

**CONTRACT BY AND BETWEEN**  
**CITY OF MISSION, TEXAS AND JESSE LERMA**

**JESUS LERMA, JR.** (hereinafter referred to as “CONSULTANT”), and **THE CITY OF MISSION, TEXAS**, (hereinafter referred to as “CITY”), entered into this Agreement where CONSULTANT will provide services as **Civil Service Director/311 Application** to CITY.

**RECITALS**

**WHEREAS**, CITY desires to engage CONSULTANT for certain professional services in connection therewith; and,

**WHEREAS**, CONSULTANT is experienced in providing said professional services as defined in Section II Scope of Work; and

**NOW, THEREFORE**, CITY and CONSULTANT do mutually agree as follows:

**SECTION I**  
**EMPLOYMENT OF CONSULTANT**

CITY agrees to enter into this Agreement with CONSULTANT to provide the following services as stated above and as provided in **SECTION II** and upon such services, CITY agrees to pay CONSULTANT as stated in **SECTION IV**. CONSULTANT agrees to meet the requirements pursuant to Chapter 143 for eligibility to serve as Civil Service Director throughout the duration of this Agreement.

**SECTION II**  
**SCOPE OF SERVICES**

CONSULTANT hereby agrees to render and perform for the benefit of the CITY the professional services identified below and in **Exhibit A** as requested by CITY on an ongoing, as-needed basis. In addition to the general scope of aforementioned services provided, CONSULTANT will assist CITY with the following specific services:

- Provide Civil Service training to Human Resources Director, or designee
- Overall management and administration of the City’s 311 Application. To include coordinating with City staff to ensure monitoring and managing of service requests by tracking, routing, and ensuring timely follow-up with the appropriate departments. Consultant shall also make direct contact with City residents regarding requests.
- Provide user support, troubleshooting assistance and oversight of the routine maintenance of the 311 App.
- Provide monthly report summarizing 311 App requests and status and/or resolution of requests.
- Other relevant services and duties as assigned or requested

**SECTION III**  
**TERM OF CONTRACT**

This Agreement shall be for a period of one (1) year beginning on November 1, 2025, and ending on October 31, 2026.

#### **SECTION IV** **TERMS OF PAYMENT**

CITY agrees to pay CONSULTANT for his services \$3,500.00 a month, due on the last day of every calendar month thereafter until the contract is terminated.

#### **SECTION V** **TERMINATION OF CONTRACT**

Either party may terminate this contract, with or without cause, upon thirty (30) day's written notice to the other party. Upon termination, the City will be responsible only for the portion of the costs allocated to periods prior to the effective date of termination of the Agreement.

#### **SECTION VI** **SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **SECTION VII** **MEDIATION CLAUSE**

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request be presented to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation.

#### **VIII** **VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties agree that this Agreement is performable in Hidalgo County, Texas, and that exclusive jurisdiction shall lie in the state or district courts of Hidalgo County, Texas.

#### **SECTION IX** **NOTICE**

All notices or other communications required under this Agreement may be affected either by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

**SECTION X**  
**INDEMNIFICATION/ HOLD HARMLESS CLAUSE**

CONSULTANT shall indemnify, defend and hold harmless CITY from any liability or cost, including court costs and attorney's fees, resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of this Agreement or indirectly out of such operation or business.

CITY, to the extent allowed by law, shall indemnify, defend and hold harmless CONSULTANT from any liability or cost, including court costs and attorney's fees, resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, directly resulting from or arising out of this Agreement or indirectly out of such operation or business.

**SECTION XI**  
**ASSIGNMENT AND SUBLETTING**

CONSULTANT agrees to retain control and to give full attention to the fulfillment of this Agreement and agrees that this Agreement or any portion thereof shall not be assigned or sublet without the prior written consent of CITY.

**XII**  
**INDEPENDENT CONTRACTOR**

CONSULTANT covenants and agrees that CONSULTANT is an independent contractor and not an officer, agent, servant or employee of CITY. CONSULTANT shall have exclusive control and exclusive right to control the details of the work performed hereunder and all persons performing same and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants. The doctrine of respondent superior shall not apply as between CONSULTANT and CITY, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CONSULTANT and CITY.

**XIII**  
**AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest and has filed the same with either the City's Purchasing Department and/or City Secretary.

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Signature Page to Follow

EXECUTED by the parties in duplicate originals on this \_\_\_\_ of \_\_\_\_\_, 2025.

BY: \_\_\_\_\_  
Jesus Lerma, Jr.  
7601 E. Curry Rd.  
Edinburg, Texas 78570

**CITY OF MISSION, TEXAS**

BY: \_\_\_\_\_  
Andy Garcia, Co-Interim City Manager  
1201 E. 8<sup>th</sup> Street  
Mission, Texas 78572

Attest: \_\_\_\_\_  
Anna Carrillo, City Secretary