



A PUBLIC RELATIONS MANAGEMENT FIRM

**CONSULTING SERVICES AGREEMENT BETWEEN  
PATRIOT STRATEGIES, LLC  
AND  
MATAGORDA COUNTY, TEXAS**

This Consulting Services Agreement, dated this 16th day of September, 2022 ("Agreement"), is by and between MATAGORDA COUNTY, TEXAS, located at 1700 7<sup>th</sup> Street, Bay City, Texas 77414, and referred to in this agreement as "Matagorda County", and PATRIOT STRATEGIES, LLC, a District of Columbia corporation, having its principal office at 1717 Pennsylvania Avenue, NW, Suite 1025, Washington, DC 20006, and referred to in this agreement as "Patriot".

The parties stated above, agree as follows:

**ARTICLE I. SCOPE OF WORK**

**Section 1.01 Scope.** Patriot shall provide government affairs and public relations consulting services to Matagorda County with regard to opportunities in Washington, DC, in particular the Infrastructure Investment and Jobs Act of 2021, and before the State of Texas, as it relates to the Infrastructure Investment and Jobs Act of 2021, as well as other federal funding. Specifically, Patriot will assist Matagorda County with strategic communications with state and federal officials and legislators, and in identifying and pursuing federal and state governmental appropriations and any other initiatives. As part of its effort, Patriot will meet with Members of Congress, key leaders within federal agencies, and White House designated Infrastructure funding leaders. Additionally, Patriot will meet with State leaders at is relates to federal funds already designated to the State of Texas, in order to direct these funds to Matagorda County.

**Section 1.02 Project Management.** George Seymore, Patriot President, and Stephen Hofmann, Patriot Executive Vice President, will personally manage the Patriot services being provided to Matagorda County. In doing so, they will task and oversee other members of Patriot professional staff.

[WWW.PATRIOTSTRATEGIES.COM](http://WWW.PATRIOTSTRATEGIES.COM)

1717 Pennsylvania Avenue, NW | Suite 1025 | Washington, DC 20006

Phone: 202.559.9048 | Toll Free: 888.9.GET.PATRIOT (1.888.943.8728) | Fax: 202.559.9049

## **ARTICLE II. TERM AND PROFESSIONAL FEES**

**Section 2.01 Duration.** This Agreement shall be effective on September 21, 2022, and shall continue until September 20, 2023 (the "Term").

**Section 2.02 Monthly Fees.** Matagorda County agrees to pay Patriot a flat fee of Four Thousand Five Hundred Dollars (\$4,500 USD) each month during the Term. The first month's fee is due and payable upon execution of this Agreement. Each subsequent month's fees will become due and payable in advance, upon receipt of an invoice. This flat monthly fee covers Patriot's labor for work, projects, or initiatives within the Scope of Work set forth in Section 1.01. Any work, projects, or initiatives that exceed the scope of work described in Section 1.01 must be pre-approved by both parties.

**Section 2.03 Community Outreach and Public Relations.** Matagorda County shall pay Patriot a fee for community outreach and public relations, which shall be equivalent to 2.75% of the federal and/or state government funding received by Matagorda County, that is directly related to work performed by Patriot. The 2.75% fee is contingent upon Matagorda County receiving the federal and/or state funding that Patriot is responsible for. Further, Matagorda County shall pay Patriot the 2.75% fee for any funding secured by Matagorda County, due to work by Patriot during the contract, but the funding is received by Matagorda County after the end of the contract. The 2.75% fee for any funding secured by Matagorda County due to work by Patriot after the duration of the contract, shall not be honored by Matagorda County, unless mutually agreed to by both parties.

Patriot will protect the funding from potential governmental cuts as well as from other government entities. Further, Patriot will work to minimize the regulations that could be added to the funding. Finally, Patriot will work to make sure the projects maintain their full funding throughout the duration of the project.

## **ARTICLE III. EXPENSES**

**Section 3.01 Out-of-Pocket Expenses.** All travel must be pre-approved by Matagorda County.

## **ARTICLE IV. PAYMENTS, LATE FEES AND COLLECTION**

**Section 4.01 Payments.** The preferred method of payment is bank wire transfer. Funds coming from our international clients shall be set up for bank wire transfer or Swift Code. Payments are in US dollars (USD). Matagorda County shall direct all remittances via bank wire, attention: Mr. George Seymore, President, (phone: (202) 570-5459). Remit via wire transfer as follows:

<b>Bank Information:</b>	<b>Bank of America, N.A.</b>
	2001 Pennsylvania Ave NW FRNT 1
	Washington, DC 20006
Bank Phone:	(202) 624-4950
<b>Wire Number Routing Code:</b>	054001204
<b>Account Number:</b>	2260 0612 4366
<b>ABA:</b>	026009593
For International-	
<b>Swift Code:</b>	BOFAUS3N

If you have any questions, contact billing via email: [billing@patriotstrategies.com](mailto:billing@patriotstrategies.com).

## **ARTICLE V. TERMINATION**

**Section 5.01 Termination.** Matagorda County may terminate the agreement by providing Patriot at least thirty (30) days prior, written notice of its intent to terminate. In such case, Matagorda County will honor the 2.75% community outreach fee payable to Patriot, as it relates to any funding to which Patriot is responsible for securing for Matagorda County within the duration of the 12 month contract. If Matagorda County receives funds after the duration of the contract, that is directly related to work performed by Patriot, Matagorda shall honor the 2.75% fee. The 2.75% fee for any funds secured by Matagorda County due to work by Patriot, but after the duration of the contract, shall not be honored by Matagorda County, unless mutually agreed to by both parties. Any further obligations of Matagorda County shall cease. Patriot may terminate the agreement by providing Matagorda County at least twenty (20) days prior, written notice of its intent to terminate. In such case, Patriot's obligations hereunder shall cease.

**Section 5.02 Account Balances.** In the event this Agreement is terminated pursuant to Section 5.01, all accrued balances will be due within ten (10) calendar days of termination.

## **ARTICLE VI. CONFIDENTIALITY**

**Section 6.01 Confidentiality.** Matagorda County and Patriot shall keep all matters between the parties, including the provisions of this Agreement and any methods, trade secrets or proprietary information, confidential and shall not transfer, communicate, or delivery any such information to a third party, whether or not for compensation, without the express prior authorization of both parties, or as required by law.

## **ARTICLE VII. MISCELLANEOUS**

**Section 7.01 Applicable Law.** This Agreement shall be governed and construed in all respects by the laws of the District of Columbia as such laws are applied to agreements between District of Columbia residents entered into and performed entirely in the District of Columbia. The exclusive venue for any claim, controversy, or dispute which arises between the parties from or related to this Agreement shall be the Superior Court of the District of Columbia and the parties hereby consent to the jurisdiction of such court and waive any objection to such venue.

**Section 7.02 Federal & State Lobbying Registration.** The Federal Lobbying Disclosure Act, as amended, and any applicable state or local statute, may require Patriot to file and maintain registration and activity reports regarding its lobbyists, lobbying activity, and lobbying income earned pursuant to this Agreement. Matagorda County acknowledges that, where Patriot, in its sole discretion, deems disclosure necessary, it will disclose Matagorda County as a recipient of Patriot lobbying efforts.

**Section 7.03 Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous representation, proposal, warranty, understanding, or agreement, written or oral, regarding such subject matter.

**Section 7.04 Assignment.** Matagorda County may not assign this Agreement, in whole or part, nor may it delegate its duties hereunder without the written consent of Patriot.

**Section 7.05 Amendment and Waiver.** This Agreement may be amended or modified only upon the written consent of the authorized representatives of Patriot Strategies and Matagorda County, Texas. The obligations of Patriot Strategies and Matagorda County under this Agreement may only be waived by written consent of the party waiving its rights or obligations.

**In Witness Whereof,** the authorized representatives of the parties have executed this Agreement as of the date first set forth herein.

MATAGORDA COUNTY, TEXAS

By

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Official Representative  
Matagorda County, Texas

PATRIOT STRATEGIES, LLC

By

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George Seymore  
President and Chief Executive Officer  
Patriot Strategies, LLC