

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 Jim Short, Inc., ("Consultant"), authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WITNESSETH

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

WHEREAS, Consultant represents that it is qualified and desires to perform such services;

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is a 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

Section 1. Scope of Services

- A. Consultant agrees to provide to the County the following services:
1. Assist County in **SHAPING ISSUES** which County may wish to pursue in next Legislative Session;
 2. Assist County by **"PRE-TESTING" ISSUES** with office holders and other interest groups;
 3. Assist County in developing an **OVERALL STRATEGY** related to each issue necessary for the County to have a high likelihood of success in the 87th Texas Legislative Session and any called "Special Session."
 4. Assist County in **RAISING ITS VISIBILITY AND CREDIBILITY**;
 5. 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;
 6. Work with County to **DOCUMENT** certain elements of the legislative message that will later be critical to its credibility;

7. 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.;
8. **CONTACT** (prior to Session) with key members, leadership, and ultimately all members perceived to be critical to support of County's goals;
9. Assist County in **FORMING COALITION RELATIONSHIPS...** seeking the support of other groups supportive of the legislative goals of Fort Bend County;
10. Be present and **MONITOR** Interim Committees dealing with items on County's Agenda;
11. **INFORM COUNTY OF UPCOMING DEVELOPMENTS** such as committee hearings, informal meetings, etc. and assist in formulating appropriate testimony/response for these situations;
12. **MAKE INTRODUCTIONS** and place County representatives in front of key members for in-depth discussions and presentations when necessary;
13. **WORK WITH OTHER PROFESSIONAL CONSULTANTS OR ASSOCIATIONS** as deemed appropriate by County; and
14. Assist in **DRAFTING LEGISLATION**, amendments to legislation, and in selecting sponsors.

- B. Services shall be effective as of October 1, 2023 and shall terminate on September 30, 2024, unless terminated sooner as provided herein. This Agreement shall not automatically renew but can be renewed upon written agreement of the parties.

Section 2. Compensation and Payment

- A. The County agrees to pay Consultant a fee of Six Thousand and 00/100 dollars (\$6,000.00) per month beginning **October 1, 2023**, through **September 30, 2024**, 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.
- B. The total Agreement amount, which includes expenses, shall not exceed Seventy-Two Thousand and 00/100 dollars (\$72,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

Section 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.

Section 4. Term and Termination

- A. 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.
- B. 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.

Section 5. Compliance with Law

- A. 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.
- B. 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 10. Assignment

Consultant shall not assign his rights or obligations under this Agreement without the prior written consent of the County.

Section 11. Notice

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Purchasing Agent
301 Jackson, Ste. 201
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson, Ste. 201
Richmond, Texas 77469

Consultant: Jim Short, Inc.
Attn: Jim Short
P.O. Box 188
Fulshear, Texas 77441

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 11(A) and 11(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
1. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver

Section 12. Certain State Law Requirements for Contracts:

The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

Section 13. 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.

Section 14. 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.

{EXECUTION PAGE FOLLOWS}

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IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

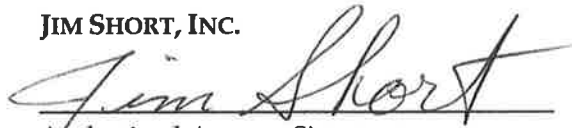
KP George, County Judge

Date

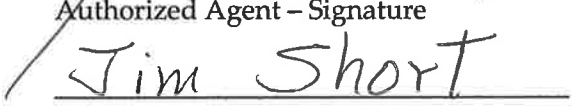
ATTEST:

Laura Richard, County Clerk

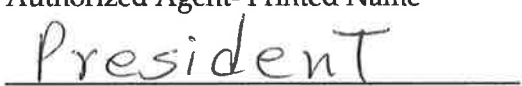
JIM SHORT, INC.



Authorized Agent - Signature



Authorized Agent- Printed Name



Title



Date

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

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