

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF CORPUS CHRISTI,
NUECES COUNTY,
AND
HEALTH AUTHORITY**

THE STATE OF TEXAS §
COUNTY OF NUECES §

KNOW ALL BY THESE PRESENTS

Section 1. Parties. This professional services agreement ("**Agreement**") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("**City**"), acting through its City Manager or the City Manager's designee ("**City Manager**"), Nueces County ("**County**"), a political subdivision of the State of Texas, acting through its County Judge or the County Judge's designee ("**County Judge**"), and Dr. Srikanth Ramachandrani, M. D., a licensed medical doctor of the State of Texas, in his/her individual capacity ("**Dr. Ram**"). For the purposes set out in this document, the City and County, acting as an organized local public health district pursuant to an existing cooperative agreement between the parties, may collectively be referred to as the "**Health District**" in this Agreement.

Section 2. Engagement. The Health District engages Dr. Ram to provide professional services for the Health District in the capacity of the Health District's appointed local health authority ("**Health Authority**"), as the specific term and duties are defined under State law.

Section 3. Contract Administrator. This Agreement will be administered by the City on behalf of the purposes of the Health District.

Section 4. Term. Following appointment by the Health District's governing bodies and execution by the last party, the term of this Agreement commences with the date of the appointment and terminates under the provisions of Section 19 of this Agreement.

Section 5. Services. In consideration of payment to be made for services rendered, Dr. Ram agrees to provide professional services including, but not limited to, serving as the Medical Director, serving as the Local Health Authority, and performing the duties specified in Chapter 121 of the Texas Health and Safety Code for the Health District, whose main facility is located at 1702 Horne Road, Corpus Christi, Nueces County, Texas, and to the subdivisions of the City and County's Health Departments, such as Vital Statistics, Animal Control, and Vector Control, which are physically located elsewhere within the jurisdictional limits of Nueces County ("**Services**"). In the event that Dr. Ram provides specific program-related professional duties to the District's infectious diseases program or other clinical programs, Dr. Ram shall be paid separately in accordance with the relevant State or federal program grant. Dr. Ram will notify the Health District's Director each time authority is transferred and the expected duration of the transfer.

Section 6. Emergency Operations Center. In the event of a weather, biological, or health emergency, or other public emergency, Dr. Ram additionally agrees to provide Services upon activation of operations by the Emergency Operations Center ("**EOC**"), which is located in the Frost Bank Building on Leopard Street, Corpus Christi, Texas or at the County's EOC located at 901 Leopard, 5th floor of County Courthouse. Dr. Ram shall report to the EOC upon the

request of the City or County EOC Director ("**Director**") and will remain on duty until released by the Director.

Section 7. Relationship of the Parties.

(A) Dr. Ram will perform all Services as an independent contractor and will furnish the Services in his/her own manner and method. Under no circumstances or conditions will Dr. Ram be considered an employee of the City or County or the District for any purpose or reason. Dr. Ram may only act as an agent of the Health District in the capacity of a medical director and local Health Authority under State law.

(B) Dr. Ram acknowledges that he/she is competent, capable, qualified, and duly licensed by the State of Texas to perform the Services specified under this Agreement. Dr. Ram shall be responsible for selecting a doctor that meets the requirements specified in this Agreement, subject to the approval of and appointment by the City and County, to serve as Dr. Ram's alternate in the event of Dr. Ram's absence, incapacitation, or inability to serve under the terms of this Agreement and Chapter 121 of the Texas Health and Safety Code.

Section 8. Fee/Compensation for Services.

(A) In consideration of Dr. Ram's faithful performance of this Agreement and as full compensation for Services performed pursuant to this Agreement, the Health District shall pay Dr. Ram a monthly amount of **\$8,333.33** to be remitted on a monthly basis following the delivery of Services.

(B) Dr. Ram acknowledges and agrees that he/she is personally responsible for the payment of all federal, State, and local taxes and fees, of any nature whatsoever, accruing or that may derive from the receipt of compensation, by Dr. Ram, under this Agreement.

Section 9. Insurance Required.

(A) Before the performance required under this Agreement can begin, Dr. Ram shall deliver copies of all Certificates of Insurance ("**Certificates**") required by **Exhibit A**, which is attached to this Agreement and incorporated in this Agreement by reference, as proof that the required insurance coverage provisions of this Agreement have been satisfied. Copies of the Certificates must be submitted to the City's Risk Manager ("**Risk Manager**") and to the City Manager. Dr. Ram must maintain in good standing and keep in force all insurance coverages required under this Agreement for the term of this Agreement.

(B) The Certificates must state, in writing on the face of each document, that the Risk Manager shall be given at least 30 days written notice of cancellation, any material change, or intent not to renew any of the policies required under this Agreement, by certified mail. Additionally, the City of Corpus Christi and Nueces County must be named as separate **additional insureds** for liability arising from Dr. Ram's provision of Services under this Agreement.

(C) If the insurance company or companies utilized by Dr. Ram elects to use the standard ACORD form, the cancellation clause located on the bottom right of each ACORD form must be amended by adding the wording "materially changed or" between "be" and "canceled,"

deleting the words "endeavor to," and deleting the wording after "left." In lieu of modification of an ACORD form, separate endorsements addressing the same substantive requirements, as stated in this section and Exhibit A, are mandatory on the ACORD form.

(D) Dr. Ram must provide workers' compensation coverage through a licensed insurance company or through self-insurance obtained in accordance with Texas law.

Section 10. Indemnification. *To the extent allowed by Texas law, Dr. Ram ("Indemnitor") will indemnify and hold harmless the City, the County, and their respective officers, employees, representatives, and agents ("Indemnitees") from and against any and all liability, damages, loss, claims, demands, suits, and causes of action of every nature whatsoever asserted against or recovered from the Indemnitees, or any of them individually, on account of personal injuries (including, without limitation on the foregoing, workers' compensation, premises defects, and death claims), property loss or damage, or any other kind of damage, including dishonest, fraudulent, negligent, or criminal acts of the Indemnitor or any of his/her employees, representatives, or agents, acting alone or in collusion with others, and including all expenses of litigation, court costs, and attorneys' fees which arise, or are claimed to arise, out of or in connection with the services provided by the Indemnitor pursuant to this Agreement, regardless of whether such injuries, death, or damages are caused or claimed to be caused by the concurrent or contributory negligence of the Indemnitees, or any of them individually. The Indemnitor covenants and agrees that, if the Indemnitees, or any of them individually, are made a party to any litigation against the Indemnitor or, in any litigation commenced by any party other than the Indemnitor, relating to this Agreement, the Indemnitor, shall, upon receipt of reasonable notice regarding the commencement of any litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend the Indemnitees collectively or each separately, in all actions based thereon with counsel satisfactory to the Indemnitees, and pay all charges of attorneys and all other costs and expenses of any kind arising from any said liability, damage, loss, demand, claim, or action.*

Section 11. Nondiscrimination. Dr. Ram shall not discriminate nor permit discrimination against any person or group of persons, as to employment or in the performance of Services under this Agreement, on the grounds of race, religion, national origin, sex, disability, or age, or in any manner prohibited by the laws of the United States or the State of Texas. The City

and County each retains the right to take such action as the United States may direct to enforce this non-discrimination covenant.

Section 12. Compliance with Laws. Dr. Ram must comply with all applicable federal, State, and local government laws, rules, regulations, and ordinances, which may be applicable to the Services to be rendered under this Agreement and to his/her performance under this Agreement.

Section 13. Notices.

(A) All notices, demands, requests, or replies provided for or permitted, under this Agreement by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid; (3) by prepaid telegram; (4) by deposit with an overnight express delivery service, for which service has been prepaid; or, (5) by fax transmission.

(B) Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service in the manner described above will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. Notice by fax will be deemed effective upon transmission with proof of delivery to the receiving party. All such communications must only be made to the following:

IF TO THE HEALTH DISTRICT:

City of Corpus Christi
Attn: City Manager
P. O. Box 9277
Corpus Christi, TX 78469-9277
(361) 880-3220 Office
(361) 880-3839 Fax

IF TO DR. RAM:

Dr. Srikanth Ramachandruni
5950 Saratoga Blvd.
Corpus Christi, Texas 78414
(321) 917-9263 Office
(361) Fax

With a copy to:

Nueces County
Attn: County Judge
901 Leopard St., Rm. 303
Corpus Christi, TX 78401
(361) 888-0444 Office
(361) 888-0445 Fax

(C) Either party may change the address to which notice is sent by using a method set out above in this section. Dr. Ram must notify the Health District of an address or phone number change within 10 days after the address or number is changed.

Section 14. Amendments. No alterations, changes, or modifications to the terms of this Agreement nor the waiver of any provision will be valid unless made in writing and signed by

all parties to this Agreement by a person authorized to sign agreements on behalf of each party. With respect to the Health District, the parties authorized to sign are as stated in the parties' cooperative agreement.

Section 15. Waiver.

(A) The failure of any party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by said party of any of its rights under this Agreement.

(B) No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement by any party at any time, express or implied, will be taken to constitute a waiver of any subsequent breach of the covenant or condition nor will justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition of this Agreement.

(C) If any action by Dr. Ram requires the consent or approval of the Health District on one occasion, any consent or approval given on said occasion will not be deemed a consent or approval of the same or any other action at any other occasion.

(D) Any waiver or indulgence of Dr. Ram's default of any provision of this Agreement will not be considered an estoppel against the Health District. It is expressly understood that, if at any time Dr. Ram is in default of any of the conditions or covenants of this Agreement, the failure on the part of the Health District to promptly avail itself of any rights and remedies which the Health District may have will not be considered a waiver on the part of the Health District, but the Health District may at any time avail itself of said rights or remedies or elect to terminate this Agreement on account of said default.

(E) The rights and remedies in this section are cumulative and are in addition to any other rights and remedies provided by law.

Section 16. Budgetary Appropriations. Dr. Ram understands and acknowledges that the continuation of this Agreement after the close of any fiscal year of the City or County, which fiscal year end on September 30, respectively, of each year, is subject to sufficient appropriations and budget approval providing for or covering this Agreement as an expenditure in the City's and County's budgets. Neither the City nor the County represents to Dr. Ram that said budget item will be actually adopted, the determination as to appropriations and expenses being within the sole discretion of the City's and County's governing bodies at the time of adoption of their respective budgets. If revenue funds are not appropriated by the City and County for any individual fiscal year following the execution of this Agreement, the Health District reserves the right to terminate this Agreement without penalty.

Section 17. Force Majeure. No party to this Agreement will be liable for failures or delays in performance due to any cause beyond their control including, but not limited to, any failures or delays in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The rights and obligations of the parties will be temporarily suspended during this period to the extent performance is reasonably affected.

Section 18. Assignment and Transfer of Agreement. This Agreement may not be, in whole or in part, assigned or transferred, directly or indirectly, by Dr. Ram without the prior written consent of the Health District. Subject to the foregoing, this Agreement shall be binding upon the Health District and Dr. Ram and each of their respective successors and assigns.

Section 19. Termination of Agreement.

(A) This Agreement terminates upon the earlier of the following:

- (1) The termination date specified in a written notice sent to Dr. Ram from the Health District;
- (2) Lack of budgetary appropriations by the City or County, as specified in Section 16;
- (3) Expiration of the appointment of Dr. Ram to act as the local Health Authority; or
- (4) By mutual consent of the parties to this Agreement.

(B) In the event of a termination of this Agreement, any unpaid compensation due by the Health District to Dr. Ram for Services performed up to the effective date of termination will be paid to Dr. Ram within 10 days of the effective termination date.

(C) The parties acknowledge and agree that this Agreement may be terminated with or without cause.

(D) In the event of the expiration of the appointment of Dr. Ram under the provisions of (A)(3) above, should Dr. Ram continue to serve the District in a holdover capacity, this Agreement shall continue only until Dr. Ram has been duly reappointed (at which time a new agreement will be executed and in place) or until another individual has been appointed as the Health Authority by the members of the District. It is the express intent of the parties that the terms of this Agreement shall survive during any holdover period, absent notice of termination under the provisions of (A)(1) above.

Section 20. Venue and Jurisdiction.

(A) All actions brought to enforce compliance will be brought in Nueces County, where this Agreement was executed and will be performed.

(B) This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Section 21. Severability.

(A) If, for any reason, any section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement or the application hereof to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of

said term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected thereby, for it is the definite intent of the parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word hereof be given full force and effect for its purpose.

(B) To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected thereby, and in lieu of each such illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

Section 22. Certificate of Interested Parties. Consultant agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with governmental entities. These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
 - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
 - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at <https://www.ethics.state.tx.us/filinginfo/1295/>

Section 23. Entirety Clause. This Agreement and the attached and incorporated exhibits constitute the entire agreement between the parties for the purposes stated. All other agreements, promises, representations, and understandings, oral or otherwise, with reference to the subject matter hereof, unless contained in this Agreement, are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Agreement and its exhibits of the terms, conditions, promises, and covenants relating to Dr. Ram's performance hereunder.

(EXECUTION PAGES FOLLOW)

EXECUTED IN TRIPLICATE, each of which will be considered an original, on this the ____ day of _____, 2020.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Peter Zaroni
City Manager

APPROVED AS TO FORM ONLY: _____, 2020

Buck Brice
Assistant City Attorney
for the City Attorney

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2020, by Peter Zaroni, City Manager of the City of Corpus Christi, Texas, a home-rule municipal corporation, on behalf of the corporation.

(seal)

Notary Public, State of Texas

ATTEST:

NUECES COUNTY

Kara Sands
County Clerk

Barbara Canales
County Judge

APPROVED AS TO FORM ONLY: _____, 2020

Laura Garza Jimenez
County Attorney

STATE OF TEXAS §
 §
 COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2020,
 by Barbara Canales, County Judge of Nueces County, Texas, a political subdivision of the
 State of Texas, on behalf of the county.

(seal)

 Notary Public, State of Texas

Dr. Srikanth Ramachandrani, in his individual capacity

Signature

[Handwritten Signature]
 Ramachandrani, Srikanth

Printed Name

P3662

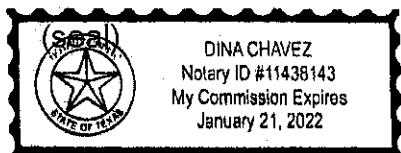
Texas Medical License Number

3.6.20

Date

STATE OF TEXAS §
 §
 COUNTY OF NUECES §

This instrument was acknowledged before me on the 6th day of March, 2020,
 by Dr. Srikanth Ramachandrani.



[Handwritten Signature]
 Notary Public, State of Texas