



AGREEMENT FOR DESIGNATED SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into 12/10, 2012, by and between the CITY OF COPPERAS COVE (herein "City") and HICKS-RAY ASSOCIATES (herein "Consultant").

WHEREAS, the 113th Congress presents challenges for the District and other public water and wastewater utilities, in terms of 1) potential impacts to public revenue funding from changes to tax law and other issues; 2) potential for significant increase in regulations that could potentially impede operation and expansion of the District facilities needed to serve its customers; and 3) potential impacts local costs from federal efforts to reduce budget deficits; and, 4) 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 DEC 10, 2012, and end DEC 10, 2013 (12 month period). The parties agree that either party has the right to terminate for any reason or for

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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 Jan 2013 through Jan 2014 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.

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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
Title: Partner

Hicks-Ray Associates



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.
 - 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.
2. Develop a City of Copperas Cove Federal Agenda.
 - 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 documents and letters to our elected representatives in Washington, and then assist in the presentation of these documents and the ongoing follow-ups.
3. 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