

PERSONAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF NUECES

THIS CONTRACT FOR PERSONAL SERVICES is made by and between the County of Nueces, hereinafter called "County", the Nueces County Hospital District, hereinafter called "NCHD" and Robert T. Durand, hereinafter called "Contractor" for the purpose of contracting for personal services.

WITNESSETH

WHEREAS, Local Government Code, Chapter 262.024, provides for the procurement of personal services; and

WHEREAS, the County and NCHD desire to contract for personal services described as follows:

To manage the County's Social Media Channels addressing and providing public information on public health care issues such as COVID-19 (coronavirus), County Emergency situations, General County Information as well as other health care or safety concerns and the available services within Nueces County.

NOW, THEREFORE, the County, NCHD and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE 1

SCOPE OF SERVICES TO BE PROVIDED BY COUNTY

The County will furnish items and perform those services for fulfillment of the contract as identified in Attachment A – Services to be provided by the County, attached hereto and made a part thereof this contract.

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

The Contractor shall perform those personal services for the fulfillment of the contract as identified in Attachment B – Services to be provided by the Contractor, attached hereto and made a part thereof this contract. Contractor tasks shall be completed by October 16, 2020.



**ARTICLE 3
CONTRACT PERIOD**

Term of this Agreement shall be from March 16, 2020 through October 16, 2020. The Contractor shall proceed with the work as authorized in writing by the County, and NCHD as provided in Article 5 – Work Authorizations. This contract shall terminate at the close of business on October 16, 2020, unless extended by supplement agreement duly executed by the Contractor, the County and NCHD prior to the date of termination, as provided in Article 10 – Supplemental Agreements, or otherwise terminated, as provided in Article 18 – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

**ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this contract is described in Attachment C and said amount shown are payable monthly, unless modified as provided in Article 10 – Supplemental Agreements. This amount shall be due and payable upon completion of respective tasks in accordance with Attachment C, Work and Fee Schedule herein attached and incorporated in its entirety. Travel expenses will be reimbursed at cost and in accordance with County polices.

The Contractor shall prepare and submit to the NCHD a monthly invoice, not to exceed the amount shown in C, and a progress report in reasonable detail, stating the status and description of the work accomplished during the billing period and shall also submit a copy of said invoice and report to the County.

The NCHD reserves the right to withhold payment pending verification of satisfactory work, to be determined in the reasonable discretion of the NCHD upon consultation with the County. The County designates Maggie Iglesias-Turner, Chief Executive to County Judge Barbara Canales, as an alternative contact person for communications between the County and NCHD.

The County and NCHD assume no liability for work performed or costs incurred prior to the date authorized by the County to begin work, during periods when work is suspended, or subsequent to the contract completion date.

**ARTICLE 5
WORK AUTHORIZATIONS**

The County and NCHD will issue work authorizations, in the form identified and attached hereto as Attachment D-Work Authorization, to authorize the Contractor to perform one or more tasks. The work authorization will not waive the County's, NCHD or Contractor's responsibilities and obligations established in this contract. The Contractor's work authorization will be issued by the County Judge and NCHD and a copy of the work authorization will be provided to NCHD.

Upon satisfactory completion of the work authorization, the Contractor shall submit to the County and NCHD for review and acceptance the deliverables as delineated herein in Attachment B and specified in the executed work authorization.



All work must be completed on or before the completion date specified in the work authorization. The Contractor shall promptly notify the County and NCHD of any event which will affect completion of the work authorization.

ARTICLE 6 PROGRESS

The Contractor shall, from time to time during the progress of the work, confer with the County and the NCHD. The Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County and/or NCHD, in order to evaluate features of the work. Upon request by the County and/or NCHD, the Contractor shall make presentations to the Commissioners Court.

At the request of the County, NCHD or the Contractor, conferences shall be held at the Contractor's office, the County's office, the NCHD's office, or at other locations designated by the County and/or NCHD. These conferences shall also include an evaluation of the Contractor's services and work when requested by the County and/or NCHD.

Should the County and/or NCHD determine that the progress in production of the work does not satisfy the work schedule, the County and/or NCHD will review the work schedule with the Contractor to determine corrective action needed.

The Contractor shall promptly advise the County and NCHD in writing of events which have a significant impact upon the progress of work, including:

- (1) problems, delays, or adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any County and/or NCHD assistance needed to resolve the situation; and
- (2) favorable developments or events which would enable meeting the work schedule goals sooner than anticipated.

ARTICLE 7 SUSPENSION

The County and/or NCHD may suspend the work, but not terminate the contract, by giving written notice a minimum of two (2) calendar days prior to the date of suspension. The two (2) day notice may be waived if approved in writing by all parties.

The work will be reinstated and resumed in full force and effect within one (1) calendar day of receipt of written notice from the County and/or NCHD to resume the work. The one (1) day notice may be waived if approved in writing by all parties.



If the County and/or NCHD suspends the work, the contract period, as determined in Article 3 – Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article 10 – Supplemental Agreements.

ARTICLE 8 ADDITIONAL WORK

If the Contractor determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County and NCHD in writing. In the event the NCHD, upon consultation with the County, determines that such work constitutes extra work and exceeds the maximum amount payable, NCHD shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 10 – Supplemental Agreements.

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by all parties, of a supplemental agreement. The County and NCHD shall not be responsible for actions by the Contractor or any costs incurred by the Contractor relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

ARTICLE 9 CHANGES IN WORK

If the County and/or NCHD find it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Contractor shall make such revisions if requested and as directed by the County and/or NCHD. This will be considered additional work and paid for only after the execution of a supplemental agreement, as specified under Article 8 – Additional Work.

The Contractor shall make such revisions to the work to correct errors appearing therein, when required to do so by the County and/or NCHD. No additional compensation will be paid for the correction of errors.

ARTICLE 10 SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the County and NCHD determine that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article 4 – Compensation and Method of Payment.

Any supplemental agreement must be executed by all parties within the contract period specified in Article 3 – Contract Period.

No claim for extra work done or materials furnished shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the County and NCHD. The NCHD reserves the right to withhold payment pending verification of



satisfactory work performed to be determined in the NCHD'S reasonable discretion upon consultation with the County.

**ARTICLE 11
PUBLIC INFORMATION ACT**

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and NCHD and shall be furnished to the County and NCHD upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the County and/or NCHD shall be delivered to the County or NCHD, whichever party furnished the documents, upon completion or termination of this contract. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished the County and/or NCHD under this contract. Release of information will be in accordance with the Texas Public Information Act.

**ARTICLE 12
PERSONNEL, EQUIPMENT AND MATERIAL**

The Contractor shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and equipment to perform the services as required.

**ARTICLE 13
SUBCONTRACTING**

The Contractor shall not assign, subcontract or transfer any portion of the work under this contract. All work under this contract shall be performed by Contractor personally.

**ARTICLE 14
EVALUATION OF WORK**

The County and NCHD and their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If a review or evaluation is being made on the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County and NCHD representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this contract, the Contractor's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.



**ARTICLE 15
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the County and NCHD before a final report is issued. The County's and NCHD's comments on the Contractor's preliminary report shall be addressed in the final report. No study reports are herein required for performance of services requested.

**ARTICLE 16
COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

All computer files must be compatible with the County's and NCHD'S computer systems without conversion or modifications and must plot consistent with any reproducible plots submitted.

All plots and graphics media provided by the Contractor shall be delivered to the County and NCHD. Final payment for the work associated with this contract will not be made until the files furnished by the Contractor have been demonstrated to be usable in the required formats.

**ARTICLE 17
VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT**

Material violations of the contract terms or material breach of contract, after the expiration of the requisite notice and cure period, by a party shall be grounds for termination of the contract by the opposite parties and any increased cost arising from the breaching party's default, breach of contract, or violation of contract terms shall be paid by the breaching party. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by the party's and shall be cumulative.

In the event of any material violation or material breach of the requirements or provisions of this contract by any party, each of the non-breaching party(ies) shall send the breaching party written notification, by certified mail, return receipt requested, asserting the existence of such breach in reasonable detail. Following its receipt of such written notice, the breaching party shall have a period of thirty (30) days in which to either contest the existence of such breach or to cure such breach if it is of a nature which can be cured within the thirty (30) days. In the event such breach is of the nature which is incapable of being cured within the thirty (30) days and the breaching party is diligently attempting to cure the breach, the breaching party shall be deemed to be in compliance with this paragraph. If the breaching party fails to cure such breach within the thirty (30) days (or such longer period if so required), then the breaching party shall be deemed to be in violation of this contract and the non-breaching parties may pursue any and all remedies available pursuant to this contract or at law or in equity.



**ARTICLE 18
TERMINATION**

This contract shall terminate at 5:00 p.m., close of business, on October 16, 2020, unless extended as provided in Article 10 – Supplemental Agreements.

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of all parties;
2. By the County and the NCHD by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By the County, NCHD or Contractor upon the failure of any party to fulfill its obligations as set forth herein;
4. By the County and NCHD, for reasons of its own and not subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor; and
5. By written notice from the County and NCHD upon satisfactory completion of all services and obligations described herein.

Should the County and NCHD terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor.

If the Contractor defaults in the performance of this contract or if the County and NCHD terminate this contract for fault on the part of the Contractor, the County and NCHD will give consideration to the actual costs incurred by the Contractor in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the County and NCHD, the cost to the County and NCHD of employing another to complete the work required and the time required to do so, and other factors which affect the value to the County and NCHD of the work performed at the time of default.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County, NCHD and the Contractor under this contract except the obligations set forth in Articles 11, 14, 19, 20, 21 and 22 of this contract. If the termination of this contract is due to the failure of the Contractor to fulfill its contract obligations, the County and NCHD may take over the project and prosecute the work to completion. In such case, the Contractor shall be liable to the County and NCHD for any additional cost occasioned to the County and NCHD.

**ARTICLE 19
COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation licensing laws and



regulations. When required, the Contractor shall furnish the County and NCHD with satisfactory proof of its compliance.

It is expressly understood by County, NCHD and Contractor, that from the date of award of Contractor to one year after termination or expiration of contract term, it is prohibited for any County or NCHD official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and/or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. Contractor is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of Contractor to one year after termination or expiration of contract term. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of employees.

ARTICLE 20 INDEMNIFICATION

THE CONTRACTOR SHALL SAVE HARMLESS THE COUNTY, NCHD AND THEIR OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE COUNTY AND NCHD FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY AND/OR NCHD IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AND/OR NCHD AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES.

ARTICLE 21 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

ARTICLE 22 RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS

The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this contract or until pending litigation has been completely and fully resolved, whichever occurs last. The County and NCHD or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Contractor.



**ARTICLE 23
SUCCESSORS AND ASSIGNS**

The Contractor, the County and NCHD do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Contractor shall not assign, subcontract, or transfer its interest in this contract.

**ARTICLE 24
SEVERABILITY**

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 25
PRIOR CONTRACT SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE 26
NOTICES**

All notices to a party by the other party(ies), required under this contract, shall be personally delivered or mailed to such party at the following respective address:

COUNTY

County Judge
901 Leopard St., Rm. 303
Corpus Christi, Texas 78401

NCHD

Jonny F. Hipp, ScD, FACHE
Administrator/Chief Executive Officer
Nueces County Hospital District
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401



CONTRACTOR

Robert T. Durand
4209 Bowstring Cove
Austin, Texas 78735

**ARTICLE 27
GOVERNING LAW AND VENUE.**

This Agreement shall be construed under and in accord with the law of the State of Texas. Venue shall be in Nueces County, Texas.

IN WITNESS WHEREOF, the County and the Contractor have executed these presents in duplicate.

COUNTY

NCHD

By: _____
BARBARA CANALES
NUECES COUNTY JUDGE

By: Jonny F. Hipp
JONNY F. HIPPI, Administrator/Chief Executive Officer
NUECES COUNTY HOSPITAL DISTRICT

Date: _____

Date: 4/7/20

CONTRACTOR:

By: _____
ROBERT T. DURAND

Date: _____

ATTEST:

County Clerk

List of Attachments:

- Attachment A : Services to be Provided by the County and NCHD
- Attachment B : Services to be Provided by the Contractor
- Attachment C : Work and Fee Schedule
- Attachment D: Work Authorization

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Attachment A
Services to be Provided by the County and NCHD

The following services are anticipated to be provided by Nueces County and the Nueces County Hospital District:

1. Collaboration with and assistance from Nueces County Judge, Nueces County Hospital District Chief Executive Officer, as well as health officials of Nueces County and County local leadership team/Task Force members.

Attachment B
Services to be Provided by Contractor

AS RELATED TO COVID-19 (CORONAVIRUS) AND OTHER PUBLIC
HEALTH RELATED ISSUES:

- Professional Counsel: Provide onsite and remote public affairs counsel to County Judge, PIO, EOC Director, County employees and Health Department personnel.
- Planning: Draft and execute public affairs plans as needed for events, programs, crisis events, and emergencies.
- Writing: Draft, edit, and coordinate approval for public affairs products including press releases, media advisories, speeches, video scripts, bylined articles, emails, social media posts, talking points and other written materials. Nueces County will have final decision and editorial authority on processes and documents produced by the tasks listed below.
- Media Relations: Liaison with members of the media and media organizations. Respond to media queries, coordinate accurate responses, and respond to queries with information approved by the County Judge or PIO. Coordinate media interviews, press conferences, media availabilities and online events for County Judge, PIO, EOC Director, County employees and Health Department personnel.
- Multimedia: Produce or coordinate the production of multimedia products including infographics, graphs, charts, presentations, videos, podcasts and online events as needed.
- Website and Social:
Media Properties Edit, update and provide new content for Nueces County website and other properties as needed. Create and maintain official Nueces County social media properties as needed. Coordinate content across platforms. Monitor interaction on social media properties and provide feedback to County Judge regarding message clarity and understanding.

ATTACHMENT C
Work and Fee Schedule

NCHD shall compensate the Contractor for all services provided under this contract. Contractor shall provide a monthly account service review and report, which will include Contractor's monthly invoice and provide a complete accounting for every activity accomplished for the month invoiced as specified in ATTACHMENT B attached hereto. The Contractor will execute and submit all necessary accounting and/or legal reporting forms (i.e. W-9, Form 1295-Certificate of Interested Parties, etc) as requested by NCHD and/or the County, prior to the remittance of any payments by NCHD.

The NCHD shall compensate the Contractor monthly for services provided and invoiced up to the maximum contract amount specified herein.

Monthly Installments: \$ 7,000 per month

With the first monthly installment due and payable on the 16th day of April, 2020 and on the same day of each month thereafter until the completion date specified herein.

Maximum Total Compensation: \$49,000

COMPLETION DATE: October 16, 2020

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ATTACHMENT D
WORK AUTHORIZATION

This work authorization is issued in accordance with the Personal Services Contract dated March 16, 2020, between Nueces County, Nueces County Hospital District and Robert Durand.

Work Task:

Items as described on Attachment B of Personal Services Contract.

Cost: Total Maximum Compensation: **\$49,000**

Deliverables: As described on Attachment B of Personal Services Contract.

Completion date: October 16, 2020

COUNTY

NCHD

By: _____
BARBARA CANALES
NUECES COUNTY JUDGE

By: Jonny F. Hipp
JONNY F. HIPPI, Administrator/Chief Executive Officer
NUECES COUNTY HOSPITAL DISTRICT

Date: _____

Date: 4/7/20

CONTRACTOR

By: _____
ROBERT T. DURAND

Date: _____