



**El Paso County
Agenda Item Details**

Item Title: DA - Service Agreement for BPU Service Provider Silvia Serna (2025-0290)

Submitted By: James Montoya, District Attorney

Department: District Attorney's Office

Department Phone Number: 915-273-3542

Subject: Approve and authorize the County Judge to sign the Contract Services Agreement between the County of El Paso and the following service provider participating in the Border Prosecution Unit (BPU) initiative (Grant No. 2283712) from February 1, 2025, through August 31, 2025: Silvia Serna. No County match is required. Funding is available in SG-R1BRPRU24-OPERATING-EXP. (Contract No. 2025-0290)

Background:

Contract Number: 2025-0290

Contract Term Start: 02/01/2025

Contract Term End: 8/31/2025

County Attorney Opinion Number:

Fiscal Impact:

Fiscal Impact Historical

Fiscal Impact Projected

Long Account Number: Amount:

Long Account Number: SG-R1BRPRU24-OPERATING-EXP
COSG-7219-0002024-431-20-21002-0001-00000-600000-
Amount: \$14,000.00

Budget or Unbudgeted Match:

Recommendation: Approve and authorize the County Judge to sign the Contract Services Agreement between the County of El Paso and the following service provider participating in the Border Prosecution Unit (BPU) initiative (Grant No. 2283712) from February 1, 2025, through August 31, 2025: Silvia Serna. No

County match is required. Funding is available in SG-R1BRPRU24-OPERATING-EXP. (Contract No. 2025-0290)

Prior Action:

Strategic Plan:

Goal:

null

Objective:

Strategic Plan Information:

**Estimated Time Needed
For This Item:**

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT (the "Agreement") is made and entered into this 1st day of February 2025, by and between Silvia Serna, 4617 King Arthur Ct., El Paso Texas 79903 (the "Service Provider") and the County of El Paso ("County"), as the grantee of the Office of the Governor, Public Safety Office Grant No. 2283712 ("Grant") and acting as fiscal agent for the Border Prosecution Unit ("Client"), located at the 34th Judicial District Attorney's Office, 500 E. San Antonio Street, Suite 201, El Paso, Texas 79901.

WITNESSETH:

WHEREAS, the Client and the Service Provider desire to enter into a professional services relationship, upon the terms and subject to the conditions set for in this Agreement; and

WHEREAS, the Service Provider agrees to provide certain administrative and support functions on behalf of Client relating to the Grant;

WHEREAS, the Client and the Service Provider agree that this is a Professional Services contract;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Service Provider and Client agree as follows:

Services. During the Term (as defined below) of this Agreement, the Service Provider shall, as specified by the Client, provide services to further the goals, mission and objectives to the Client. The services relate to administering and effectuating the purposes of the Grant, to wit:

1. Perform the duties associated with the functions and activities of a grant analyst, including grant writer, for the Grant on behalf of the Client;
2. Assist Client with the preparation of the Grant application and coordinate and monitor all Grant correspondence and communications relating thereto with the Office of the Governor, Office of Public Safety ("OPS").
3. Assist in the preparation of required reports to the OPS;
4. At the direction of the Client, respond to requests for information regarding the Grant from other County officials and agencies;
5. Assist in the preparation and submission of Grant adjustments to the OPS as may be necessary from time to time;
6. Locate and collect information required under OPS and County internal and external audit reviews;
7. Coordinate the preparation and review of contracts for professional services authorized under the Grant, including submission to the El Paso County Attorney's Office and insuring compliance with County procurement guidelines;

8. Monitor Grant expenditure patterns and provide periodic reports as may be requested by Client;
9. Coordinate and cooperate with other County offices in the processing of invoices and reimbursement requests relating to Grant activities and functions; and
10. Coordinate the placement of Grant matters on the agenda of the County Commissioners Court as may be required.

Payment for Services. The Service Provider shall be entitled to payment for consulting services rendered to Client, at the rate of two thousand and 00/100 dollars (\$2,000.00) per month, payable at the end of each month during the term of this agreement.

Upon presentment of an invoice detailing the services provided by Service Provider consistent with the Services under section 1-10 of the "Services" section as specified in this contract, payment shall be made to the Service Provider within thirty (30) days.

Expenses. The Service Provider shall be entitled to reimbursement for her actual business costs associated with the rendering of the Services, subject to the advance approval from CLIENT. These costs are to be included in the detailed invoice.

Invoices. All invoices submitted by the Service Provider for services and expenses shall be submitted in a form provided by the General Counsel of the Client or his designee. The invoices shall be submitted as soon as practicable but no later than 30 days after the last day of the preceding month. All payments contemplated by this Agreement shall be due and payable only so long as they are incurred while this Agreement is in force and effect.

Equipment: Client will make available customary and usual office equipment to the Service Provider to effectuate the purposes of this agreement, including a computer, monitor, scanner, printer/copier and peripheral software and maintenance of such items as may be necessary. Use of all equipment is strictly limited to Grant official business and will remain the property of the Client and shall be surrendered immediately upon request of the Client.

Access to Information Systems and Portals: Subject to proprietary rights, security and privacy limitations and for official Grant program purposes only, Client will make available to Service Provider access to the following information systems: Cobblestone, Munis, and OneMeeting. Further, Client will provide authorization to the PSO for Service Provider to have access to eGrants. Service Provider will also be provided a County email account which shall be solely used for Grant official business.

Contract Monitoring and Compliance. Service Provider agrees to provide Client with periodic reports as may be required under the County of El Paso's contract monitoring program.

Term. The term of this Agreement shall be from February 1, 2025, to August 31, 2025. The term of this Agreement is subject to grant funding availability.

Confidentiality. The Service Provider recognizes and acknowledges that it may have access to confidential and law enforcement sensitive information of Client as it relates to matters of border security and safety, and that protection of this information is of critical importance to Client, and Service Provider agrees that it will not at any time, either during the term of this Agreement or afterwards, make any independent use of or disclosure of this information to any other person or organization except as authorized by the Client. These obligations of confidentiality shall survive the termination of this Agreement.

No Employer-Employee Relationship. The Parties agree that nothing in this Agreement shall be construed to create an employer-employee relationship between them. Service Provider agrees that she is an independent contractor.

Modifications. This agreement may be modified or extended by mutual written agreement of both parties. Either party may cancel it at any time during its term with 30 days prior written notice without cause. If Client cancels the agreement, Client will be responsible only for actual business costs incurred by Service Provider in preparation for fulfilling its obligations under this agreement. Service Provider will provide Client with a detailed written invoice of the actual business costs no later than 90 days of the date Client gives Service Provider notice of cancellation.

Neither party will be liable for damages due to cancellation of the 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.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first set forth above.

SERVICE PROVIDER

SILVIA SERNA

DATE: _____

THE COUNTY OF EL PASO

COUNTY JUDGE RICARDO A. SAMANIEGO

DATE: _____

APPROVED AS TO CONTENT:

JAMES MONTOYA
34TH JUDICIAL DISTRICT ATTORNEY

DATE: _____