

## **AGREEMENT FOR DESIGNATED SERVICES**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into ~~November~~<sup>December</sup> 1, 2015, by and between the CITY OF COPPERAS COVE (herein "City") and HICKS-RAY ASSOCIATES (herein "Consultant").

WHEREAS, over the last year, the City and Consultant have engaged in a successful federal effort that has included successful interaction with the Department of the Army on real estate matters; working together to recognize, refine and expand the City's Federal agenda, and providing assistance to the City to support its efforts in Washington, DC, including visits with its Congressional Delegation and others; working with the City to prepare a federal agenda for Congressional visits that identifies three critical areas for the federal issues that are presented:

- 1) Reporting on the City position on the issue;
- 2) Preparing and assisting the City in making a request of Congress regarding an issue; and
- 3) Stating the impacts of a Federal issue on the City's operations.

WHEREAS, the Federal issues present challenges for the City, in terms of the following:

- 1) Fort Hood land exchange, which will require Congressional action and approval;
- 2) Other issues related to the Fort Hood and the need for cooperative actions between the City and the Department of the Army on real estate, granting of easements and other efforts that would mutually benefit the City and Fort Hood;
- 3) Federal laws, rules and regulations, including Executive Orders related to water and wastewater and other City operations;
- 4) BRAC and troop level issues related to Fort Hood that could impact the City—staying informed and providing input to Congress is critical to the City;

- 5) Federal actions related to Health Care law (supporting City's efforts to inform Congress of the impacts of Health Care law on the City's fiscal and other operations);
- 6) Federal actions related to limitation or changes to the Disabled Veterans Exemption program;
- 7) Monitoring and providing comments and input as required and in a timely manner on the SAFER Grant Program, Assistance to Fire Fighters Grant program, COPS Grant Program, Community Development Block Grant Program (including assistance to the City in notices on these grant opportunities either for submittal or for comments);
- 8) Potential impacts to public revenue funding from changes to tax law and other issues;
- 9) Potential for significant increase in regulations that could potentially impede operation and expansion of the District facilities needed to serve its customers;
- 10) Monitoring potential impacts local costs from federal efforts to reduce budget deficits; and,
- 11) Other federal issues related to federal agency decisions and implementations of existing regulations.

NOW, THEREFORE, the parties agree as follows:

### **1.0 Services**

Consultant will provide services as generally set forth in the "Scope of Services" attached hereto as Exhibit. City has the prerogative of specifying services through the use of individual "Work Orders" that will detail the type, purpose, eligible expenses and timeframe of the specific service to be rendered. The Consultant recognizes the need to provide services for an initial four month period and that future services will with the City's approval.

### **2.0 Limitations**

The scope of services is based upon present understanding of the objectives and needs of the project by Consultant. In the event it is necessary to amend the scope of

services, in order to accommodate new information obtained during the course of the project, the parties may mutually agree to amend in writing such services or other provisions of this agreement.

### **3.0 Term**

The term of this agreement shall begin December 11, 2015 and end on December 10, 2016 (12 month period). The parties agree that either party has the right to terminate for any reason or for no reason said agreement, prior to the end term, providing written notice is given to the other party, whereupon termination is effective thirty (30) days from the date of receipt of said notice.

### **4.0 Compensation**

Consultant shall be retained for services and compensated monthly for the period December 2015 through December 2016 at a monthly rate of ONE-THOUSAND DOLLARS (\$1,000.00); thereafter the Consultant will be continue to provide services for the next four (4) month period with the City's approval.

Payment will be made within thirty (30) days of submission and verification of an invoice for the services provided. In addition, Consultant may be reimbursed for reasonable actual expenses for express mail, long distance telephone calls, and travel expenses, such as round-trip business class airfare, hotel accommodations, meal expenses, and surface transportation, provided such expenses are approved by City in advance. Amounts paid as reimbursement for travels, meals, and lodgings shall basically follow City's policies for reimbursing City employees and must be properly documented.

### **5.0 Records**

Consultant agrees to maintain all records, correspondence, books, financial accounts and other information relating to this agreement. City reserves the right to inspect any and all records at any reasonable time.

### **6.0 Independent Contractor**

Consultant shall carry out the terms of this agreement as an independent contractor and not as agent, servant, or employee of the City. Accordingly, Consultant shall not

receive any employee benefits. For all purposes hereunder, Consultant shall be deemed to be an independent contractor, and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between Consultant and the City.

**6.0 Interest of City Officials**

No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this agreement.

**7.0 Interest of other public officials**

No member of a governmental body, subdivision or agency thereof located in McLennan County, Texas, who exercises any functions or responsibilities in the review or approval of the carrying out of the project, goods, or services to which this agreement pertains shall have any personal interest, direct or indirect, in this agreement.

**8.0 Discrimination**

No one will, on the grounds of race, creed, color, national origin, disability, age, or gender be subject to discrimination in the performance of this agreement.

**9.0 Force Majeure**

Neither the City nor the Consultant shall be deemed in violation of this agreement if it is prevented by performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

CITY

Andrea Gardner  
By: Andrea Gardner  
Title: City manager

CONSULTANT

J. Tom Ray  
By: J. Tom Ray, Hicks-Ray Associates  
Title: Partner

**Exhibit**  
Scope of Work

SCOPE OF WORK:

1. Facilitating Effective DC Communications
  - Assist the City in identifying the optimal timing for Congressional visits both in Washington and in the District.
  - Assist with preparation of meeting materials and scheduling of meetings with Congressional Member(s) and staff as well as federal agency staff, as needed.
2. Facilitating and Assisting with Implementation of the City's Federal Agenda and Actions:
  - Fort Hood land exchange, which will require preparing legislation for Congressional action and approval;
  - Assisting with issues related to the Fort Hood and the need for cooperative actions between the City and the US Army Corps of Engineers on real estate, granting of easements and other efforts that would mutually benefit the City and Fort Hood;
  - Monitoring and reporting on Federal laws, rules and regulations, including Executive Orders related to water and wastewater and other City operations;
  - BRAC and troop level issues related to Fort Hood that could impact the City—staying informed and providing input to Congress is critical to the City;
  - Federal actions related to Health Care law (supporting City's efforts to inform Congress of the impacts of Health Care law on the City's fiscal and other operations);
  - Federal actions related to limitation or changes to the Disabled Veterans Exemption program;
  - Monitoring and providing comments and input as required and in a timely manner on the SAFER Grant Program, Assistance to Fire Fighters Grant program, COPS Grant Program, Community Development Block Grant Program (including assistance to the City in notices on these grant opportunities either for submittal or for comments);
  - Potential impacts to public revenue funding from changes to tax law and other issues;
  - Potential for significant increase in regulations that could potentially impede operation and expansion of the District facilities needed to serve its customers;
  - Monitoring potential impacts local costs from federal efforts to reduce budget deficits; and,
  - Other federal issues related to federal agency decisions and implementations of existing regulations

- Provide follow-up with Members, staff, Committee staff, and federal agency personnel on all suggestions that are made including Federal grant programs and also upcoming Congressional authorizations. For example, the MAP-21 must be reauthorized in two years. The City can make sure its transportation priorities are included. The City can play a vital role in the Clean Water Guidance issue by explaining to the Delegation how this impacts them, their citizens, and their business community. The City can help to guide the Congress towards new ways to generate infrastructure funding and then be at the head of the line when these sorts of programs are authorized and funded.
3. Work with City to Update Federal Agenda, as required
- Work with the City staff to help develop an appropriate and timely Federal agenda for the second term of the 113th Congress.
  - Work to evaluate the key federal issues facing the City today and potentially in the future.
  - HRA will assist the City to prepare its strategy, prepare the briefing documents and letters to our elected representatives in Washington, and then assist in the presentation of these documents and the ongoing follow-ups.
4. Provide Monitoring of and Reports Adapted to the City's Interests on Federal Pertinent Issues. These issues will include but not be limited to:
- Changes in tax law that could potentially impact or jeopardize City's revenue or general obligation bond funding
  - Federal funding opportunities
  - Emerging federal regulations that have the potential to conflict with city's operations or impair or add cost to the city's operations
  - Monitor of grant and funding opportunities among the various federal agencies