

AGREEMENT BETWEEN WEBB COUNTY

AND MICHAEL A. SMITH

This grant writing services contract ("Contract") is entered into as of April 3, 2018 ("Effective Date") by and between the **County of Webb**, a public body, corporate and politic (hereinafter "Webb County") and **Michael A. Smith d/b/a Intentional Leadership Consultants**, whose address is located at 1320 E. Bustamante St., Laredo, TX 78041 (hereinafter called "Consultant").

NOW THEREFORE, Webb County and the Consultant agree as follows:

1. Scope of Services

Consultant shall provide the services for all work as described in the "Scope of Work". The "Scope of Work" is attached hereto as **Addendum 1**.

2. Time of Performance

The initial term of this Contract shall begin on the Effective Date of April 3, 2018 until April 30, 2018

3. Compensation Billing Rates, and Method of Payment

A. Compensation. Webb County shall compensate Consultant according to the fee schedule on Addendum 1. Webb County and the Consultant shall execute any amendment, as may become necessary, to this Contract by letter agreement reflecting the negotiated changes, if any.

- 1) Billings by the Consultant are to be directed to:
Webb County Health Services
1620 Santa Ursula Ave.
Laredo, Texas 78040
- 2) Invoices shall be accompanied with the following information, which may be supplied by computer printout:
 - i. A brief summary, listing names or titles of Consultants and other professionals and individuals who provided the Consultant services, total hours for each in increments of tenths (.1) of an hour of time, and their hourly rates;
 - ii. Estimate Number of hours worked per Consultant and other professionals and individuals who provided the Consultant services, on a weekly basis;
 - iii. A brief description of actual work done by each person (detailed narratives are not necessary), on a weekly basis; and
 - iv. Itemization of disbursements and costs.

3) Payments made by Consultant to others for services in connection with a matter shall be included in the statement and attached to the billing. Webb County will reimburse or make such payments to third parties secured by Consultant only if such third parties were retained by Consultant with prior approval of Webb County.

A. Method of Payment. Consultant will submit billing invoices to Webb County. Fee Schedule attached.

B. Taxes. No payroll or employment taxes of any kind will be withheld or paid by Webb County on behalf of Consultant. Webb County will not treat Consultant as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Consultant understands and agrees that it is Consultant's responsibility to pay all taxes required by law, including self-employment social security tax. Webb County will issue an IRS 1099 Form, or other appropriate tax reporting document, to Consultant for the Contract services.

C. Benefits. Consultant will not be eligible for, and will not participate in, any health, pension, or other benefit of Webb County during the Contract term.

4. Records for Audit Purposes.

Consultant shall maintain all records concerning Services performed and for which Consultant requires compensation under this Contract for three (3) years from the expiration date of the Contract unless a longer period is required under Title 24, Code of Federal Regulations, Section 85.42. Consultant shall provide Webb County, or any of their authorized representatives, all records pertaining to the services provided hereunder. This right shall continue as long as the records are required to be maintained.

5. No Personal Liability

No member, official or employee of Webb County shall be liable personally to Consultant or any successor in interest in the event of any default or breach by Webb County or for any amount which may become due to Consultant or any successor or on any obligation under the terms of this Contract.

6. Assignment of Contract

Consultant shall not assign this Contract, or any part thereof, without the prior, express, written consent of Webb County

7. Indemnification

Consultant shall defend, hold harmless and indemnify Webb County and its respective commissioners, members, officers, agents and employees of and from all claims, loss,

damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Consultant's operation or activities related thereto, excluding the alleged or actual negligence, gross negligence, and/or willful misconduct of the person or entity seeking to be defended, indemnified or held harmless.

8. Independent Consultant

Consultant hereby declares that it is engaged in an independent business and agrees to perform its services as an independent Consultant and not as the agent or employee of Webb County. Consultant has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Consultant agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

9. Conflicts of Interest

Webb County requires the Consultant inform Webb County in writing of any potential, apparent, or actual conflict the Consultant may have or develop during the term of this Contract. At this time, Consultant is not aware of any relationship with any other party interested in the subject matter of Consultant's services for Webb County under this Contract.

10. Nondiscrimination

Consultant agrees that there shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

11. Termination

Webb County may terminate this Contract at any time with or without cause upon thirty (30) day's written Notice of Termination to the Consultant; provided, however, that in the

event of such termination, Webb County shall compensate Consultant for work completed.

12. Compliance with Federal Regulations

Consultant agrees to comply with federal laws and regulations, as applicable, including, but not necessarily limited to, the following:

- The requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964 relating to prohibitions against the discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin.
- The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibited discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs.
- The requirements of Executive Orders 11625, 12432, and 12138 to implement Minority Business Enterprises and Women's Business Enterprise participation goals in programs of federal agencies.

13. Proprietary Interests

Consultant understands and agrees that Consultant's work product, including memoranda, charts, plans, financial analyses, feasibility analyses, applications, forms, worksheets, reports and any other documents developed on behalf of Webb County remain as joint property of Webb County and Consultant.

14. Modification, Waiver and Amendment

Any modification, waiver or amendment of any of the provisions of this Contract shall be in writing and signed by both Webb County and Consultant.

- A. Entire Contract. This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Consultant and Webb County affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Consultant and Webb County with respect to the subject matter hereof.
- B. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.
- C. Governing Law. This Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Texas, and shall be subject to the exclusive jurisdiction of the state courts therein. Venue for any court action brought by either party under this Contract shall remain exclusively in Webb County, Texas. It is the responsibility of Consultant to be informed of local, state

and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

- D. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.
- E. Attorneys' Fees. In any action or proceeding arising out of the interpretation of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- F. Alternative Dispute Resolution. In the event of a dispute between the parties regarding the interpretation of this Contract, the parties may agree to mediation or another form of alternative dispute resolution.
- G. Authority. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Contract on behalf of his or her respective party and to bind the party in accordance with its terms.

IN WITNESS WHEREOF, Webb County and Consultant have executed this Contract as of the effective date first above written and signed on this 3rd day of April, 2018.

MICHAEL A. SMITH

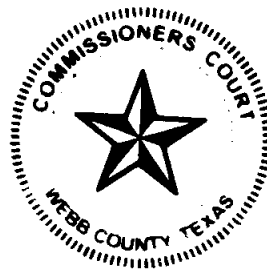
By: _____
 Name: M. A. Smith
 Title: Director

COUNTY OF WEBB

By: _____
 Honorable Tano E. Tijerina
 Webb County Judge

ATTESTED

 Honorable Margie Ramirez Barra
 Webb County Clerk



APPROVED AS TO FORM

By: _____
 Alexandra Colessides-Solis
 Webb County Civil Legal Division Director*

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court on February 28, 2018; Item no. 15a

ADDENDUM 1
SCOPE of WORK

Solicitation:

Submission of a multi-county Community Needs Assessment with a specific emphasis placed on priorities, trends, capacity, and resources available in health care in the current marketplace

Work:

Work with lead and partnering agencies within each county to compile information pertinent and necessary to the Community Needs Assessment including but not limited to the Summary Data Sheet(s), Narratives, Citations, Abstracts and Exhibits, and supporting documentation as required, including but not limited to:

- Public Community Forums in each county (Webb, Zapata, Jim Hogg, Maverick)
- Site Reviews and Visits
- Individual interviews
- Online Survey(s)
- Social Media Data Compilation and Outreach

Timeline:

Bi Weekly submissions to Webb County POC. Final Community Needs Assessment to be completed within 60 days of agreement.

Fee Rate/ Schedule:

Flat Rate to include any/all travel and materials \$20,000

1/2 due within 10 days of agreement

1/2 due within 10 days of final submittal

Payable to: Michael A. Smith d/b/a Intentional Leadership Consultants /
1320 E. Bustamante / Laredo, Texas 78041