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Section 2. Personnel

2.1 KING AND SPALDING represents that it presently has adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that KING AND SPALDING shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of KING AND SPALDING providing Services to the County shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of KING AND SPALDING who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the County, upon request of the County Judge, shall immediately be removed from association with the County.

Section 3. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Seventy-five Thousand Five Hundred and no/100 dollars (\$75,000.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written amendment executed by the parties.

3.2 All performance of the Scope of Services by KING AND SPALDING, including any changes in the Scope of Services and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.

3.3 KING AND SPALDING shall County will pay based on the following procedures: KING AND SPALDING shall submit to County two (2) original copies of invoices showing the amounts due for Services performed in a form acceptable to County. KING AND SPALDING may submit electronically via: apauditor@fbctx.gov. The County's Judge's Office shall review such invoices and approve them within 30 calendar days and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 KING AND SPALDING clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Seventy-five Thousand Five Hundred and no/100 dollars (\$75,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 KING AND SPALDING does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum

compensation that KING AND SPALDING may become entitled to and the total maximum sum that County may become liable to pay to KING AND SPALDING shall not under any conditions, circumstances, or interpretations thereof exceed Seventy-five Thousand Five Hundred and no/100 dollars (\$75,000.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by KING AND SPALDING is effective as of January 1, 2025 and shall expire no later than December 31, 2025. KING AND SPALDING shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County. The Parties acknowledge and agree that Services have been and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the Parties.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County or KING AND SPALDING may terminate this Agreement at any time upon thirty (30) days written notice subject on, KING AND SPALDING's part, to applicable rules of professional conduct.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If KING AND SPALDING fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If KING AND SPALDING materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this

Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that KING AND SPALDING was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate KING AND SPALDING in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. KING AND SPALDING's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to KING AND SPALDING.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by KING AND SPALDING as a part of its work under this Agreement, shall become the property of KING AND SPALDING upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. KING AND SPALDING shall promptly furnish all such data and material to County to which it is entitled on request.

Section 9. Inspection of Books and Records

KING AND SPALDING will permit County, or any duly authorized agent of County, to inspect and examine the books and records of KING AND SPALDING related to the Scope of Services for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, at the request of the County, KING AND SPALDING shall furnish County with properly executed certificates of insurance which shall evidence all insurance required. KING AND SPALDING shall give County written notice within thirty (30) days of being advised of a cancellation of such policies, unless the policies are being replaced without interruption of coverage by equivalent policies. KING AND SPALDING shall provide certified copies of insurance endorsements and/or policies if requested by County.

KING AND SPALDING shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. KING AND SPALDING shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better or an equivalent rating by a nationally recognized rating agency, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

102 If required coverage is written on a claims-made basis, KING AND SPALDING warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Confidential and Proprietary Information

11.1 KING AND SPALDING acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by KING AND SPALDING or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). KING AND SPALDING 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.

11.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by KING AND SPALDING shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by KING AND SPALDING) publicly known or is contained in a publicly available document; (b) is rightfully in KING AND SPALDING's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of KING AND SPALDING who can be shown to have had no access to the Confidential Information.

11.3 KING AND SPALDING agrees to hold Confidential Information in strict confidence, using at least the same degree of care that KING AND SPALDING uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. KING AND SPALDING shall use reasonable efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, KING AND SPALDING shall advise County immediately in the event KING AND SPALDING learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and KING AND SPALDING will cooperate with County in seeking injunctive or other equitable relief in the name of County or KING AND SPALDING against any such person. KING AND SPALDING agrees that, except as directed by County, KING AND SPALDING will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, KING AND SPALDING will promptly turn over to County all documents, papers, and other matter in KING AND SPALDING's possession to which the County is entitled which embody Confidential Information.

11.4 KING AND SPALDING acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, may give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and upon a proper showing obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. KING AND SPALDING acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

11.5 KING AND SPALDING in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

11.6 KING AND SPALDING expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by KING AND SPALDING shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 12. Independent Contractor

12.1 In the performance of work or services hereunder, KING AND SPALDING shall be deemed an attorney for the County and independent contractor from the County. Any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of KING AND SPALDING or, where permitted, of its subcontractors.

12.2 KING AND SPALDING and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 13. Notices

13.1 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).

13.2 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
	Attn: County Judge
	401 Jackson Street, 1 st Floor
	Richmond, Texas 77469

With copies to: Fort Bend County Purchasing Department
Attn: Purchasing Agent
301 Jackson Street
Richmond, Texas 77469

KING AND SPALDING: King & Spalding LLP
Attn: Steven M. Kupka
1700 Pennsylvania Ave., NW
Washington, D.C. 20006

13.3 A Notice is effective only if the party giving or making the Notice has complied with this subsection and if the addressee has received the Notice. A Notice is deemed received as follows:

13.3.1 If the Notice is delivered in person, sent by registered or certified mail or a nationally recognized overnight courier, or upon receipt as indicated by the date on the signed receipt.

13.3.2 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 14. Compliance with Laws

14.1 KING AND SPALDING shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, KING AND SPALDING shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

14.2 KING AND SPALDING agrees to render services in a manner which complies with all ethics laws, rules and regulations. KING AND SPALDING agrees to properly register, if necessary, as a lobbyist representing the County, and to make all necessary lobbying reports to the proper authorities.

Section 15. Performance Representation

15.1 KING AND SPALDING represents to County that KING AND SPALDING has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession, and KING AND SPALDING will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the local professional standard of care.

15.2 KING AND SPALDING represents to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 16. Assignment

16.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

16.2 Neither party may delegate any performance under this Agreement.

16.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 17. Political Contributions

All of the compensation to be paid to KING AND SPALDING is for services to be rendered and is not paid pursuant to any agreement or understanding between KING AND SPALDING and the County that KING AND SPALDING or one of its employees will make any contribution to a political party or candidate.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and KING AND SPALDING bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall KING AND SPALDING release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, KING AND SPALDING hereby verifies that KING AND SPALDING and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 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.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, KING AND SPALDING 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 section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, KING AND SPALDING 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 section 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, KING AND SPALDING 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 section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, KING AND SPALDING 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 27. Entire Agreement

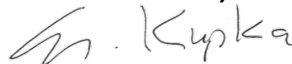
The foregoing contains the entire Agreement of the parties hereto and supersedes any and all prior written or oral Agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing signed by the parties.

{Execution Page to Follow}

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. The parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

KING & SPALDING, LLP



KP George, County Judge

Authorized Agent – Signature

Steven M. Kupka

Date

Authorized Agent- Printed Name

Partner

ATTEST:

Title

May 9, 2025

Date

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit A: Proposal letter dated January November 14, 2024

i:\agreements\2025 agreements\purchasing\county judge\king & Spalding, llp (25-cojdg-100308)\agreement for professional consulting services -- king & Spalding, llp.docx (DRP 02.26.25)

Exhibit A

(Proposal letter dated November 14, 2024)

KING & SPALDING

King & Spalding LLP
1700 Pennsylvania Avenue, NW
Suite 900
Washington, D.C. 20006

Tel: +1 202 737 0500
Fax: +1 202 626 3737
kslaw.com

Steven M. Kupka (Steve)
Partner
Direct Dial: +1 202 626 5518
skupka@kslaw.com

November 14, 2024

Shaneka Smith
Chief of Staff
Office of the County Judge KP George Fort Bend County
401 Jackson Street
Richmond, Texas 77469

Re: Proposal for Federal Affairs Advocacy and Consulting Services

Dear Ms. Smith:

Thank you for giving King & Spalding LLP ("K&S") the opportunity to propose representing Fort Bend County (the "**County**") as government relations advisors with respect to federal affairs (the "**Engagement**"). The Engagement would entail K&S serving and advising the County in the following areas:

- Lobbying the U.S. Congress on behalf of the County and advocating for appropriations for transportation and flood mitigation projects.
- Identifying additional grants or sources of funding available to fund transportation, flood mitigation, or other emergency response projects.
- Advising the County with respect to federal legislation that may impact the County and its residents.
- Engaging the Texas Congressional delegation for their support in advancing the County's legislative priorities.
- Advising the County on Risk Rating 2.0 Flood Management issues.
- Representing the County in meetings with FEMA, OMB, and The White House.

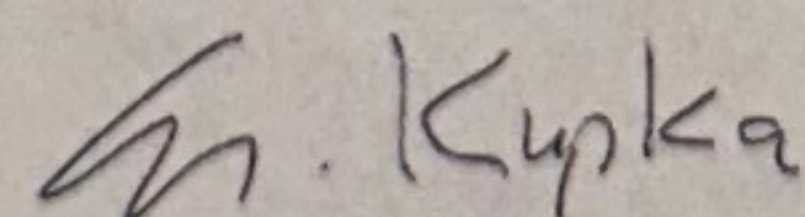
- Other support as needed, subject to agreement by the County and K&S.

K&S has numerous talented, federal lobbyists and advisors with the expertise and the bipartisan relationships necessary to advance the County's interests in Washington, DC and keep the County informed on federal affairs that impact the County. Below are some key individuals who would be available to assist and advise the County:

- Steven Kupka - Mr. Kupka, a Partner in the K&S DC office, has a robust history of service in Washington, DC, working at the White House Office of Management and Budget, the Central Intelligence Agency, the Federal Trade Commission, and the House of Representatives. Mr. Kupka has also advised and represented clients before FEMA.
- Kendrick Meek - Mr. Meek, a Senior Advisor in the K&S DC office, previously represented Florida's Seventeenth District in the U.S. Congress. Mr. Meek served on the House Ways and Means Committee and as the Chairman of the Congressional Black Caucus Foundation.
- Alexander ("Ander") Crenshaw - Mr. Crenshaw, a Senior Counsel in the K&S DC office, represented Florida's Fourth District in the U.S. Congress from 2001-2017. Mr. Crenshaw served on the House Committee on Appropriations and as a Deputy Whip. Mr. Crenshaw has strong ties with the leaders of both the House and Senate Committees on Appropriations.
- Robert Ehrlich - Mr. Ehrlich, a Senior Counsel in the K&S DC office, is the former Governor of Maryland. As Governor, Mr. Ehrlich authored the Chesapeake Bay Restoration Act to restore the estuary and launched 123 statewide transportation projects. Mr. Ehrlich also served in the U.S. Congress as a member of the House Energy and Commerce Committee.

We are willing to undertake this representation for \$75,000, to be billed in installments monthly or \$6250 per month. The Engagement would begin as of January 1, 2025, and would end on December 31, 2025. Please let us know if you have any questions with respect to this proposed Engagement.

Sincerely,



Steven M. Kupka