

STATE OF TEXAS

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COUNTY OF EL PASO

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CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made and entered into by and between the County of El Paso, Texas ("County"), a political subdivision of the State of Texas and Bickerstaff Heath Delgado Acosta, LLP ("Consultants") for the purposes and considerations stated below. Each of the County and the Consultants are also referred to in this Agreement as a "Party" and collectively as the "Parties".

WHEREAS, the County wishes to engage the services of the Consultants for consulting services to advocate before the Texas Legislature and the Agencies of the State of Texas in the interests of the County;

WHEREAS, the Consultant's functions shall include servicing as the County's representative in establishing and maintaining key contracts in Texas State government and in public and private organization;

WHEREAS, Consultants work shall involve the responsibility for representing El Paso County at the Texas State Legislature, performing research on legislative issues, working closely with the El Paso legislative delegation, compiling statistical data and reports, and providing the Commissioners Court with information which may assist them in making policy decisions;

WHEREAS, the scope of Consultant's services shall be for the 86th and 87th Texas legislative session, and

WHEREAS, during those periods when the Texas Legislature is not in Regular Session or any Special Session, the Consultants will continue to receive Commissioners Court agenda, budget information, provide assistance in addressing constituent concerns that relate to Texas State legislative issues or other assignments as directed by the County; and

WHEREAS, Consultants desire to provide such services to the County;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. **SCOPE OF SERVICES.** The Consultants shall represent the interests of the County before the appropriate Texas State agencies, legislative committees, members of the Texas House of Representatives and Texas Senate, the Office of Lieutenant Governor, the Office of the Governor, and public and private associations or individuals, and shall perform the following services under the terms and conditions contained in this Agreement:
 - 1.1 Consultants shall secure sponsorships of legislation, and shall monitor and advocate the enactment of said legislation as identified in the El Paso County Legislative Agenda, or legislation identified by Commissioners Court;
 - 1.2 Consultants shall monitor all legislation regarding its impact on the duties and responsibilities of county government and its officers and employees;
 - 1.3 Consultants shall advocate the defeat of legislation identified by the El Paso County Commissioners Court as detrimental to the interest of the County;
 - 1.4 Consultants shall monitor Texas State departments, agencies, and legislative activities on a day-by-day basis as necessary and as requested by the County;
 - 1.5 Consultants shall consult with the Commissioners Court, Chief Administrator, designated legislative liaison, and department heads concerning problems and needs in all areas of County government in order to provide informed representation in the Legislature and assist in securing legislation favorable to the County; and
 - 1.6 Consultant shall consult with Commissioners Court to evaluate the need to propose Texas State legislation and follow through to secure support and passage of any resulting legislation.
 - 1.7 Consultants shall perform additional legislative services on behalf of the County, including but not limited to:

- 1.7.1 Working with County's Chief Administrator or designated legislative liaison on legislative initiatives;
 - 1.7.2 Appearing before the State Legislature, establishing and maintaining close contacts among legislative committees, individual legislators, public officials, trade and industry associations, and business organizations in order to influence members and to assure full communication of ideas, interests, and favored outcomes;
 - 1.7.3 Attending and testifying at hearings and scheduling witnesses;
 - 1.7.4 Performing research concerning proposed legislation; analyze proposed tax laws and related data; prepare articles, briefings, communication documents and reports on administrative and legislative problems and practices;
- Recommending action to Commissioners Court or the Texas State Legislature and maintain a flow of information to Commissioners Court regarding state and federal governmental trends, attitudes, and programs;
- 1.7.5 Evaluating financial and budget issues of interest to Commissioners Court, conduct research to clarify issues, identify alternatives, develop recommendations, and prepare verbal and written reports as necessary;
 - 1.7.6 Working with the County's Chief Administrator and/or designated legislative liaison to prepare a legislative package for Commissioners Court approval for the 86th and 87th Legislative Sessions;
 - 1.7.7 Drafting and assisting on proposed legislation and amendments;
 - 1.7.8 Advocacy on behalf of the County's Legislative Agenda for called sessions of the 86th and 87th Legislature, as adopted by Commissioners Court, including preparation, communication, and coordination with the El Paso County delegation and other Members of the Legislature;
 - 1.7.9 Assistance in prioritizing legislative efforts of the County;

- 1.7.10 Regular reporting on the lobbying efforts for passage or defeat of legislation;
 - 1.7.11 Communicating with and lobbying appropriate members of the Legislature for passage or defeat of identified legislation;
 - 1.7.12 Tracking legislation throughout each Regular and Called Special Sessions of the 86th and 87th Legislature; and
 - 1.7.13 Providing a final report at the conclusion of each session; and
 - 1.7.14 Reviewing and interpreting legislative interim changes to assist Commissioners Court in addressing those with an impact, positive or negative, on county government.
- 1.8 Consultants shall submit a written report to the El Paso County Chief Administrator with a copy to the El Paso County Commissioners Court, the El Paso County Attorney and the County Auditor, specifying the activities Consultants have undertaken on behalf of the County, on or before the 15th of each and every month during the term of this Agreement. Said report should list in detail the daily activities of the Consultants in performance of this Agreement and should include the following:
- 1.8.1 List of all committee hearings attended;
 - 1.8.2 List of all bills on which the Consultants testified, or for which the Consultants arranged testimony either in support of, on behalf of, or against a bill;
 - 1.8.3 List of meetings/conferences with legislators and/or their aides, and the bills or legislative matters discussed;
 - 1.8.4 List of bills/amendments introduced on behalf of the County;
 - 1.8.5 Notice that another lobbyist has been assigned by Consultants under their supervision and employ, to represent the County, or that Consultants have subcontracted with any individual or entity other than as provided in 1.11 to provide services under this Agreement; and
 - 1.8.6 Any other activities in which the Consultants have engaged on behalf of the County.

- 1.9 Consultants shall seek and lobby for additional funding sources as directed by Commissioners Court.
- 1.10 Consultants shall arrange for a bi-weekly telephone conference call its designated legislative liaison throughout the Sessions and any called sessions for the purpose of updating the County committee on current activities and developments regarding legislative initiatives and general matters affecting the County.
- 1.11 Consultants shall meet with the County's Chief Administrator and/or designated legislative liaison in El Paso, a minimum of four (4) times during the legislative period as defined in this Agreement or as requested by the Court in order to maintain an effective working relationship with the County Judge and County Commissioners.
- 1.12 Consultants shall, upon request, assist the County on special Texas State projects of interest to the County which require involvement or interaction with Texas State agencies, entities or individuals.
- 1.13 Consultants shall communicate with Commissioners Court and/or the County's designated legislative liaison as needed for the purpose of updating the Court on current activities and development regarding the County's legislative initiative and general matters affecting El Paso County.
- 1.14 Consultants shall maintain key contacts with the Conference of Urban Counties and Texas Association of Counties, as well as other public and private, governmental, trade and industry associations.
- 1.15 Consultants shall perform other related duties as needed or as the situation dictates within the scope of work.
- 1.16 Consultants shall enter into an Agreement with BresnenAssociates, Inc. to provide the services described in this section in conjunction with the Consultants. Such agreement shall incorporate provisions that are substantially similar in all respects to this Agreement with respect to those services, to include the following: the term of the agreement, expenses and reimbursement of expenses, reporting, confidentiality, authority to undertake the representation, compliance with law, ethics and conflicts of interest. The

provisions of Sections 7, 8, and 10 shall be specifically made applicable to BresnenAssociates, Inc. in the agreement between Consultants and BresnenAssociates, Inc. and said agreement shall not be in the nature of an assignment.

2 **TERM.** This Agreement is for professional lobbying services for the 86th and 87th Texas legislative session (January 1, 2019 – September 30, 2021). The Agreement shall be effective January 1, 2019 for a two year term, with two options to renew for additional one year periods, upon mutual consent of the Parties.

3 **COMPENSATION, EXPENSES, AND METHOD OF PAYMENT.**

The compensation paid to Consultants for the services rendered pursuant to this Agreement shall be Thirteen Thousand Five Hundred Dollars and 00/100. (\$13,500.00) per month for nine (9) months from January 1, through September 30, 2019. Compensation paid to Consultants for Fiscal Year 2020 for twelve (12) months (October 1, 2019 through September 30, 2020) shall increase to Fourteen Thousand Dollars and 00/100 (\$14,000.00). Compensation paid to Consultants for the Fiscal Year 2021 until end of Term of the Agreement for twelve (12) months from October 1, 2020 through September 30, 2021 shall increase to Fourteen Thousand Five Hundred Dollars and 00/100 (\$14,500.00). Said compensation shall be payable without demand by the 15th day of each month during the Term of this Agreement.

The Consultants shall cover all of their expenses and costs connected with the services rendered to the County under this Agreement, except expenses and costs of:

- (1) Any additional travel to El Paso requested and approved by the County, beyond the four (4) trips per year specified herein;
- (2) Any travel specifically requested and approved by the County in pursuit of the contracted duties in locations other than Austin or El Paso; and
- (3) Any additional duties, beyond those specified or implied in this Agreement, requested and approved by the County that are directly related to and in support of the County Legislative Agenda.

Expenditures must be approved in advance by the Commissioners Court or its designee, and shall be subject to all County requirements for payments of funds. No expenditures shall be made for political contributions, alcoholic beverages or for any purpose not directly related to and in support of the County Legislative Agenda. Documentation for reimbursements shall be submitted to the County within thirty (30) days of the incurring of expenditures.

The County shall reimburse Consultants for all actual, documented expenses incurred for additional travel and any additional duties as outlined above that were approved in advance by Commissioners Court or its designee. Reimbursement shall be made within thirty (30) days after receipt of an itemized invoice and supporting documentation from Consultants. All expenses shared with Consultants' other clients shall be pro-rated among the County and Consultants' other clients.

4. **AUTHORITY TO ACT AS LOBBYIST.** Consultants warrant that they are registered as a lobbyist as required under Chapter 305 of the Texas Government Code; that Consultants are authorized by law to act as a lobbyist for the County; that there is no legal or ethical impediment to Consultants acting as a lobbyist for the County; and that Consultants shall immediately communicate to the County in writing any change in Consultants' status as a registered lobbyist or authority to lawfully and ethically act as a lobbyist for the County.
5. **CONFIDENTIALITY.** During and after the Term of this Agreement, Consultants agree to strictly maintain the confidentiality of all information pertaining to the County and its personnel not open to the public under the Texas Public Information Act (Tex. Gov't Code Ann., Chapter 552) and will not use any such information to the detriment of County or its officers or employees at any time. In the event any member of the public or media requests information pertaining to the County or its personnel from the Consultants, Consultants shall immediately direct the requesting party to the custodian of public information designated by the County, and shall also immediately notify the County of the request.

6. **CONFLICT OF INTEREST.** Consultants affirm and warrant that neither they nor their associates has any conflict of interest regarding the services to be provided under this Agreement that would affect the representation undertaken herein. Consultants warrant that all representation within the last three calendar years, by Consultants or any of their associates, collectively or individually, of an interest adverse to or conflicting with any interest of the County or any of its departments, boards, employees or appointed and elected officials, has been fully disclosed in writing to the County. Consultants must provide County with a list of any clients or business associates of the Consultants or any of Consultants' employees or subcontractors which may have any interest in County projects or legislation covered under this Agreement. This list shall include the nature of the interest the client or business has in the County project or legislation. Consultants have an obligation to update the list as new clients, associates or interests develop. Such notice should be given 3 business days after Consultants obtain the additional information.

7. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The Consultants shall be deemed at all times to be independent contractors. The County shall not be subject to any obligations or liabilities of the Consultants incurred in the performance of this Agreement. The Consultants expressly agree to indemnify and hold harmless the County, its agents, officer, and employees, for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of Consultants.

8. **LAW GOVERNING CONTRACT.** For purposes of determining the place of the Agreement and the law governing the same, it is agreed that venue shall lie in the City and County of El Paso, State of Texas, and the performance of the Agreement and its construction shall be governed by the laws of the State of Texas.

9. **TERMINATION.**

9.1 Either party may terminate this Agreement for cause or for convenience after thirty (30) days written notice to other party of its intention to terminate this Agreement, or at any time by mutual agreement of the parties.

9.2 If the Consultants terminate this Agreement for convenience before the completion of the 86th Legislative Session, then Consultants agree to reimburse the County for any compensation paid to Consultants under this Agreement.

10. **WAIVER OF BREACH.** A Party's waiving a breach of this Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach.

11. **COMPLETE AGREEMENT.** This Agreement, which includes RFQ #19-002, constitutes and expresses the entire Agreement between the Parties hereto in reference to services of the Consultants for the County, and in reference to any of the matters or things herein provided for, or herein before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

12. **NOTICE.** Any notices required under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested at the following addresses and/or facsimile numbers and shall be deemed received within five (5) days after deposit in the United States mail, or on the date of hand delivery or facsimile transmission:

County:

El Paso County Judge
500 East San Antonio
Suite 301 El Paso County Courthouse
El Paso, Texas 79901
Facsimile Number: (915) 543-3888

Consultants: Claudia Russell, Partner
Bickerstaff Heath Delgado Acosta, LLP
3711 S. MoPac Expressway
Building One, Suite 300
Austin, Texas 78746
Facsimile Number (512) 320-5638

13. **TRANSITION ASSISTANCE.** Consultants agree that upon termination of this Agreement and any extensions of this Agreement, Consultant will work with the County and any new consultants to ensure a smooth transition and complete coverage for the County on Texas State legislative matters.
14. **ASSIGNMENT.** This Agreement may not be assigned in whole or in part by either Party.
15. **INCORPORATION OF RFQ.** County awarded the Consultants this Agreement pursuant to RFQ #19-002 which is incorporated herein as part of this Agreement. Consultants certify that Consultants have and will maintain all the qualifications listed in that RFQ. Consultants have and will maintain all the qualifications listed in that RFQ. Consultants further certify that Consultants can and will perform all the requirements contained within the RFQ.
16. **APPROVAL AND CONDUCT OF PERSONNEL.** Consultant must provide County with a list of all employees, agents, or subcontractors who will be representing the County before the Consultants may use that individual on any projects and legislation subject to this Agreement. All of Consultants' employees, agents or subcontractors performing any work under this Agreement must satisfactorily complete training on the County's Code of Ethics prior to beginning any work under this Agreement. The training must be completed on an annual basis. Consultants and its employees, agents, or subcontractors are prohibited from engaging in any behavior that violates state or federal law or the County Code of Ethics. If Consultant obtains any information that

Consultants or any of Consultants' employees, agents, or subcontractors are under criminal investigation, Consultants must report said knowledge in writing to the County within five (5) business days.

17. Consultants are a company pursuant to Texas Government Code Section 2270.001 (2) and verify that it does not boycott Israel and will not boycott Israel during the Term of this Agreement as defined in Texas Government Code Section 2270.001(a).

In Witness Whereof, the parties have executed this Agreement.

ATTEST:

THE COUNTY OF EL PASO

Delia Briones
County Clerk

By *Ricardo A. Samaniego*
County Judge Ricardo A. Samaniego

Approved as to legal form:

Bickerstaff Heath Delgado Acosta, LLP

Christina Sanchez
Assistant County Attorney

By *Claudia Russell*
Claudia Russell

~~BresnenAssociates, Inc.~~

~~By _____
Steve Bresnen~~