

STATE OF TEXAS

COUNTY OF EL PASO

**CONSULTING AGREEMENT BY AND BETWEEN  
EL PASO COUNTY JUVENILE PROBATION DEPARTMENT AND  
IRONWOOD BUSINESS CONSULTING**

This Agreement is entered into by and between the County of El Paso Juvenile Probation Department, a political subdivision of the State of Texas (hereafter referred to as "Department") and Ironwood Business Consulting (hereafter referred to as "Consultant") wherein the parties agree as follows:

WHEREAS the Department desires to obtain independent workplace investigative services for employment-related investigations; and

WHEREAS Consultant desires to render employment-related investigation services to the Department as provided herein, under the terms and conditions set out below.

NOW, THEREFORE, the parties mutually agree as follows:

**Article I. TERM AND TERMINATION**

- 1.1 The term of this Agreement is effective beginning April 15, 2025, regardless of the date of its execution, and expires on April 15, 2027. At the Department's option and by mutual written agreement of the parties, this agreement may be renewed for one (1) additional year. Upon expiration of the term of this Agreement, this Agreement may continue a month-to-month basis for a period not to exceed twelve months, at the rates set out in this Agreement unless thirty (30) days written notice of termination or intention not to renew is given by either party, or this Agreement is superseded by a subsequent Agreement.
- 1.2 This Agreement shall not be modified or amended except by writing executed by both parties hereto.
- 1.3 Each party has the right to terminate this Agreement for any reason whatsoever upon thirty (30) days written notice to the other party.

## **Article II. SERVICES**

2.1 Upon referral of the Department, Consultant shall provide the following services ("services") to the Department during the term of this agreement.

2.1.1 The Consultant shall investigate employment-related claims filed to include employee misconduct.

2.2 Such services shall commence within 24 hours of the signed agreement, and shall include the following responsibilities:

1. The Consultant will create a file with all information pertaining to the employment-related investigation.
2. The Consultant will identify all parties and witnesses to be interviewed and collaborate with the Department Designee to schedule interview meeting times and locations as needed.
3. The Consultant will conduct in-person or virtual interviews, contingent on the circumstances, at its office, or another discrete location to thoroughly investigate and gather all facts pertaining to the complainant's allegations.
4. With approval from the Department and after informing the party or witness being interviewed, the Consultant may audio record the interviews to ensure accuracy of the interview.
5. If the Consultant learns of additional accusations or the identity of additional relevant witnesses, the Consultant will promptly notify the Department Liaison of the need to conduct additional interviews or modify the scope of the investigation, as authorized by the Department.
6. The Consultant shall not provide legal counsel or guidance to any of the individuals interviewed as part of the investigation.
7. At the conclusion of the investigation, the Consultant will promptly report the investigation outcome to the Department Liaison and provide a written report of the investigation and any findings. The Department will be responsible for notifying the complainant and accused of the outcome of the investigation.
8. The Consultant shall complete all investigations immediately or promptly and thoroughly within thirty (30) days of the date the matter was referred to the Consultant, unless additional time is required due to investigation-related delays or an unforeseen emergency. If additional time is required, the Consultant must submit a written request to the Department Liaison. The request must include the reason for the request and the additional amount of time anticipated to be needed to complete the investigation. Other reasonable delays may be agreed to by the Department Liaison.
9. Completion of an investigation occurs when the Department receives the final written report from the Consultant which shall contain a summary of the investigation, factual findings of the investigation, and conclusions(s) regarding whether the investigated conduct violated applicable Department policies.

10. Within one week of completing the investigation, the Consultant will forward all investigative records to the Department's Human Resources Department.
- 2.3 Consultant, in providing the Services under this Agreement, shall abide by all federal and/or state laws and regulations applicable to the parties.
- 2.4 Consultant shall have such occasional access to such tools and supplies necessary for the successful completion of agreed services but remains responsible for the determination and use of any materials of any sort or fashion necessary to complete the agreed services.

### **Article III. FEES**

- 3.1 For the Services rendered under this Agreement, the Department shall pay a fee as follows:
  - Senior HR Investigator \$175.00 per hour
  - HR Investigator/Project Manager \$150.00 per hour
  - Administrative Support \$75.00 per hour
  - Travel Time \$75.00 per hour
- 3.2 The Consultant will track hours and bill on a monthly basis. The Consultant must submit invoices bearing Consultant's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Human Resources Department via email at DG-JPDHR@epcountytexas.gov. Invoices must contain an accurate mailing address and telephone number where Consultant can be reached during normal business hours. Consultant's invoice must indicate an invoice number and contract number, actual date of services, case number with employee name, type of service and related cost. If the reporting documentation is not submitted within the required timeframes, payment will be delayed until documentation is provided to the Juvenile Probation Department Human Resource Manager or designee.
- 3.3 Fees are payable within 45 days of receipt by the Department of an invoice/bill for services. The Department will verify the services and all supporting documentation performed and process for payment. The County Auditor's Office will generate a check and mail to the Consultant after Commissioner's Court approval.
- 3.4 The Consultant is not a Department employee therefore the Department shall not be obligated to provide to Consultant any benefits provided by the Department to its employees. Out-of-pocket expenses will be reimbursed to the extent agreed in advance on an individual service or projected basis.
- 3.5 Consultant is an independent contractor and shall be solely responsible for and pay all state, federal, and local taxes applicable to the fees paid pursuant to this Agreement. The Department shall not be obligated to provide to Consultant coverage under any group hospitalization or medical plan or insurance plan or policy maintained by the Department.

- 3.6 The Department shall reduce the Consultant's hourly fee by 10% for each week the report is not received within the agreed upon time frame. Should this occur, the Consultant shall include this reduction in their monthly invoice to the Department. The Department will reconcile any late fees assessed prior to payment.

#### **Article IV. TERMINATION OF AGREEMENT**

As used in this Agreement, the term "cause" is defined as any of the following:

- 4.1 Consultant's willful malfeasance towards the Department, Consultant's conviction of a felony, or Consultant's commission of fraud or embezzlement against the Department, including but not limited to, any act or acts of personal dishonesty by Consultant intended to result in the material personal enrichment of Consultant at the expense of the Department; or
- 4.2 An act or omission of Consultant, involving gross negligence or willful misconduct, material misrepresentation or failure to report to the Department any matter concerning material information within Consultant's responsibilities; or
- 4.3 A breach by either party of any provision in this Agreement.
- 4.4 A breach in the Consultant's a) adherence to professional standards as delineated in paragraph 2.3, or b) confidentiality obligations to the Department as defined in paragraph 7.1.

#### **Article V. INDEPENDENT CONTRACTOR**

- 5.1 The parties agree that their relationship is an independent contractor relationship and that Consultant is not an employee or agent of the Department for purposes of the services performed under this Agreement or for any other purpose.
- 5.2 Consultant shall have no authority, express or implied, to bind the Department and shall not hold themselves out as representing the Department in any manner, as an employee, agent, or in any other capacity without the consent of the Department.

#### **Article VI. CONFLICT OF INTEREST**

- 6.1 During the term of this Agreement, Consultant shall not use the relationship between Consultant and the Department in any manner that conflicts with the interests of the Department. In the event of a breach of this provision, all payments due to Consultant will cease.

## **Article VII. CONFIDENTIAL INFORMATION**

- 7.1 Consultant understands and agrees that, during the term of this Agreement, Consultant may have access to certain proprietary information belonging to the Department or its affiliates, which includes information designated as confidential or not generally known by personnel not associated with the Department or its affiliates (all such information shall be hereafter referred to as "Confidential Information"). Consultant agrees that, during the term of this Agreement and after the expiration of this Agreement, the Consultant shall not use Confidential Information belonging to the Department or its affiliates for their own purposes or for the purposes of any person or entity not associated with the Department or its affiliates and shall not disclose any such Confidential Information to anyone except as required in connection with the performance of the Service under this Agreement, without the prior written consent of the Department.
- 7.2 The obligations set forth in paragraph 7.1 of this Agreement shall survive the termination of this Agreement.
- 7.3 In the event of a breach or threatened breach by Consultant of any of the provisions of paragraph 7.1, the Department, in addition to and not in limitation of any other rights, remedies, or damages available to it at law or in equity, shall be entitled to a permanent injunction in order to:
- a. Prevent or restrain any such breach by Consultant or anyone acting on Consultant's behalf; and
  - b. Prevent or restrain Consultant or anyone acting on their behalf from rendering any services to any person or entity to whom such information may have been disclosed or is threatened to be disclosed.

## **Article VIII. GOVERNING LAW**

8.1 The validity, interpretation, and effect of this Agreement and of any of its respective terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. The parties agree that venue in an action to enforce this Agreement will lie in El Paso County, Texas, and that neither party will challenge venue if a lawsuit to enforce this Agreement is brought in such venue.

## **Article IX. FORCE MAJEURE**

- 9.1 Neither party will be liable for damages due to the prevention of the performance of this Agreement due to Force Majeure. For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of standard business

practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

#### **Article X. ARBITRATION**

10.1 Except for matters which may require enforcement through equitable remedies, disputes, controversies or claims arising out of this Agreement or dealing with the relationship between the parties, the parties may, by written agreement, be submitted to final and binding arbitration through the American Arbitration Association in accordance with its Commercial Rules, or, if the parties agree, through another similar service. Arbitration shall be by a single arbitrator selected pursuant to the rules of the American Arbitration Association, or, if the parties agree, through the rules of the selected arbitration service. All fees of the arbitrator will be borne equally between the parties, except that if the claim is one that allows for recovery of costs and attorneys' fees, shall be entitled to recover from the non-prevailing party all costs and expenses of arbitration, including filing fees and reasonable attorney's fees. The arbitrator has no authority to hear class or collective actions. The parties agree that locale of any arbitration hearing under this provision is El Paso County, Texas.

#### **Article XI. CONTINGENT FUNDING AVAILABILITY CLAUSE**

11.1 Consultant acknowledges that the Department is a political subdivision of the State of Texas, and as such adopts its budget according to the laws of the State of Texas for a period of one year beginning on October 1st and terminating on September 30th of each year. In the event the Department does not intend to include sufficient funds in its next annual budget, in any fiscal year during the term of this Agreement, for the payment of its obligations hereunder, the Department may terminate this Agreement without penalty or further payment, upon 30 days written notice to consultant, to be effective on September 30th of the then current fiscal year.

*(Signatures Next Page)*

IN WITNESS HEREOF, the parties have executed this agreement at El Paso, Texas on the \_\_\_\_\_ Day of \_\_\_\_\_, 2025.

DEPARTMENT:

**El Paso County Juvenile  
Probation Department**

By: \_\_\_\_\_  
Ricardo A. Samaniego  
El Paso County Judge

By: \_\_\_\_\_  
Rosie Medina  
Chief Juvenile Probation Officer

CONTRACTOR:

**Ironwood Business Consulting**

By: \_\_\_\_\_  
Kevin Reynolds  
President