

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AGREEMENT

This agreement (“Agreement”) is made and entered into by and between Tarrant County (“County”) and Corley Consulting, LLC (“Consultant”), the person or entity whose personal services are to be retained hereunder, individually referred to as a “party,” collectively referred to as the “parties.”

For and in consideration of the covenants and promises contained herein, the parties hereto agree as follow:

1.

General Provisions & Scope of Services

For and in consideration of the payment of the amount of money set out in 5, Consultant agrees to represent the County concerning legislative and administrative matters before members of the United States Congress, officials of federal administrative agencies, and the White House Administration during the term of the Agreement. More specifically, Consultant agrees to perform the personal services described in Exhibit “A,” which is attached hereto and made a part of this Agreement for all purposes.

In addition to the above services, Consultant will as a matter of course, make travel arrangements for County officials or individuals designated by the County as acting on behalf of the County’s interests when visiting Washington, D.C.

Consultant further agrees that Casey Pipes and Scott Corley shall act as joint principals performing these services and will be the County’s point of contact for Consultant. Consultant shall not replace the principals without the prior written approval of County.

2.

Term of Agreement

This Agreement shall begin October 1, 2023 and terminate September 30, 2024 (“Initial Term”), unless terminated in accordance with this Agreement. The relationship between the County and Consultant shall be governed by this Agreement.

3.

Point of Contact

Consultant agrees to cooperate and report to the County Administrator and the Assistant County Administrator for Governmental Affairs, who shall relate to Consultant requests from the County. For purposes of this Agreement, the term County Administrator shall include the County Administrator and his or her designee. Consultant will respond to requests made by Commissioners Court and the County Administrator and will coordinate those requests through the County Administrator. Consultant will coordinate all responses or actions taken on the County’s behalf through the County Administrator.

4.

Independent Contractor Status

Consultant shall perform its work and services as an independent contractor and not as an officer, agent, servant or employee of the County. Consultant shall have exclusive control of, and exclusive right to control, the details of its work and services and will remain solely responsible for the acts or omissions of its officers, agents, employees, and subconsultants. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between the County and Consultant, its officers, agents, employees, and subconsultants, and the doctrine of respondent superior shall have no application as between the County and Consultant.

5.

Payment, Expenses & Travel

In full payment and consideration for all services provided, the County shall pay Consultant an amount not to exceed **\$4,100.00** per month. It is understood that said payments are due and payable by County upon receipt of an invoice from Consultant. This invoice may be emailed to the County Administrator. Consultant's travel and expenses shall be covered in this monthly amount. No additional amount will be paid by the County for travel or expenses of Consultant. However, it is understood that the County will cover any expenses related to travel for County officials or staff traveling to Washington, D.C. on official County business. All invoices shall indicate if services are provided by Consultant or a subcontractor. Unless otherwise agreed to by the parties, payment under this Agreement shall not exceed the total annual amount of **\$49,200.00** for services and expenses.

6.

Termination

The County may terminate this Agreement at any time for breach of this Agreement by providing a 10 day written notice or the County may terminate this Agreement without cause by providing a 30 day written notice to Consultant. Upon termination, all products prepared by Consultant for County whether completed or partially completed, shall become the property of the County, and shall be returned to the County immediately at no additional cost to the County. Upon termination, all payment obligations of the County under this Agreement shall end.

7.

Work Product

Consultant shall furnish the County periodic reports on its work at such time as the County Administrator may request. All of the reports, information and data prepared or assembled for County under this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the County, except as disclosure may be required by law.

8.

Conflict of Interest & Other Clients

Consultant shall inform the County of any other municipalities or counties or transit agencies it represents and any other of its clients that might represent a potential conflict of interest. If the County, in its sole discretion, believes that a conflict exists, such conflict shall be discussed by Consultant and the County and resolved to the satisfaction of the County.

Consultant shall comply with Section 305.028 of the Texas Government Code.

Consultant also acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission's Form 1295 attached and marked Exhibit "B"

9.

Governing Law & Venue

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts, located in Tarrant County, Texas or the Federal District courts of the Northern District of Texas, Fort Worth Division.

10.

Availability of Funds

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this Agreement including any renewal periods, then the County will immediately notify Consultant of such occurrence and this Agreement shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

11.
Notices

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery

County:

Tarrant County
Attn: County Administrator
100 E. Weatherford St, Suite 404
Fort Worth, TX 76196

Consultant:

Corley Consulting, LLC
Attn: Kasey Pipes or Scott Corley
7017 Aspen Wood Trail
Fort Worth, TX 76132

with copies to: Assistant County Administrator for Governmental Affairs at the same address

12.
Access to Records; Audit

Consultant agrees that the County shall, until the expiration of 3 years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records involving transactions relating to this Agreement. Consultant agrees that the County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with provisions of this section. The County shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all applicable subcontracts a provision to the effect that the subconsultants agree that the County shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the County shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to

conduct audits in compliance with the provisions of this article. County shall give subconsultant reasonable advance notice of intended audits.

Consultant further agrees to photocopy any audit related documents as may be requested by the County. The County agrees to reimburse Consultant for the costs of the copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

13.
Liability

CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LAWSUITS, DAMAGES, LOSSES, JUDGMENTS AND LIABILITIES, ARISING FROM CONSULTANT'S OWN NEGLIGENCE, WRONGFUL ACTS, ERRORS, OMISSIONS, OR INTENTIONAL MISCONDUCT AS A RESULT OF CONSULTANT'S PERFORMANCE PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING SOLELY FROM THE COUNTY'S NEGLIGENCE, WRONGFUL ACTS, ERRORS, OMISSIONS OR INTENTIONAL MISCONDUCT.

14.
Entirety of Agreement

This Agreement shall be the entire, full and complete agreement between the Parties concerning the subject matter hereof and shall supersede all prior agreements. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise, between the Parties that are not embodied herein. No amendment, change, or variance of or from this Agreement shall be binding on either Party unless agreed to in writing signed by both Parties. This Agreement may be executed in counterparts, each of which so executed shall be deemed an original and such counterparts together shall constitute the same agreement.

15.

Headings not Controlling

The headings appearing at the beginning of each paragraph of this Agreement are for the convenience only and do not define, limit or construe the contents of any such paragraph. Whether expressly indicated or not, the singular usage includes the plural, and the neuter usage includes the masculine or the feminine or both the masculine and the feminine.

16.

Waiver

The County and the Consultant may waive an obligation of or restriction upon the other under this Agreement only in writing. No failure, refusal, neglect, delay, forbearance or omission of the County or the Consultant to exercise any right or remedy under this Agreement or to insist upon full compliance by the other with his, her or its obligation shall constitute a waiver of any provision(s) of the Agreement.

17.

Severability

Each provision or part of this Agreement shall be severable. If, for any reason, any provision or part of this Agreement is finally determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such determination shall not impair the operation or affect the remaining provisions of this Agreement, and such remaining provisions will continue to be given full force and effect and bind each Party. Each invalid provision or part thereof shall be deemed not to be a part of this Agreement.

18.

Assignment

The Consultant may not assign or subcontract any of its rights or obligations without the prior consent of the County, which consent may be withheld in the County's sole absolute discretion.

19.
Force Majeure

It is expressly understood and agreed by the Parties that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation shall be extended for a period of time equal to the period such party was delayed.

20.
Compliance With Laws

In providing the services required by this Agreement, Consultant must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Consultant shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

APPROVED on this day the _____ day of _____, _____, by Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

Tim O'Hare
County Judge

CORLEY CONSULTING, LLC


Scott Corley
Partner & Co-Founder

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

\$ _____

Auditor's Office

EXHIBIT “A”

Scope of Services

1. Consultant shall assist in the development of a comprehensive and coherent strategic plan for promoting positive outcomes on key legislative, policy and funding issues in Washington, D.C. before the United States Congress and the Executive Branch and all federal agencies. Additionally, Consultant shall provide a monthly update to the Commissioners Court and the County Administrator. The emphasis of the monthly reports should be on activities undertaken by Consultant regarding those issues considered the priorities for the County as identified by the adopted federal legislative program or by Commissioners Court resolution. Consultant will also report in person in Fort Worth when deemed necessary by the County Administrator or Assistant County Administrator for Governmental Affairs.
2. Consultant will engage in relationship development and act as a liaison and communicate on behalf of Tarrant County with the Congress of the United States, specifically with key Congressional committees handling legislation of interest to the County.
3. Consultant will provide advice, counsel, liaison and intervention with those federal agencies that interface with the County and will promote working relationships and goodwill between the County and key staff of those federal agencies, when requested by the County.

4. Consultant will act as a liaison to the White House on behalf of the County when appropriate.
5. Consultant will cooperate with the Commissioners Court and the County Administrator's Office to develop and produce the County's legislative initiatives and agendas.
6. Consultant will provide advice and counsel and develop strategy in conjunction with the Commissioners Court and County Administrator's Office and provide any collateral materials needed, background information such as proponents, opponents, attitudes of key member of Congress, and positions of related entities as well as issue messaging.
7. Consultant will inform the County Administrator's Office of any legislative or administrative initiatives identified as being possibly detrimental to the interest of the County as he becomes aware of any such initiative.
8. Consultant will provide assistance to County officials in interpreting federal regulations and filing comments where appropriate and when directed by the County Administrator.
9. Consultant will draft speeches, memorandums, issue position papers, talking points and/or letters on behalf of the County when appropriate.

10. Consultant will arrange for presentation of Congressional testimony of relevant issues where appropriate and prepare testimony for such presentations.
11. Consultant will conduct research and prepare reports on selected federal topics as requested by the County Administrator and provide these for use by the County.
12. Consultant will assist in providing notices and information on federal grant opportunities including opportunities not advertised through the public notice process, will assist in obtaining grant applications for the County, and will assist in facilitating favorable consideration of County grant application with the various federal agencies. Consultant will coordinate and help draft Congressional letters of support from the Texas Congressional Delegation for County grant requests.
13. Consultant agrees to generally be available to the Commissioners Court and County Administrator for additional assignments in Washington, D.C. as may be necessary and will provide Washington, D.C. logistics and trip planning.