

## CONTRACT FOR PROFESSIONAL SERVICES

This contract (hereinafter “Agreement”) is made between the **City of Stephenville** (hereinafter “Client”) and **Delisi Communications** (hereinafter “Consultant”) for consulting services.

### SERVICES AND ENGAGEMENT

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Consultant will assist Client with legislative and regulatory matters in Texas as follows:

#### *October - December 2022*

- Visit with city leadership to assess policy needs and concerns
- Assess the impact of the November 8th general election on capitol dynamics
- Develop a legislative strategy for success
- Meet with relevant state officials and staff as needed
- Monitor interim legislative committee reports and recommendations
- Monitor relevant pre-filed legislation

#### *January – June 2023*

- Monitor relevant House and Senate committees and floor activity
- Work to ensure adoption or defeat of budget riders or legislation specifically relevant to the city
- Produce any necessary one-pagers or background information to educate stakeholders
- Engage with state legislators and executive leadership as needed
- Engage with the Office of the Governor during the legislative veto period to protect or defeat any relevant budget riders or legislation
- Provide regular updates to city leadership on relevant legislative developments
- Provide a summary of the completed legislative session

#### *July – September 2023*

- Monitor the implementation of relevant legislation
- Engage with state agency officials and staff as needed
- Propose topics for study by legislative committees during the legislative interim
- Monitor any interim legislative committee hearings
- Engage as needed in any special legislative sessions

### TERM

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This agreement is effective from October 1, 2022, through September 30, 2023.

## **PAYMENT**

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1. In full consideration of Consultant's performance of all services to be rendered under this Agreement, Client agrees to compensate Consultant a monthly retainer fee of \$7,000 payable monthly on receipt of invoice.
2. Client agrees to pay Consultant reasonable expenses incurred in connection with services provided, including postage, administrative assistance, out-of-town travel, and other activities related to the services performed for the Client. Client may require written authorization for such expenses that exceed \$200 per month.

## **WORK PRODUCT**

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Client may use any recommendations, information, approaches, suggestions, concepts, ideas, and any and all contributions received from Consultant without additional compensation, except as otherwise expressly provided in this Agreement.

## **WARRANTY AND INDEMNITY**

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Consultant warrants and represents that it has the full right, power, and authority to enter into this Agreement and to perform the consulting services noted in this contract in the State of Texas. Consultant will file all registrations and notices it is required to file for itself as required by law. Consultant will indemnify and hold the Client harmless from and against any and all claims, damages, liabilities, costs, and expenses, including legal expenses and reasonable attorney's fees, arising out of Consultant's failure to register or file under Texas ethics laws.

## **LOBBY ACTIVITY; REGISTRATION**

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1. The Texas ethics law and rules adopted by the Texas Ethics Commission require Consultant to report compensation or reimbursement paid by the Client for the purpose of directly communicating with members of the legislative or executive branch. Under Texas and federal law, there are various requirements imposed on persons and entities that interact with legislative officials, especially where an attempt is made to influence legislation or contracts. In this regard, Consultant will promptly inform the Client when any such filings are necessary for Consultant and shall seek registration with respect to the services to be performed on the Client's behalf. 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. Consultant is not responsible for filing notices or registrations for Client under the Texas ethics laws or rules adopted by the Texas Ethics Commission.

2. Consultant is specifically excluded from engaging in any compensated work that includes involvement in campaigns or fundraising activities on behalf of the Client. Should Consultant engage in any campaigns or fundraising activities, those actions are strictly voluntary and are not part of any payments or compensation by the Client.

#### **CONFLICTS OF INTEREST**

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It is agreed by Consultant that no actual or potential conflicts of interest currently exist between this Agreement and Consultant's contracts with other clients. Should an actual or potential conflict arise per Chapter 305 of the Texas Government Code, Consultant will notify Client in writing.

#### **GOVERNING LAW**

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This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law principles thereof.

#### **MODIFICATIONS**

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1. This Agreement may be modified only by mutual written agreement of both parties.
2. In addition to other cancellation provisions of this Agreement, either party may cancel this Agreement with or without cause at any time during its term with 30 days prior written notice. If cancelled by Client, Consultant shall be due the amount for services rendered up until the date of termination, plus payment for an additional 30 days at the amount specified in this Agreement.

#### **MISCELLANEOUS**

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1. This agreement sets forth the entirety of the understanding as to the services to be provided during the term hereof. Consultant provides no guarantee of outcome or results as to the issues described in this Agreement. Failure to perform is not defined as failure to achieve a desired outcome or result.
2. Consultant may not assign this Agreement or any of their obligations hereunder, except as otherwise provided by mutual written agreement of Client and Consultant.
3. If the foregoing is in accordance with your understanding, please so signify by signing this Agreement and returning a copy to Delisi Communications by email or to 1210 Nueces Street, Austin, TX 78701.

*[signature page follows]*

*Approved and Accepted by:*

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*For:* City of Stephenville

*Address:*

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\_\_\_\_\_

*Date:* \_\_\_\_\_

*Approved and Accepted by:*



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Ted Delisi, President

*For:* Delisi Communications

1210 Nueces Street  
Austin, TX 78701

*Date:* September 20, 2022