



January 31, 2023

Waterloo Capitol
Attn: Robert Howden
604 West 14th
Austin, TX 78701

Reference: RFP# 22-007 Legislative Consultant

Dear Mr. Howden,

The purpose of this letter is to inform you that your bid for RFP #22-007, Legislative Consultant with the City of Carrollton, has been renewed for twelve additional months.

Since the bid was awarded, the city has updated our renewal documents with the State law changes which all awarded vendors must acknowledge. Your required signature below will acknowledge you and your company are in compliance with the new provisions:

Abortion Prohibition

Texas Government Code § 2273.003 prohibits certain transactions between a governmental entity and an abortion provider or affiliate of the provider. Bidder or vendor verifies to City that it is not an abortion provider or affiliate of an abortion provider.

Contracts at value of \$100,000.00 or more

Texas Government Code § 2274 prohibits Bidder or vendor to have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearms trade association; and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

If you have any price changes, please so note on a separate page based on the original details provided in the bid of 22-007.

The new bid/agreement number will be 22-007-1, and the contract renewal will be in effect for the following dates:

01/12/2023- 01/11/2024

If you have any questions, please feel free to contact me at (972)466-3115. Again, please forward all completed documents to my attention.

Thanks for your cooperation.

Best Regards,

Patty Helms
City of Carrollton
Purchasing Manager

Please sign below as agreement and acknowledgement of this award and/or renewal.

Howden Waterloo Capitol 2/12/23
Company Name Date

THE STATE OF TEXAS §
 Consultant **Contract with** Waterloo Capitol Public
COUNTY OF DALLAS Affairs

THIS CONSULTANT CONTRACT (“Contract”) is entered into on this 14th day of January, 2022, by and between the **CITY OF CARROLLTON, TEXAS**, a municipal corporation located in Dallas County, Texas, (hereinafter referred to as “City”), acting by and through its City Manager or their designee, and Waterloo Capitol Public Affairs (“hereinafter referred to as “Consultant”) whose address is 604 W. 14th St., Austin, TX 78701.

WITNESSETH:

WHEREAS, City desires to obtain services from Consultant for Legislative Consulting Services, **RFP #22-007**; and

WHEREAS, Consultant is qualified to provide such services and is willing to undertake the performance of such services for City in exchange for fees hereinafter specified; NOW, THEREFORE,

NOW, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Discrimination Prohibited

The Consultant will not discriminate against anyone on the basis of race, color, national origin, age, handicap, creed, religion, sex, ancestry, or place of birth in the provision of services to the public and will comply with all applicable provisions of Title VII of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973.

II

Employment of Consultant

Consultant will perform as an independent contractor all services under this Contract in a manner to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the insurance profession, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Consultant is representing that it has special expertise in one or more areas to be utilized in this Contract, then Consultant agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

III.

Independent Contractor

Consultant’s status shall be that of an Independent Contractor and not an agent, servant, employee, or representative of City in the performance of this Contract. No term or provision of or act of Consultant

or City under this Contract shall be construed as changing that status. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

IV.
Scope of Services

Consultant shall perform such services as are necessary to provide cyber insurance specifically including, but not necessarily limited to, the tasks enumerated more fully in RFP # 22-007 and Consultant's proposal attached hereto as Attachment "A" and entitled "Scope of Work". Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the following order of precedence shall govern the Contract and its Attachments, with the first listed having precedence over any documents listed thereunder: (1) This Contract; (2) RFP # 22-007; (3) Consultant's proposal.

V.
Payment for Services

Total annual payment for services described herein shall be a sum not to exceed Seventy Thousand and No/100 Dollars (\$70,000.00). This amount shall be scheduled as a monthly retainer fee of Fifty-Five Hundred and No/100 Dollars (\$5500.00) for services. Consultant shall not receive any benefits or pay for time away from the workplace in the duration of the Contract. Payment is contingent upon completed work products. This payment for services includes Consultant's ordinary expenses.

Additional expenses, which are extraordinary in nature, shall be approved in advance by City in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the City pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the City shall remain the sole responsibility of the Consultant. Any extraordinary expenses must be supported by documentation to be considered for compensation. Documentation must be delivered no later than seventy-two (72) hours after the expense was incurred.

Within thirty (30) days of receipt of each such monthly invoice City shall make monthly payments in the amount shown by Consultant's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

The City's obligation to pay Consultant the compensation provided for in this section ceases upon

the expiration or termination of the Contract.

VI.
Taxes

Consultant agrees and acknowledges that the City is not responsible for the withholding or the payment of any social security taxes, federal unemployment taxes or federal income taxes. Consultant acknowledges and agrees that he/she/it is obligated to report to the Internal Revenue Service (IRS) all compensation he/she/it earns under this Contract and to pay all local, state, or federal income tax due and owing on such compensation. On an annual basis, the City will prepare a Form 1099 which will reflect compensation paid to Consultant under this Contract. Any Form 1099 by the City will be mailed to the address referenced above, unless otherwise provided by Consultant to the City.

VII.
Supplies and Expenses

The City agrees to make available to consultant the workspace, computer, telephone, and internet access for use in the services provided by Consultant under this Contract.

The City is not responsible for repair or replacement of any personal equipment or other items used or provided by Consultant.

Consultant is responsible for incurrence of costs associated with local travel required during the term of this Contract unless prior approval is received by City.

VIII.
Public Information Act

City of Carrollton is subject to the provisions of the Texas Public Information Act ("PIA"). If a request for disclosure of this Agreement or any information related to the goods or services provided under the Agreement or information provided to City of Carrollton under this Agreement that constitutes a record under the Act is received by City of Carrollton, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. CONSULTANT authorizes City to submit any information contained in the Agreement, provided under the Agreement, or otherwise requested to be disclosed, including information CONSULTANT has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the Act. If City of Carrollton does not have a good faith belief that information may be subject to an exception to disclosure, City of Carrollton is not obligating itself by this Agreement to submit the information to the Attorney General. City of Carrollton agrees to notify CONSULTANT within ten days of receipt of a request for disclosure of any information labeled as confidential or proprietary, or that City believes to be confidential or proprietary. It shall be the responsibility of CONSULTANT to make any legal argument to the Attorney General or appropriate court of law in compliance with the PIA regarding the exception of the information in question from disclosure. CONSULTANT waives any claim against and releases from liability City of Carrollton, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this

Agreement or otherwise created, assembled, maintained, or held by CONSULTANT and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

IX.
Insurance

The City of Carrollton is willing to waive both the additional insured and the general liability /E & O parts as it pertains to the insurance requirements as listed within the RFP#22-007.

We would require verification be submitted with a copy of the existing automotive insurance certificate for each potential response.

Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum bodily injury and property damage limit of \$1000,000 per occurrence.

X.
Revisions of the Scope of Services

City reserves the right to revise or expand the scope of services after due approval by City as City may deem necessary, but in such event, City shall pay Consultant equitable compensation for such services. In any event, when Consultant is directed to revise or expand the scope of services under this Section of the Contract, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Contract, City must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Program.

It is expressly understood and agreed by Consultant that any compensation not specified in Paragraph V herein above may require Carrollton City Council approval and is subject to the current budget year limitations.

XI.
Term

The terms of this Contract will begin when it has been signed by both the City and Consultant. This Contract will expire twelve (12) months from the effective date, unless terminated earlier by the City in accordance with the terms of the Contract. The Contract, however, may be renewed by mutual consent of the parties for four (4) additional terms, consisting of one (1) year each, provided Consultant gives written notice of his/her/its intent to renew to the City at least ninety (90) days prior to the expiration of the current term, and subject to available City funding for the applicable City fiscal year.

XII.
Contract Termination

The City may terminate this Contract for any reason with thirty (30) days written notice thereof. In the event the City terminates this Contract, Consultant shall be paid compensation on a prorated basis for work completed up to the date of termination.

XIII.
Ownership of Data and Documents

All data, materials or documents prepared or assembled by Consultant under this Contract shall become the sole property of City and shall be delivered to City without restriction on future use. Consultant agrees Consultant shall not use or make available for use any data or information belonging to or maintained by the City to any person not an employee of the City except as specifically required by the City Manager, the City's Director of IT, or as specifically required as part of the Consultant's duties stated herein.

XIV.
Right to Inspect Records

Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant involving transactions relating to this Contract.

Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such sub-contractor involving transactions to the subcontract.

XV.
Equitable Relief

Consultant acknowledges that irreparable injury will result to the City in the event of Consultant's breach of any of the provisions herein. Consequently, in addition to any other rights or remedies available to the City for breach of this Contract by Consultant, the City shall be entitled to enforcement by temporary restraining order and/or injunction. The rights and remedies of the City under this Contract (or otherwise) are cumulative, and no one of them is exclusive of any other or of any right or remedy allowed by law.

XVI.
Successors and Assigns

City and Consultant each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither City nor Consultant shall assign or transfer its interest herein without the prior written consent of the other.

XVII.
HOLD HARMLESS AND INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, HARMLESS FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, CITATIONS, CLAIMS, LAWSUITS, JUDGMENTS, DAMAGES, DEMANDS, LIABILITIES, COSTS, LOSSES, PENALTIES, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH

RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S BREACH OF ANY OF THESE TERMS AND CONDITIONS, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW, AND CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 (A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ENFORCING THIS INDEMNITY.

XVIII. Default

If at any time during the term of this Contract, Consultant shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then City shall have the right, if Consultant shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy due to Consultant's nonperformance under this Contract, the cost to City to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. Consultant's liability under this provision shall be limited to the total dollar amount of this Contract.

City's remedies for Consultant's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at City's sole exclusive choice:

- (a) Specific performance of the Contract.
- (b) Re-performance of this Contract at no extra charge to City; or,
- (c) Monetary damages in an amount not to exceed the greater of:
 - (1) The amount of any applicable insurance coverage Consultant is required to purchase and maintain under this Contract plus any deductible amount to be paid by Consultant in conjunction with said coverage regardless of whether Consultant has actually purchased and maintained said coverage; or,
 - (2) The total dollar amount of this Contract.

The terms of Sections XVII entitled Indemnification, and XXI entitled Confidential Information shall survive termination of this Contract.

XIX.
Changes

City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between City and Consultant shall be incorporated by written modification to this Contract.

XX.
Conflict of Interest

Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by Consultant pursuant to this Contract will be conducted by employees, associates or subcontractors of Consultant.

XXI.
Confidential Information

Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public, or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Carrollton, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information.

The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant or are required to be disclosed by a governmental authority. Consultant agrees and acknowledges that the determination of what constitutes confidential information is a matter of state law, pursuant to Chapter 552 of the Texas Government Code, and that the City is legally obligated to comply with such statute.

XXII.
Mailing Address

All notices and communications under this Contract to be mailed to City shall be sent to the address of City's agent as follows, unless and until Consultant is otherwise notified:

Purchasing Manager
City of Carrollton
1945 E. Jackson Rd
Carrollton, Texas 75006

Notices and communications to be mailed or delivered to Consultant shall be sent to the address of Consultant as follows, unless and until City is otherwise notified:

Waterloo Capitol Public Affairs
604 W. 14th St.
Austin, TX 78701

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted or personally delivered by the sending party.

XXIII.
Applicable Law

The Contract is entered into subject to the Carrollton City Charter, ordinances, and policies of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state, or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Contract is agreed to be Dallas County, Texas, for all purposes, including performance and execution.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants,

conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Controlling Law & Venue

The parties to this Contract agree and covenant that the laws of the state of Texas shall control any dispute between the parties arising out of or related to this Contract, and the venue of any dispute will be and remain in Dallas County, Texas.

XXX.
No Third-Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Contract are not intended to release, either by

contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

XXXI.
No Terrorist Organization

Texas Government Code §2270.002 forbids Texas government entities from entering a contract of \$100,000 or more with any company that excludes or boycotts Israel or will do so during the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governmental entities from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. By signature hereto, Consultant verifies this Contract is in compliance with Section 2252.152, Consultant is not identified on a list maintained pursuant to Texas Government Code Section 806.051, 807.051 or 2253.153, and that Consultant does not boycott Israel and will not boycott Israel during the term of this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF CARROLLTON

By: Robert B. Scott
Robert B. Scott
Assistant City Manager
Date Signed: 2/9/22



ATTEST:

Chloe Sawatzky
Laurie Garber *Chloe Sawatzky*
City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd
Meredith A. Ladd
City Attorney

ROBERT S. HOWDEN
(Consultant's Name)
By: [Signature]
Date Signed: 2/1/22

THE STATE OF TEXAS
COUNTY OF Travis

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This instrument was acknowledged before me on the 1st day of February, 2022, by Robert Howden in his capacity as CONSULTANT/PRES of WATERLOO CAPITOL PUBLIC AFFAIRS, a _____ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of WATERLOO CAPITOL PUBLIC AFFAIRS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 1st
DAY OF February, 2022. Jaida Langston

Notary Public Travis County, Texas
My commission expires 2/27/25

