

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT FOR PROFESSIONAL SERVICES is made by and between the **NUECES COUNTY** and **COATS & EVANS, P.C.** hereinafter called "Contractor" for the purpose of contracting for professional services.

WITNESSETH

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

WHEREAS, the County desires to contract for professional services described as follows:

Strategic planning, infrastructure planning and improvements, and development of advocacy and communications strategy related to the Nueces County Airport.

NOW, THEREFORE, the Nueces County 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 NUECES COUNTY AND CONTRACTOR

Nueces County hereby agrees to perform those tasks and services described in Attachment A, which is attached hereto and made a part thereof this contract.

Contractor hereby agrees to perform those tasks and services described in Attachment B, which is attached hereto and made part thereof of this contract.

ARTICLE 2 CONTRACT PERIOD

This contract shall terminate at the close of business on July 22, 2020, unless extended by supplement agreement duly executed by Contractor and Nueces County prior to the date of termination, as provided in Article 9 – Supplemental Agreements, or otherwise terminated, as provided in Article 16 – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT

The maximum amount payable under this contract is \$60,000.00, unless modified as provided in Article 9 – 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.

The Contractor shall prepare and submit monthly invoices and a progress report stating the status and description of the work accomplished during the billing period to Tyner Little, Director, Commissioners Court Administration.

Nueces County Judge, or her designee, reserves the right to withhold payment pending verification of satisfactory work.

Nueces County assumes no liability for work performed or costs incurred prior to the effective date of this agreement during periods when work is suspended, or subsequent to the contract completion date.

ARTICLE 4 WORK AUTHORIZATIONS

Nueces County Judge, or her designee, will issue work authorizations, in the form identified and attached hereto as Attachment D – Work Authorization, to authorize Contractor to perform one or more tasks. The work authorization will not waive Nueces County’s or Contractor’s responsibilities and obligations established in this contract. Contractor’s work authorization will be issued by the Director of Commissioners Court Administration.

Work included in a work authorization shall not begin until the Nueces County Judge, or her designee, and Contractor have signed the work authorization. All work must be completed on or before the completion date specified in the work authorization. Contractor shall promptly notify Nueces County Judge, or her designee, of any event which will affect completion of the work authorization.

ARTICLE 5 PROGRESS

Contractor shall, from time to time during the progress of the work, confer with Nueces County Judge, or her designee. Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by Nueces County Judge, or her designee, in order to evaluate features of the work. Upon request by Nueces County Judge, or her designee, Contractor shall make presentations to Nueces County Commissioners Court, which shall be deemed to be a part of the authorized work.

At the request of Nueces County Judge, or her designee, or Contractor, conferences shall be held at Nueces County offices, the Nueces County Airport or at other locations designated by Nueces County and agreed to by Contractor. These conferences shall also include an evaluation of the Contractor’s services and work when requested by Nueces County Judge, or her designee.

Contractor shall promptly advise Nueces County Judge, or her designee, 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 assistance needed from the Nueces County Judge, or her designee, to resolve the situation; and
- (2) favorable developments or events which would enable meeting the work schedule goals sooner than anticipated.

ARTICLE 6 SUSPENSION

Nueces County Judge, or her designee, 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 both parties.

The work will be reinstated and resumed in full force and effect within ten (10) calendar days of receipt of written notice from Nueces County Judge, or her designee, to resume the work. The ten (10) day notice may be waived if approved in writing by both parties.

If Nueces County Judge, or her designee, suspends the work, the contract period, as determined in Article 2 – Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article 9 – Supplemental Agreements.

ARTICLE 7 ADDITIONAL WORK

If 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 Nueces County Judge, or her designee, in writing. In the event Nueces County Judge, or her designee, determines that such work constitutes extra work and exceeds the maximum amount payable, Nueces County Judge, or her designee, shall so advise Contractor and a supplemental agreement may be executed, as provided in Article 9 – Supplemental Agreements.

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

ARTICLE 8 CHANGES IN WORK

If Nueces County Judge, or her designee, finds 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 Nueces County Judge, or her designee. This will be considered additional work and paid for as specified under Article 7 – Additional Work.

ARTICLE 9 SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement, upon approval of the parties and execution by the Nueces County Judge or her designee and by Contractor if the Nueces County Judge determines 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. If such supplemental agreement calls for additional work, additional compensation, shall be agreed to as provided in Article 3 – Compensation and Method of Payment.

Any supplemental agreement must be executed by both parties within the contract period specified in Article 2 – Contract Period.

No claim for extra work done shall be made by Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the Nueces County Judge or her designee. Nueces County Judge, or her designee, reserves the right to withhold payment pending verification of satisfactory work performed.

ARTICLE 10 PUBLIC INFORMATION ACT

All data, and other documents created or collected under the terms of this contract are the exclusive property of the Nueces County Judge, or her designee, and shall be furnished to Nueces County Judge, or her designee, upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by Nueces County Judge, or her designee, shall be delivered to Nueces County Judge, or her designee, upon completion or termination of this contract. The Contractor, at his own expense, may retain copies of such documents or any other data which he has furnished Nueces County Judge, or her designee, under this contract. Release of information will be in accordance with the Texas Public Information Act.

ARTICLE 11 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, unless approved in writing by Nueces County Judge, or her designee,.

**ARTICLE 12
EVALUATION OF WORK**

Nueces County Judge, or her designee, shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder.

**ARTICLE 13
SUBMISSION OF REPORTS**

All applicable reports shall be submitted in preliminary form for review by Nueces County Judge, or her designee, before a final report is issued. Comments of the Nueces County Judge, or her designee, on the Contractor's preliminary report shall be addressed in the final report.

**ARTICLE 14
COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

All computer files must be Microsoft Office compatible or PDF format.

All graphics media provided by Contractor shall be delivered to Nueces County Judge or her designee.

**ARTICLE 15
VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT**

Violation of the contract terms or breach of contract by either party shall be grounds for termination of the contract. 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 either party and shall be cumulative.

**ARTICLE 16
TERMINATION**

This contract shall terminate at the close of business on July 22, 2020 unless extended as provided in Article 9 – 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 both parties;
2. By Nueces County Judge, or her designee, 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 either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By Nueces County Judge, or her designee, or by Contractor, at their respective discretion upon not less than thirty (30) calendar days written notice to the Contractor; and
5. By written notice from Nueces County Judge, or her designee upon satisfactory completion of all services and obligations described herein.

Should any party terminate this contract as herein provided, no fees other than fees for services performed prior to and through the date of termination shall thereafter be paid to Contractor. Should Nueces County Judge, or her designee, terminate this contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount due for Contractor's services performed prior to and during the thirty (30) day notice period, to the extent not previously paid.

The termination of this contract and payment of an amount agreed to by the Parties in settlement as prescribed above shall extinguish all rights, duties, and obligations of Nueces County and the Contractor under this contract except the obligations set forth in Articles 10, 12, 17, 18, 19, and 20 of this contract.

ARTICLE 17 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 applicable to Contractor's work under this contract. When required, the Contractor shall furnish Nueces County Judge, or her designee, with satisfactory proof of its compliance, which shall be deemed approved Additional Work.

It is expressly understood by Nueces County 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 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. County official is defined as those individuals described as county and precinct officers in subchapter b of Chapter 152 of the Texas Local Government Code. 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 18

ARTICLE 19

CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for the accuracy of his work .

ARTICLE 20 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 his 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. Nueces County Judge, or her designee, 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 21 SUCCESSORS AND ASSIGNS

Contractor and Nueces County 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 without the prior written consent of Nueces County.

ARTICLE 22 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 23 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 24 NON-COMPETE

This paragraph was specifically deleted.

**ARTICLE 25
NOTICES**

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

NUECES COUNTY

County Judge
901 Leopard Rm 303
Corpus Christi, Texas 78401

CONTRACTOR

George Andrew Coats
Coats & Evans, P.C.
P.O. Box 130246
The Woodlands, Texas 77393-0246

**ARTICLE 25
VENUE AND GOVERNING LAW**

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

IN WITNESS WHEREOF, effective December 18, 2019.

Nueces County

By: _____
Barbara Canales, County Judge

Date: _____

Attest:

By: _____
Kara Sands, County Clerk

CONTRACTOR:

Coats & Evans, P.C.

By: _____
George Andrew Coats

Date: _____

List of Attachments:

Attachment A – Services to be provided by Nueces County

Attachment B – Services to be provided by Contractor

Attachment C - Work and Fee Schedule

Attachment D – Work Authorization

ATTACHMENT A - Services to be provided by
Nueces County

- Provide overall project direction and day-to-day coordination/clarification about the Nueces County goals and objectives of activities associated with Nueces County airport.
- Provide timely decisions and responses as required when requested by Contractor.
- Provide detailed plans and specifications for review and familiarization where applicable.

ATTACHMENT B - Services to be provided by Contractor

1. Assist Nueces County in developing a long-term vision for the Airport, which will then serve as the objective for airport operations and improvements.
2. Assist Nueces County with infrastructure planning, including, but not limited to, consideration of construction of additional hangars, review of hangar rental rates and hangar leasing process,
3. Assist Nueces County by exploring options to accelerate completion of the new fuel farm, which will provide jet fuel availability at the Airport.
4. Assist Nueces County with strategies for attracting based and transient business jet traffic.
5. Assist Nueces County in its dialogue with Texas Department of Transportation and the Federal Aviation Administration to explore optimizing expeditious funding of various infrastructure improvements, including, but not limited to, improved taxiways, runways, and a direct entry road.
6. Assist Nueces County in developing, implementing and administering an advocacy and communications strategy, including promoting the Airport to the business aviation community as well as promoting aviation to members of the business community who do not already have a business aviation presence.
7. Assist Nueces County in identifying good prospective development partners, promoting the Airport to such businesses and negotiating the terms of those development partnerships.
8. Assist Nueces County in working with the Navy and Coast Guard as prospective development partners and identifying future Airport infrastructure which is compatible with anticipated military training, as well as emergency management needs.
9. Assist Nueces County in exploring possible incorporation of aviation facilities in infrastructure development plans with other institutions and school districts.

ATTACHMENT C

Work and Fee Schedule

Nueces County shall compensate the Contractor for services provided on a monthly basis, up to the maximum contract amount.

\$295/hour for shareholders

\$147.50/hour for shareholder travel

\$195/ hour for associates

Maximum Total Compensation: \$10,000.00 per month,

COMPLETION DATE: July 22, 2020

WORK AUTHORIZATION

This work authorization is issued in accordance with the Professional Services Contract dated _____, 2019, between Nueces County and Coats & Evans, P.C.

Work Task:

Items as described on Attachment B of Professional Services Contract.

Cost: Up to \$60,000

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

Completion date: _____

NUECES COUNTY

Coats & Evans, P.C.

By: _____
Tyner Little, Director OCCA

By: _____
George Andrew Coats, Shareholder

Date: _____

Date: _____