It is hereby officially found and determined that the meeting at which this instrument was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Discussion, however, may have occurred in a closed session on related legal matters as allowed by applicable laws.

EXECUTED IN DUPLICATE, each of which shall be considered an original, this ___ day of _____, 2018.

City of La Joya:

Signature:

Jose A. "Fito" Salinas

Name:

Jose A. "Fito" Salinas

Title:

Mayor

Date:

6/12/18

CONSULTANT: Sylvia Garces-Valdez

Signature:

Sylvia Garces-Valdez

Date:

6/13/18