

**PROFESSIONAL SERVICES CONTRACT
WITH
SOLUTIONS FOR LOCAL CONTROL, LLC**

THIS CONTRACT is made and entered into by and between the **CITY OF MESQUITE**, a Texas municipal corporation, of Dallas County, Texas, (hereinafter called "City") and **SOLUTIONS FOR LOCAL CONTROL, LLC**, a Texas limited liability company, with an address of 909 N. Waterview Drive, Richardson, Texas 75080 (hereinafter called "Consultant").

1. PURPOSE

The purpose of this Contract is to state the terms and conditions under which Consultant is retained to assist the City in its state governmental relations.

2. DESCRIPTION OF SERVICES

A. Consultant is retained to assist the City in its state governmental relations by monitoring the City legislative activities in the state legislature and by conducting all necessary research, information gathering, contacts, and any other supporting activities relating to the City's state legislative interests, as approved by the Mesquite City Council, in accordance with the terms of this Contract and the Scope of Services, attached to this Contract as Exhibit A.

B. Consultant shall work closely with the City Manager, or the City Manager's designee (hereinafter referred to as "Manager"), and other appropriate City officials as directed and shall perform any and all related tasks required by the Manager in order to fulfill the purposes of this Contract.

C. Consultant shall deliver to the Manager all reports and related documents, information, or other data, which are required to be produced and given to City in performing services under this Contract (hereinafter called "deliverables"), in the format required by the Manager.

3. PERFORMANCE OF SERVICES

Consultant and its employees or associates shall perform all the services under this Contract. Consultant represents that all its employees or associates who perform services under this Contract shall be fully qualified and competent to perform the services described in Section 2.

4. TERM

The term of this Contract shall begin on October 1, 2018, and end on September 30, 2019.

5. PAYMENT FOR SERVICES

A. In consideration of the professional services to be performed by Consultant under the terms of this Contract, City agrees to pay monthly payments of **THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00)**, with total payments to Consultant during the Term of this Contract in an amount not to exceed **THIRTY-SIX THOUSAND AND 00/100 DOLLARS (\$36,000.00)**, unless additional amounts are authorized by written supplemental agreement hereto, following City approval and funding.

B. City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Consultant, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

6. CHANGE IN SERVICES

City, acting through its Manager, may request from time to time changes in the scope or focus of the activities conducted or to be conducted by Consultant pursuant to this Contract. Any change in the scope or focus, which varies significantly from the scope of services, set out in Section 2 and would entail a significant increase in cost or expense to Consultant, shall be mutually agreed upon by Consultant and the Manager. Changes in the scope, which in the opinion of Consultant and the Manager would justify an increase in compensation requiring additional funding by City, must first be authorized as described in Section 5.

7. CONFIDENTIAL WORK

No deliverables or other information (including information given by City to Consultant to assist Consultant's performance under this Contract) developed by, given to, prepared by or assembled by Consultant under this Contract shall be disclosed or made available to any third party individual or organization by Consultant without the express prior written approval of the Manager.

8. OWNERSHIP OF WORK PRODUCT

All of Consultant's work product under this Contract shall become the property of City, without restriction on future use. Consultant may retain copies. Consultant shall retain all records relating to this Contract for a minimum of five (5) years following termination, during which time City reserves the right to audit such records at its election.

9. CONSULTANT'S LIABILITY

Approval of City shall not constitute or be deemed a release of the responsibility and liability of Consultant, its employees, agents, associates, or subconsultants for the accuracy and competency of the deliverables prepared by Consultant, its employees, agents, associates, or subconsultants, as required under this Contract. In addition, approval of City shall not be deemed

to be the assumption of any responsibility by City for any defect, error, or omission in the deliverables prepared by Consultant, its employees, agents, associates, or subconsultants.

10. COMPLIANCE WITH LAWS AND REGULATIONS

This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Mesquite, as amended, and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Consultant shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended and all applicable State and Federal laws, rules and regulations, as amended. In particular, Consultant is put on notice that City will require the Consultant to comply with Chapter 176 of the Texas Local Government Code by completing the attached Conflict of Interest questionnaire (FORM CIQ) and returning the completed FORM CIQ to the CITY.

Failure to comply with any applicable laws, including Chapter 176, may result in: (1) the forfeiture by Consultant of all benefits of this Contract; (2) the retainage by City of all services performed by Consultant; and (3) the recovery by City of all consideration, or the value of all consideration, paid to Consultant pursuant to this Contract.

11. STATE LAW WITH REGARD TO LOBBYING ACTIVITIES

Under Texas and federal law there are requirements imposed on persons and organizations that interact with state officials, especially where an attempt is made to influence legislation or contracts. In this regard, Consultant will promptly inform the City when any such filings are necessary and shall seek registration with respect to the Services to be performed on City's behalf. Consultant agrees to perform its obligations under this Contract in compliance with all applicable laws.

12. LOBBYING ACTIVITIES AND REPORTING

The Texas ethics law and rules adopted by the Texas Ethics Commission require the Consultant to report compensation or reimbursement paid to Consultant for the purpose of directly communicating with members of the legislative or executive branch, Texas Ethics Commission Rules provide that a registrant receiving compensation or reimbursement for purposes other than lobby activities may reasonably determine the amount of compensation attributable to lobby activities and report only that amount. The rules define "*lobby activity*" as "direct communication with and preparation for direct communication with a member of legislative or executive branch to influence legislation or administrative."

13. INDEPENDENT CONSULTANT

Consultant's status shall be that of an independent Consultant and not an agent, servant, employee, or representative of City in the performance of the services under this Contract. Consultant shall exercise independent judgment in performing services under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and

determining how the work is to be performed. No term or provision of this Contract or act of Consultant in the performance of this Contract shall be construed as making Consultant the agent, servant or employee of City, or making Consultant or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

14. INDEMNITY

Consultant agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Consultant's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or subconsultants, in the performance of this Contract. The provisions of this paragraph are solely for the benefit of the parties to this Contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

15. GIFT TO PUBLIC SERVANT

City may terminate this Contract immediately if Consultant has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Consultant to remove any employee of Consultant from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

16. ASSIGNMENT

This Contract provides for unique professional services. Consultant, therefore, shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of City Manager.

17. TERMINATION

City's Manager may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause or for the convenience of City by giving at least thirty (30) days advance written notice of termination to Consultant, with the understanding that all

performance being terminated shall cease as of a date to be specified in the notice. City shall compensate Consultant in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following acceptance of same by the City Manager. Consultant shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

18. NOTICES

Except as otherwise provided in this Contract, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

Cliff Keheley
City Manager
1515 North Galloway Avenue
Mesquite, Texas 75149

If intended for Consultant, to:

Fred Hill
President
909 N. Waterview Drive
Richardson, Texas 75080

19. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Consultant shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, military or veteran status, genetic characteristics, or disability unrelated to job performance. Consultant shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Consultant agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. If Consultant fails to comply with the equal employment opportunity/nondiscrimination provisions of this Contract, it is agreed that City at its option may do either or both of the following:

- (1) Cancel, terminate or suspend this Contract in whole or in part.

(2) Declare Consultant ineligible for further City contracts until it is determined to be in compliance.

20. RIGHT OF REVIEW AND AUDIT

City may review any and all of the services performed by Consultant under this Contract. City is granted the right to audit, at City's election, all of Consultant's records and billings relating to the performance of this Contract. Consultant agrees to retain such records for a minimum of five (5) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this section.

21. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

22. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

23. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

24. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

25. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

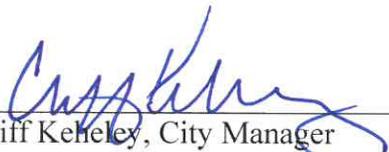
26. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

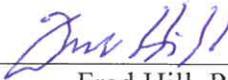
This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED this the 3 day of October, 2018, by City, signing by and through its City Manager, duly authorized to execute same by the City Council, and by Consultant.

**CITY OF MESQUITE
(CITY)**

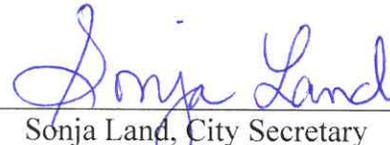
**SOLUTIONS FOR LOCAL CONTROL, LLC
(CONSULTANT)**

By: 
Cliff Keheley, City Manager

By: 
Fred Hill, President

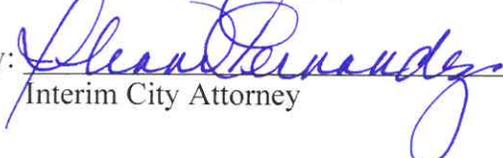
ATTEST:

Acknowledgment

By: 
Sonja Land, City Secretary

State of Texas, County of Dallas: Before me the undersigned authority on this day personally appeared Fred Hill, known to be the person whose name is subscribed to the foregoing document and known to me to be the President of Solutions For Local Control, LLC, and acknowledged to me that he executed said document with full authority to do so and for the purposes and consideration expressed therein.

APPROVED AS TO FORM:

By: 
Interim City Attorney

Given under my hand and seal of office the
____ day of _____, 2018.

Notary Public in and for the State of Texas

EXHIBIT A

Services to be performed by the Consultant:

- Assist the City in developing political and legislative strategies to achieve the City's goals.
- Assist in communicating the position of the City to the legislative and executive branches of Texas government interested parties, and the public.
- Represent the City during meetings, Hearings, and negotiation sessions involving the executive and legislative branches of Texas government regarding issues of importance to the City.
- Assist the City in working with elected officials and members and staff persons of the Texas House of Representatives and the Texas Senate in passing or amending legislation favorable to the City or in defeating legislation deemed harmful to the goals or interests of the City.
- Monitor and represent the City during interim legislative studies or interim committee meetings.
- Provide routing status reports to the City regarding the items outlined above.