

AGREEMENT

This Agreement is made on this the 3rd day of September, 2014, by and between Solutions for Local Control, LLC (“Consultant”), a [state of formation] limited liability company, and the Town of Addison, Texas (“City”). The two parties agree as follows:

TERMS

This Agreement is effective from September 3, 2014 through September 3, 2016.

SERVICES

The parties agree that the Consultant shall perform the following services:

1. Assist the City in developing political and legislative strategies to achieve its goals;
2. Assist in communicating the position of the City to the legislative and executive branches of Texas government (and including agencies of the State), interested parties and the public;
3. Represent the City during meetings, hearings and negotiating sessions involving the executive or legislative branches of Texas government regarding issues of importance to the City, and advise the City about the need for and content of testimony before legislative committees;
4. Assist the City in working with elected officials and members and staff persons of the Texas House of Representatives and Texas Senate in passing or amending legislation favorable to the City or in defeating legislation deemed harmful to the goals of the City, and including assisting the City in drafting legislation;
5. Monitor and represent the City during interim legislative studies or interim committee meetings; and
6. Provide routine written status reports to the City regarding the items outlined above; such reports will be provided at least weekly during any Legislative session and bi-weekly at all other times.

FEES

For services rendered under this Agreement, the City agrees to pay Consultant the sum of \$3,000 monthly for the duration of this agreement unless cancelled by either party and payable on the 3rd day of each calendar month beginning September 3, 2014. The fee shall be made to Fred Hill, 909 N. Waterview Drive, Richardson, Texas, 75080, and deposited electronically to the account of the Consultant on or about the first of each month.

For purposes of reporting as defined by the rules of the Texas Ethics Commission the amount of the monthly retainer paid to Consultant that is being paid for *lobby activities* , the Consultant believes 35% (thirty five) percent will be a reasonable estimate of the monthly retainer attributable to “*lobby activities.*” Consultant is and shall be solely responsible and liable for such determination.

Payment of the fees and any expenses of Consultant as set forth in this Agreement is subject to the annual appropriation and budgeting of funds by the City, in the City’s sole discretion, to make such payments. In the event funds are not appropriated and budgeted by the City to make such payments, this Agreement shall terminate at the end of the fiscal year for which funds to make the payments hereunder were budgeted and appropriated.

EXPENSES

In addition to the professional fee, the City agrees to reimburse Consultant for necessary and reasonable, itemized out-of-pocket expenses requested by Consultant to the City in writing and approved in advance and in writing by City. Expenses may include travel, lodging and business meals *incurred on behalf of the City and at its request.* Such itemized expenses, with corresponding paid receipts, shall be paid separately and shall be reviewed and approved by the City, prior to payment. *Such expenses do not include the normal office functions or daily expenses of the Consultant in the course of his functions in Austin representing the interests of the City.* If any such expenses are incurred by Consultant jointly for, or for the combined interests of, the City and other clients of Consultant, Consultant shall bill and the City shall be responsible for paying only the pro rata share of any such expenses which are attributable to the City (such pro rata share to be determined according to a method mutually agreeable to Consultant and the City).

Consultant shall keep accurate records of all expenses incurred on behalf of the City and shall bill the City on a regular monthly basis for the same, and the City shall have the right to review, inspect, and make copies of the same upon the City’s written request submitted to Consultant. Each invoice shall itemize the expenses and include true and correct copies of any and all receipts, invoices, and other documents and materials in support of the invoice, and any such additional documents or materials as the City may request in connection with the invoice and/or the compensation paid to Consultant. All invoices will be forwarded to City Manager, 3500 Belt Line Road, Dallas, Texas 75254, for review and processing unless otherwise directed.

CONFLICTS OF INTEREST

Consultant will comply with all relevant State laws regarding ethics and lobbying, including immediately notifying the City in the event a conflict of interest arises and resolving any conflict.

REGISTRATION REQUIREMENTS

Texas ethic laws require Consultant to disclose his representation of the City and to report certain moneys paid for some of the activities to be conducted under this Agreement.

Consultant will comply with all rules regarding such disclosure and shall communicate with the City prior to filing such disclosures. In addition, if the Consultant performs any lobbying for the City with any local jurisdiction, it is the responsibility of the Consultant to properly register and comply with all local lobbying ordinances.

Consultant agrees not to engage in any activity on behalf of the City, which is contrary to any Federal, State, or local law or regulation. Furthermore, Consultant agrees not to make or offer any gifts or gratuities to any public official on behalf of the City.

INDEPENDENT CONTRACTOR RELATIONSHIP

It is understood by the parties that Consultant is an independent contractor for all purposes of this Agreement, including for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part time of the City.

TERMINATION

It is agreed and fully understood that City may, at its option and without prejudice to any other remedy it may be entitled to at law or in equity or otherwise, cancel or terminate this Agreement upon at least thirty (30) days written notice to Consultant. Consultant shall be compensated in accordance with the terms of this Agreement for all services that City shall be obligated to pay for any work performed in accordance with this Agreement. City shall not be obligated to pay for any work which is not submitted in compliance with the terms of this Agreement. Consultant shall deliver all original source documents belonging to City immediately after notice of termination of this Agreement has been received by Consultant. The City may also terminate this contract with (30) days notice if termination is caused due to a conflict of interest that cannot be resolved to the City's satisfaction.

It is agreed and fully understood that the Consultant may, at its option and without prejudice to any other remedy it may be entitled to at law or in equity or otherwise, cancel or terminate this Agreement upon at least sixty (60) days written notice to City.

This Agreement shall be governed under and construed according to the laws of the State of Texas (without reference to its conflict of laws provisions), and exclusive venue for any action under this Agreement lies in Dallas County, Texas.

Town of Addison, Texas

DATE

Consultant

Fred Hill
On behalf of Solutions for
Local Control, LLC
