

STATE OF TEXAS

COUNTY OF TARRANT

**PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RICHLAND HILLS, TEXAS AND KATHRYN DUFFY
FOR PUBLIC RELATION AND OUTREACH SERVICES**

WHEREAS, the City of Richland Hills recognizes the need and value of personal consulting services of Kathryn Duffy to assist the City Manager in public relation and outreach services for the LINK, as more thoroughly described in Exhibit A; and

WHEREAS, Kathryn Duffy has previously provided advice and services to the City in this field and offers to continue the provision of advice and services as set out below,

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

SECTION 1. PARTIES

The parties to this Agreement are the City of Richland Hills, Texas ("City"), a home rule municipality whose authorized signatory is Eric Strong, City Manager, and Kathryn Duffy ("Consultant").

SECTION 2. TERM

A. Term. This Agreement shall become effective on May 4th, 2016 and shall remain in effect until September 30, 2016 unless sooner terminated as provided herein.

B. Renewal. This Agreement is renewable upon the mutual consent of the parties. The terms of any such renewal must be in writing and signed by both the City and Consultant.

C. Termination by City. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of Consultant with or without cause at any time, to be effective upon receipt by Consultant of written notice from City of such termination.

D. Termination by Consultant. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Consultant to terminate this Agreement at any time, to be effective upon receipt by City of written notice from Consultant of such termination.

E. Duties upon Termination. Upon termination of this Agreement for any reason, Consultant agrees to cease all work under this Agreement and promptly deliver to City any product or output developed by Consultant pursuant to this Agreement. City agrees to promptly pay Consultant any and all amounts due to Consultant under this

Agreement, or the appropriate prorated amount if such termination occurs prior to the end of a month, within thirty (30) days after termination.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. In return for services rendered by Consultant pursuant to this Agreement, City will pay Consultant a rate of \$25 per hour with a maximum of 120 hours per month, within thirty (30) days after receipt of invoice to be submitted monthly by Consultant at the end of the month. Invoices shall show detailed breakdowns of services provided and time spent on each project.

B. Method of Payment. The Consultant shall bill monthly out of current funds for hours completed to date. Total payments shall not exceed the amount shown in (3), above. City shall pay invoices within 30 days of receipt; provided, however, that in the event City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation.

SECTION 4. SERVICES TO BE RENDERED

A. Personal Services. Consultant agrees to personally perform consulting services related to the operation and opening of the LINK, as assigned to Consultant by the City Manager and as more thoroughly described in Exhibit A.

B. Consultant's Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, City and Consultant agree and acknowledge that City is entering into this Agreement in reliance on Consultant's special and unique abilities. Consultant accepts the relationship of trust and confidence established between it and the CITY by this Agreement. Consultant covenants with City to use her best efforts, skill, judgment, and abilities to perform the personnel services outlined herein and to further the interests of City in accordance with City's requirements, in accordance with the highest standards of Consultant's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Consultant warrants, represents, covenants, and agrees that all of the work to be performed by the Consultant under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances and involving a project such as the work to be performed in accordance with Exhibit A. Consultant warrants, represents, covenants, and agrees that the work it performs will be accurate and free from any material errors.

C. Reporting. Consultant agrees to provide monthly management reports which broadly outline tasks performed by consultant over the previous period. These reports shall be provided directly to the City Manager for the duration of this agreement

D. Attendance at Local Meetings; Local Travel. Consultant agrees to attend meetings from time-to-time within Richland Hills or elsewhere within Tarrant County as necessary for the performance of consulting services set out under this Agreement, and further agrees that attendance at and travel to and from such meetings shall be included within the compensation provided under terms of this agreement.

E. Travel Outside of Local Area. City agrees to reimburse Consultant for actual expenses incurred by Consultant while travelling to attend such meetings outside of Tarrant County as necessary for the performance of consulting services set out under this Agreement. Mileage shall be reimbursed at the current IRS allowable mileage reimbursement rate.

SECTION 5. CITY OBLIGATIONS

City will provide such information as is reasonable and necessary to Consultant to aid in Consultant's performance under this Agreement.

SECTION 6. NON-ASSIGNMENT

Consultant will not assign any portion of its rights or duties under this Agreement without prior, written approval of the City. Any purported assignment without such prior approval will be a breach of this Agreement and will be void in all respects.

SECTION 7. INDEMNIFICATION

The Consultant agrees to indemnify and hold harmless the City and all of its officers, employees, council members and agents from any and all claims by third parties, including, but not limited to, claims for damages, judgments, attorney's fees, expenses, injunctive or equitable relief, interest, personal injury, and death, that may arise from the Consultant's performance under this Agreement, provided that Consultant shall not be required to indemnify or hold the City harmless for the intentional or negligent acts or omissions of the City to the extent that such acts cause the injuries or damages complained of.

SECTION 8. MISCELLANEOUS

A. In performing work and services under this Agreement, Consultant is acting as an independent contractor. No term or provision hereof be construed as making Consultant the agent, servant, or employee of the City or as creating a partnership or joint venture relationship between Consultant and the City.

B. The provisions of the Agreement are severable and if, for any reason, a clause, sentence, paragraph or any other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

C. The failure of the City to insist upon the performance of any term or provision of the Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of the City's right to assert or to rely upon such term or right on any future occasion.

D. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or nonperformance of the contract and agreement, venue for said action shall lie in Tarrant County, Texas.

E. This written instrument and any exhibits attached hereto which are incorporated by reference and made a part of this Agreement for all purposes, constitute the entire agreement between the parties hereto concerning the work and services to be performed hereunder and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be approved by both the City and Consultant.

IN WITNESS WHEREOF, the parties hereto have executed four (4) copies of this Agreement in Richland Hills, Tarrant County, Texas this _____day of _____, A.D. 2016.

CITY MANAGER:

Eric Strong

CONSULTANT:

Kathryn Duffy

ATTEST:

Cathy Bourg, City Secretary

APPROVED AS TO FORM:

City Attorney