

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

CONSULTANT AGREEMENT FOR STATE LEGISLATIVE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between Fort Bend County ("County") acting by and through the Fort Bend Commissioners Court, and MICHELLE WITTENBURG ("Consultant"), authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, Fort Bend County desires that Consultant provide State Legislative Services on behalf of Fort Bend County (hereinafter "Services");

WHEREAS, the Texas County Purchasing Act, Texas Local Govt. Code, §262.024 (a) (4) exempts from competitive bidding contracts that are a personal or professional service

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is a personal or professional service and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

COUNTY and CONSULTANT agree as follows:

1. **SERVICES.** Consultant agrees to provide to the County the following services:
 - A. Assist County in **SHAPING ISSUES** which County may wish to pursue in next Legislative Session;
 - B. Assist County by **"PRE-TESTING" ISSUES** with office holders and other interest groups;
 - C. Assist County in developing an **OVERALL STRATEGY** related to each issue necessary for the County to have a high likelihood of success in the 89th Texas Legislative Session and any called "Special Session."
 - D. Assist County in **RAISING ITS VISIBILITY AND CREDIBILITY**;
 - E. Assist County in development and refinement of its **LEGISLATIVE MESSAGE**...what sells and what doesn't, how to position and/or phrase each argument and point;
 - F. Work with County to **DOCUMENT** certain elements of the legislative message that will later be critical to its credibility;
 - G. Assist County in **DEVELOPING THE LEGISLATIVE SESSION STRATEGY** as to timing, multiple bills or single bills or both, which House to start in, sponsors, etc.;
 - H. **CONTACT** (prior to Session) with key members, leadership, and ultimately all members perceived to be critical to support of County's goals;
 - I. Assist County in **FORMING COALITION RELATIONSHIPS** seeking the support of other groups supportive of the legislative goals of Fort Bend County;

- J. Be present and **MONITOR** Interim Committees dealing with items on County's Agenda;
 - K. **INFORM COUNTY OF UPCOMING DEVELOPMENTS** such as committee hearings, informal meetings, etc. and assist in formulating appropriate testimony/response for these situations;
 - L. **MAKE INTRODUCTIONS** and place County representatives in front of key members for in-depth discussions and presentations when necessary;
 - M. **WORK WITH OTHER PROFESSIONAL CONSULTANTS OR ASSOCIATIONS** as deemed appropriate by County; and
 - N. Assist in **DRAFTING LEGISLATION**, amendments to legislation, and in selecting sponsors.
2. **COMPENSATION.** The County agrees to pay Consultant a flat rate fee of \$6,000.00 per month for the services described in Section 1 above. The first payment shall be due and payable after execution of the Agreement, and shall continue monthly with the last payment being due September 1, 2024. Consultant shall be solely responsible for expenses incurred in the pursuit of the tasks and activities described in this proposal. The total Agreement amount, which includes all expenses, shall not exceed \$72,000.00.
 3. **COUNTY'S REPRESENTATIVE.** The County may designate a representative who will serve as the primary contact for Consultant. If designated, Consultant shall report to this designated representative and it is through this representative that day-to-day contact with the Court shall occur. The County may also choose to have the entire Commissioners Court act as its contact in which case Consultant shall report to the Commissioners Court by reporting to each of the five members of the Court or their designees.
 4. **TERM AND TERMINATION.** The term of this Agreement shall begin on **October 1, 2023**, and shall continue in effect through **September 30, 2024**. The County may terminate this Agreement at any time by providing thirty (30) days written notice to Consultant. Upon receipt of such termination notice, Consultant shall discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of notice of termination, Consultant shall submit a statement, describing in detail the services performed under this Agreement to the date of termination. County shall then pay Consultant that proportion of the services actually performed under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed electronic data files and reports of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.
 5. **NOTICES.** All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

To County: **Fort Bend County Judge**
401 Jackson
Richmond, Texas 77469

Copy to: Fort Bend County Purchasing Agent
401 Jackson
Richmond, Texas 77469

To Consultant MICHELLE WITTENBURG
806 W 30Th 1/2 St
Austin, TX 78705

5. **COMPLIANCE WITH LAW.** Consultant agrees to render services in a manner which complies with all applicable laws, rules and regulations, including ethics laws, rules and regulations. Consultant agrees to properly register, if necessary, as a lobbyist representing the County, and to make all necessary lobbying reports to the proper authorities. As required by Chapter 2270, Government Code, Consultant hereby verifies that he does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
6. **POLITICAL CONTRIBUTIONS.** All of the compensation to be paid to Consultant is for services to be rendered and is not paid pursuant to any agreement or understanding between Consultant and the County that Consultant will make any contribution to a political party or candidate.
7. **CONFIDENTIAL INFORMATION.** From time to time, the County may give Consultant information, either orally or in writing, and indicate that the information is confidential. Consultant shall protect such information, shall not disclose such information to anyone, and shall not use the information for any purpose except for rendering service to the County.
8. **CONTACT WITH MEDIA.** Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of the County. Under no circumstances, whatsoever, shall Consultant release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required to do so by law.
9. **INDEPENDENT CONTRACTOR.** Consultant agrees that he is an independent contractor. Consultant shall be solely responsible for the performance of his duties under this Agreement and for all withholding taxes, including all federal, state and local taxes, and all worker's compensation insurance.
10. **ASSIGNMENT.** Consultant shall not assign his rights or obligations under this Agreement without the prior written consent of the County.
11. **CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS.** The contents of this Section are required by Texas Law and are included by County regardless of content.

2252.152

- A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. Texas Government Code Section 2252.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

12. HUMAN TRAFFICKING. BY ACCEPTANCE OF CONTRACT, Consultant ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

13. ENTIRE AGREEMENT. The foregoing contains the entire Agreement of the parties hereto and supersedes any and all prior written or oral Agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing signed by the parties.

14. EXECUTION. This Agreement shall become upon execution by County.

FORT BEND COUNTY

CONSULTANT

KP GEORGE, COUNTY JUDGE

Michelle Wittenburg
MICHELLE WITTENBURG

Date

1-19-24
Date

ATTEST:

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of _____ to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, County Auditor

I:\AGREEMENTS\2024 Agreements\County Judge\Annual Renewals\Lobbyists\Carter Consulting Agreement (24-CoJdg-100182)\Carter Consulting Agreement (kns - 1.19.24).docx