AGENDA COORDINATION FORM
Bexar County Commissioners Court

Type of Agenda Item (Choose one): Ceremonial [ ] Special Presentation [ ] Time Certain [ ] Consent [X] Individual [ ]

Sponsoring Office/Department: Commissioners Court, Precinct 4  Recipient Agency/Individual Name: 

Contact: Amy Putney  Phone Number: 335-2614  Court Date Requested: November 7, 2023

Presenter:  Phone Number:  Deadline for Action: October 25, 2023


Official/Department Head: A. Putney for Commissioner Tommy Calvert

Signature: Small, Minority, Women-owned Business Enterprise (SMWBE): Impact: Y [ ] N [ ]

CAPTION:
Approval of a personal services agreement between Bexar County and Jonathon Holler for communications, media, public outreach and digital content creation services on behalf of County Commissioner Precinct 4, for a term to commence on November 7, 2023, and end on November 6, 2024, in the amount not to exceed $4,800 per month.

ESTIMATED PRESENTATION TIME: None

BACKGROUND:
Bexar County Commissioner Tommy Calvert is requesting to enter into a Professional Services Agreement with Jonathon Holler to consult with the Commissioner Calvert through November 6, 2024. Compensation for this agreement is not to exceed $4,800 per month with payment on the 15th of each month. The County will provide Mr. Holler with use of a county email, as well as a county-owned laptop, cell phone and may be designated a county-issued parking spot from the Commissioner, Precinct 4, allotted spots at no charge, for the term of this agreement. This service will support Commissioner Calvert by ensuring communication priorities are met during the Commissioner’s term. Services to be rendered include, but are not limited to, the following support to the Precinct 4 Commissioner’s office:

Communications Director responsibilities
• Strategy & Messaging
• Digital Influence
• Provide website assistance for project oversight website
• Media Relations
• Stakeholder & Community Relations
• Branding & Graphic Design

Attachment: Personal Services Agreement

RECOMMENDED MOTION:
Approval of a personal service agreement between Bexar County and Jonathon Holler for communications, media, public outreach and digital content creation services on behalf of County Commissioner Precinct 4, for a term to commence on November 7, 2023, and end on November 6, 2024, in the amount not to exceed $4,800 per month.
<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Revenue</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Is this a revenue or expense?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Dollar amount of revenue or expense associated with item?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Is this a budgeted revenue or expense?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4</td>
<td>Does this item require additional staff?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>5</td>
<td>Will this increase your current budget?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>6</td>
<td>Impact on future Budget? If Yes, Explain in Comments.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>7</td>
<td>Current End-of-Year Expenditure Estimate-for impacted Object Code(s)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>If an expense, what is the current Object Code budget amount?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>If an expense, are sufficient funds currently budgeted in the Object Code?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>10</td>
<td>If an expense, are sufficient funds currently budgeted in the Appropriation</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>11</td>
<td>List impacted offices or departments or note if countywide:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Fund number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Org number and Agency Code:</td>
<td></td>
<td></td>
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<tr>
<td>14</td>
<td>Object Code number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>If this is a grant, what is the estimated amount of program income?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>If this is a grant, what is the amount of Grantor funding?</td>
<td></td>
<td></td>
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<tr>
<td>17</td>
<td>If this is a grant, what is the required County cash match?</td>
<td></td>
<td></td>
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<tr>
<td>18</td>
<td>If this is a grant, what is the required County in-kind/allocation match?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>If this is a grant, was item approved by the Grant Review Committee?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>20</td>
<td>Comments:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Coordinated by:</td>
<td></td>
<td>Verified By:</td>
</tr>
</tbody>
</table>

Item Number: (for Comm Ct use only)
STATE OF TEXAS

COUNTY OF BEXAR

PERSONAL SERVICES

AGREEMENT

This Personal Services Agreement (the "Agreement") is made and entered into effective November 7, 2023 ("Effective Date") by and between COUNTY OF BEXAR ("COUNTY"), a political subdivision of the State of Texas, and Jonathon Holler ("CONSULTANT"), with an address of [REDACTED]. COUNTY and CONSULTANT may be referred to singularly as the "Party" and collectively as the "Parties."

ARTICLE I
PURPOSE

1.1 COUNTY desires to obtain certain executive support services from CONSULTANT to assist the County Commissioner, Precinct 4 and his office (collectively, "Commissioner") as more specifically described in the attached Exhibit "A" (the "Services"). This Agreement is a personal service contract with CONSULTANT entered into for procurement of CONSULTANT’s specialized experience in communications, media, public outreach and digital content creation. Accordingly, by approval and execution of this Agreement, the Bexar County Commissioners Court specifically grants the exception contained in Texas Local Government Code, §262.024(a)(4).

ARTICLE II
DESIGNATED REPRESENTATIVES

2.1 COUNTY hereby appoints Tommy Calvert, Bexar County Commissioner, Precinct 4, ("Commissioner") as its representative under this Agreement and he will be the primary point of contact for CONSULTANT unless the County Judge delivers to CONSULTANT, in writing, a notice designating another individual as its representative.

2.2 CONSULTANT Jonathon Holler is the designated representative with regard to the Services to be performed under this Agreement and shall be the contact for the Commissioner and COUNTY for all purposes under this Agreement.

ARTICLE III
TERM AND TERMINATION

3.1 This Agreement shall commence on November 7, 2023 and terminate on November 6, 2024, unless terminated on an earlier date as provided in this Agreement ("Term").

3.2 COUNTY reserves the right to terminate this Agreement with or without cause by the issuance of ten (10) days’ written notice. Commissioners Court hereby delegates all authority necessary to terminate this Agreement on behalf of COUNTY to the Bexar County Precinct 4 Commissioner or his designee.
3.3 CONSULTANT may terminate this Agreement with or without cause by giving ten (10) days’ written notice to COUNTY if CONSULTANT deems cancellation to be in its best interest. Upon receipt of notice of termination by COUNTY, CONSULTANT shall, unless notice provides otherwise, immediately discontinue all Services in connection with the performance of this Agreement.

3.4 Within thirty (30) days from the date of termination of this Agreement for any reason, CONSULTANT shall submit statements showing, in detail, the Services performed by CONSULTANT under this Agreement prior to the date of termination.

ARTICLE IV
SERVICES TO BE PERFORMED

4.1 The general scope of Services to be provided under this Agreement include, but are not limited to, executive support services described in the attached Exhibit “A” and appropriate coordination with current Commissioner, Precinct 4 staff. CONSULTANT shall keep the Commissioner informed of all Services performed by the method deemed most prudent by the Commissioner and maintain adequate performance records to substantiate payment under this Agreement.

4.2 The Services and deliverables required of CONSULTANT will be delegated or assigned to CONSULTANT by the Commissioner from time to time throughout each month in the normal course of COUNTY’s business, at his discretion. It shall be CONSULTANT’s responsibility to conduct its activities so as to achieve the objectives delegated by the Commissioner to CONSULTANT each month. CONSULTANT acknowledges that the attached Exhibit “A” outlines the scope of Services. Any modification to Exhibit “A” which exceeds the scope of Services set out will require the amendment of this Agreement.

4.3 CONSULTANT shall not provide, and is not being retained to provide, any services which may constitute unlawful political advertising under Texas law, including communications supporting or opposing a candidate for nomination or election to either a public office or an office of a political party or communications supporting or opposing an officeholder, a political party, or any public measure or ballot initiative.

ARTICLE V
COMPENSATION

5.1 COUNTY shall pay CONSULTANT a not to exceed amount of FIFTY-SEVEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($57,600.00) annually for all Services provided under this Agreement through the Term. The amount set out above shall be payable in equal monthly installments throughout the Term.

5.2 CONSULTANT acknowledges and understands that the funds provided under this Agreement are public funds and each expenditure of those funds must be appropriately accounted for by sufficient supporting documentation and/or original receipts, where required. Accordingly, CONSULTANT shall submit to COUNTY’s designated representative for approval duplicate
originals of an invoice which shall include a sufficiently detailed description of the Services provided during the prior month to support payment. Payment for Services rendered under this Agreement will be payable on the fifteenth of each month and CONSULTANT shall provide an invoice to COUNTY by the fifth day of each month for Services performed during the preceding month. COUNTY agrees that CONSULTANT will not be required to indicate number of hours worked each month on the submitted invoice, only the type of Services performed with a sufficient degree of detail to ensure that specific Services performed are clearly and uniquely identified. CONSULTANT and COUNTY agree that the above described description of the Services provided during the prior month without an hourly calculation of time expended is sufficient reporting and accounting.

5.3 COUNTY shall not be obligated to make any payments to CONSULTANT if any one or more of the following conditions exist prior to the payment:

i. CONSULTANT is in material breach or default under this Agreement; or
ii. Any part of the such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to that portion of the Services which were performed in accordance with this Agreement.

5.4 The payment of funds under any provision of this Agreement by COUNTY is contingent upon an appropriation to cover the provisions of this Agreement. Neither COUNTY, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of COUNTY makes any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of COUNTY.

ARTICLE VI
OTHER OBLIGATIONS

6.1 In addition to the compensation provided for in Article 5.1 of this Agreement, at the request of the Commissioner, the COUNTY may make available to CONSULTANT the use of a county email address, as well as a County-owned or provided laptop and cell phone if necessary for the performance of Services. CONSULTANT may also be designated a county-issued parking spot from the Commissioner, Precinct 4 allotted slots at no charge, at the discretion of the Commissioner, to support CONSULTANT’s provision of Services. Any COUNTY property issued to CONSULTANT shall be returned to the Commissioner or his designee within three (3) business days after the termination or expiration of this Agreement. CONSULTANT acknowledges that any COUNTY property or resources may only be utilized for public business and shall not be used for any private purpose whatsoever.

6.2 Upon CONSULTANT’s request, the COUNTY shall provide to CONSULTANT such information as may be reasonably necessary for CONSULTANT to perform one or more of the Services contemplated under this Agreement. It is anticipated that CONSULTANT will perform most Services off-site from any COUNTY-owned or operated facility and that the COUNTY will not exercise any control over CONSULTANT’S place of work. However, upon advance request, the COUNTY shall use reasonable efforts in order to provide CONSULTANT with adequate work
space in a COUNTY-owned or operated facility when necessary, but only on a purely temporary basis and only for so long as while CONSULTANT is performing any Service on-site.

ARTICLE VII
CONSULTANT'S WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT warrants and represents that they have not employed or retained any person to solicit or secure this Agreement and that they have not for the purpose of soliciting or securing this Agreement paid or agreed to pay any person, a commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from the award or making of this Agreement.

7.2 CONSULTANT warrants and represents that there are no lawsuits or administrative proceedings involving CONSULTANT that could result in an outcome that would materially affect the ability of CONSULTANT to perform their obligations hereunder.

7.3 CONSULTANT warrants and represents that it is not aware of any conflicts of interest that will, or could, affect in any manner their ability to objectively perform Services under this Agreement.

7.4 CONSULTANT warrants and represents that all information received from COUNTY will be held in confidence and that the information will not be sold, licensed, transferred, disclosed, published, communicated, or otherwise made available to any person or entity not a party to this Agreement without prior written approval of the COUNTY.

7.5 CONSULTANT agrees that all documents, reports, information and other data furnished to CONSULTANT by the COUNTY remains the property of the COUNTY. All documents CONSULTANT receives from the COUNTY shall be delivered to the COUNTY upon conclusion or termination of this Agreement, or upon earlier request.

7.6 CONSULTANT warrants that all Services will be performed in a diligent and professional manner and that CONSULTANT has the training, knowledge, expertise and experience to competently perform all Services contemplated by this Agreement.

7.7 CONSULTANT further warrants and represents that they are not aware of any threatened or unsettled claims or assessments of any nature against them.

ARTICLE VIII
CONFIDENTIALITY

8.1 CONSULTANT acknowledges that during the course of their performance of the Services, they will have access to and become familiar with many confidential affairs and proprietary information of the COUNTY, which include, without limitation, processes, compilations of information, records, specifications, and personal lists (collectively "Confidential Information"). CONSULTANT acknowledges that Confidential Information constitutes valuable, special, and unique property of the COUNTY. CONSULTANT covenants and agrees that during
and after the Term of this Agreement, they will not reveal the Confidential Information of the COUNTY and that they will not disclose or communicate any such Confidential Information, directly or indirectly, to any other person or entity, nor will CONSULTANT use any such Confidential Information in any way for their own benefit, directly or indirectly, or in any way which is inconsistent with the confidential nature of such Confidential Information. Notwithstanding anything in the foregoing to the contrary, the CONSULTANT may disclose Confidential Information in accordance with the Texas Public Information Act (to the extent that disclosure is required by law) or pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that CONSULTANT promptly notifies the Commissioner in writing of such demand prior to disclosure.

8.2 Upon termination of this Agreement, for whatever reason, or upon the earlier request by COUNTY or the Commissioner, CONSULTANT agrees to promptly deliver all tangible information related to the Services performed under this Agreement and return any and all Confidential Information of the COUNTY. This shall include any and all copies of files, records, documents, drawings, specifications, equipment, personal notes and all other items of a tangible nature, including any Confidential Information, which in any way relate to the COUNTY or this Agreement and are in their possession or control of CONSULTANT within five (5) calendar days following after the termination or expiration date of this Agreement.

ARTICLE IX
INDEPENDENT CONTRACTOR

9.1 It is expressly understood and stipulated that no employer-employee relationship exists between the COUNTY and CONSULTANT. CONSULTANT is an independent contractor and responsible for the manner and means of performance of the Services under this Agreement. Further, as an independent contractor, CONSULTANT shall have discretion in selecting the dates and times it performs Services throughout each month giving due regard to the needs of the Commissioner. CONSULTANT shall be solely responsible for the manner and means of providing Services, including the provision of all necessary equipment not provided pursuant to the terms of this Agreement and shall not be subject to the control of the COUNTY or the Commissioner with respect to the details of the performance of Services. Notwithstanding the forgoing, CONSULTANT agrees to be available to the Commissioner with reasonable notice from the Commissioner and establish a performance schedule that is acceptable to the Commissioner.

9.2 CONSULTANT will not be eligible for any employee benefits of the COUNTY nor will COUNTY make deductions from its payments to CONSULTANT for applicable taxes, Federal Insurance Contribution Act (F.I.C.A.) contributions, insurance, bonds or any other amounts of any kind. CONSULTANT represents that they will pay to the proper individuals or federal, state, or local authorities all taxes, licenses, and fees levied by any governmental authority.

9.3 It is expressly understood that this Agreement will not limit CONSULTANT in the pursuit of other business opportunities or consulting contracts, provided that any other business opportunities or consulting contracts engaged in by CONSULTANT during the Term do not impair
CONSULTANT’s ability to perform or provide Services under this Agreement or create a conflict of interest.

9.4 With the exception of the duties created by this Agreement, it is agreed by the Parties that neither Party is the agent of the other, and neither has any authority whatsoever to bind or obligate the other Party in any way.

9.5 CONSULTANT represents to the COUNTY that they are familiar with the various tax rules and regulations applicable to independent contractors, including those promulgated by the U.S. Department of Treasury and the U.S. Internal Revenue Service (collectively, the “IRS Income Code Regulations”). CONSULTANT further represents that they will exercise their best efforts to remain familiar with, and adhere to, the IRS Income Code Regulations in connection with performing or providing any Service under the terms of this Agreement.

ARTICLE X
INSURANCE, INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 It is expressly agreed that the COUNTY shall not carry any insurance on, or provide any insurance coverage to CONSULTANT including, but not limited to, workers compensation insurance, commercial general liability, professional liability insurance, automobile liability insurance or any form of health or hospitalization insurance, as part of this Agreement. CONSULTANT is responsible for maintaining adequate insurance coverage throughout the term of this Agreement.

10.2 **INDEMNIFICATION AND HOLD HARMLESS:** CONSULTANT AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (INDIVIDUALLY AND COLLECTIVELY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL COSTS, LIABILITY, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, FINES, PENALTIES, PROCEEDING, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, AND PROPERTY DAMAGE MADE UPON THE INDEMNIFIED PARTY ARISING OUT OF, RESULTING FROM, OR RELATED TO, THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT, INCLUDING THEIR EMPLOYEES AND AGENTS RELATED TO SERVICES PROVIDED UNDER THIS AGREEMENT. COUNTY SHALL HAVE THE RIGHT, AT ITS OPTION AND ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONSULTANT OF ANY OF THEIR OBLIGATIONS UNDER THIS ARTICLE X. CONSULTANT SHALL PROMPTLY ADVISE THE INDEMNIFIED PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CONSULTANT OR THE INDEMNIFIED PARTY WHICH RELATES TO OR ARISES OUT OF THE PROVISION OF SERVICES BY CONSULTANT UNDER THIS AGREEMENT. NOTHING IN THIS ARTICLE SHALL BE INTERPRETED TO CONSTITUTE A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE UNDER TEXAS LAW OR ANY AVAILABLE DEFENSES UNDER TEXAS LAW. THE PROVISIONS OF THIS ARTICLE ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT
INTENDED TO AND DO NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY
OR OTHERWISE, TO ANY OTHER PERSON FOR ENTITY.

10.3 PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET
INFRINGEMENT: CONSULTANT AGREES TO, AND SHALL, RELEASE AND DEFEND,
INDEMNIFY, AND HOLD HARMLESS COUNTY, ITS AGENTS, EMPLOYEES, OFFICERS,
AND LEGAL REPRESENTATIVES (EACH AN "INDEMNIFIED PERSON") FROM ALL
CLAIMS OR CAUSES OF ACTION BROUGHT BY ANY PARTY, INCLUDING
CONSULTANT, ALLEGING THAT THE USE OF ANY DOCUMENTS CONSULTANT OR
THEIR SUBCONTRACTOR(S) FURNISHES DURING THE TERM OF THIS AGREEMENT
INFRINGEMENTS ON A COPYRIGHT OR TRADEMARK, OR MISAPPROPRIATES A TRADE
SECRET. CONSULTANT SHALL PAY ALL COSTS INCLUDING ATTORNEYS’ FEES,
COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST AND DAMAGES.
HOWEVER, CONSULTANT SHALL HAVE NO OBLIGATION TO INDEMNIFY TO THE
EXTENT SUCH A CLAIM ARISES FROM MISUSE OR UNAUTHORIZED USE OF AN
ITEM PROVIDED HEREUNDER. CONSULTANT SHALL NOT SETTLE ANY CLAIM ON
TERMS WHICH PREVENT USE OF THE DOCUMENTS WITHOUT COUNTY’S PRIOR
WRITTEN CONSENT. WITHIN SIXTY (60) DAYS AFTER BEING NOTIFIED OF THE
CLAIM, CONSULTANT SHALL, AT THEIR OWN EXPENSE, EITHER: (A) OBTAIN FOR
HIMSELF OR COUNTY THE RIGHT TO CONTINUE USING THE DOCUMENTS OR; (B) IF
THE PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND
EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY
AVAILABLE, COUNTY MAY RETURN THE DOCUMENTS, OR DISCONTINUE USE AND
CONSULTANT SHALL REFUND THE AMOUNT PAID BY COUNTY FOR SUCH ITEMS.

10.4 The obligations stated in this article survive the termination or expiration of this
Agreement.

ARTICLE XI
OWNERSHIP

11.1 All of CONSULTANT’s work produced under this Agreement shall be furnished to and
become the property of COUNTY to be used as COUNTY desires, without restriction, upon
payment by COUNTY to CONSULTANT for the Services associated with the work produced.
CONSULTANT specifically waives and releases any proprietary rights or ownership claims
thereto and will obtain a waiver and release from subcontractor.

ARTICLE XII
NOTICES

12.1 All notices required to be given under this Agreement shall be in writing, and shall either
be personally served against a written receipt therefor or given by certified mail, postage prepaid
and addressed to the proper party at the address below, or at such other address as the Parties hereto
may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have
been given at the time of deposit in the United States mail and shall be effective from such date.
If to COUNTY: Bexar County Commissioner, Precinct 4
Bexar County Commissioners Court Paul Elizondo Tower
101 W. Nueva, Suite 1029 San Antonio, Texas 78205
With a copy to: County Manager
Paul Elizondo Tower
101 W. Nueva St., Suite 1000
San Antonio, Texas 78205

If to CONSULTANT: Jonathon Holler

ARTICLE XIII
ASSIGNMENT

13.1 CONSULTANT may not assign its rights, privileges and obligation under this Agreement, in whole or in part, without the prior written consent of COUNTY.

ARTICLE XIV
TEXAS LAW TO APPLY

14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state. Venue for any action (including any action brought under Federal Law in Federal Court) arising hereunder will be in Bexar County, Texas.

ARTICLE XV
REQUIRED CERTIFICATIONS

15.1 By execution of this Agreement, the undersigned representative of and duly authorized agent for CONSULTANT verifies and represents and warrants that:

a) In accordance with Texas Government Code § 2270, CONSULTANT does not boycott Israel currently and will not boycott Israel during the Term of this Agreement; and

b) In accordance with Texas Government Code § 2252, CONSULTANT is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code and does not enter into contracts, provide goods or services, or otherwise do business with any CONSULTANT identified on the list prepared under the provisions of Section 2252.153 of the Texas Government Code.

ARTICLE XVI
ENTIRE AGREEMENT

16.1 This Agreement and the exhibit represent the entire and integrated Agreement between the Parties and supersede all prior negotiations, representations, or agreements, either oral or written.
EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the ___ day of ____________, 2023.

COUNTY OF BEXAR

By: __________________________________________
   JUDGE PETER SAKAI
   County Judge

Date: _________________________________________

CONSULTANT

By: __________________________________________
   JONATHON HOLLER

Date: 11/1/23

BEXAR COUNTY COMMISSIONER, PRECINCT 4

____________________________________________
TOMMY CALVERT
Commissioner, Precinct 4

APPROVED AS TO LEGAL FORM:

By: __________________________________________
   LARRY L. ROBERSON
   Assistant Criminal District Attorney
   Civil Section

APPROVED AS TO FINANCIAL CONTENT:

____________________________________________
LEO CALDERA, CIA, CGAP
County Auditor

____________________________________________
DAVID SMITH
County Manager
EXHIBIT “A”
CONSULTANT SERVICES

Services shall be restricted to only those which serve a purely public purpose. CONSULTANT shall not provide, and is not being retained to provide, any services which may constitute political advertising including communications supporting or opposing a candidate for nomination or election to either a public office or an office of a political party or communications supporting or opposing an officeholder, a political party, or any public measure or ballot initiative. Services shall include, but not be limited to, the following related to office professional communications support, to include the following:

Strategy & Messaging:
- Construct and maintain the message matrix to ensure consistent and effective communication.
- Develop stakeholder maps to identify key influencers and partners.
- Create an annual phased plan of comprehensive measures to improve reputation and achieve strategic objectives.
- Generate ongoing talking points and Q&As for the County Commissioner and the communications team.

Digital Influence:
- Create and manage a social media calendar.
- Develop and deploy email communications to engage and inform the community.
- Generate, curate, and continuously post compelling social media content.
- Produce monthly analytical reports to evaluate digital influence efforts.
- Cultivate and manage relationships with influencers to amplify our messages.

* Provide website assistance for project oversight website

Media Relations:
- Provide strategic guidance and oversight of the overall media strategy.
- Organize interviews, both on and off-the-record, with journalists to promote our initiatives and address community concerns.
- Consult on and execute the purchasing of office-related ad campaigns across various media channels, including digital, outdoor, TV, radio, and streaming.
- Develop and maintain relationships with media outlets to ensure positive coverage of our initiatives.

Stakeholder & Community Relations:
- Map key stakeholders, including community organizations, advocacy groups, and businesses.
- Organize meetings and briefings to facilitate productive dialogue between the County Commissioner and stakeholders.
- Prepare briefs and bios for meetings and events.
- Mobilize and engage community groups in events through effective communication methods such as calls, emails, and flyers.
Branding & Graphic Design:
Design and maintain the County Commissioner, Precinct 4 branding, including logos and style guides.
- Create graphics for ongoing social media campaigns and community outreach materials.
- Produce simple videography and animations to enhance communication efforts.