

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-004

**APPROVING CONTRACTS WITH IMPERIUM PUBLIC AFFAIRS LLC &
INFRASTRUCTURE SOLUTIONS INC. FOR GOVERNMENT RELATIONS SERVICES**

WHEREAS, the Mobility Authority desires to obtain government relations consulting services to advise the Mobility Authority in support of its mission and goals; and

WHEREAS, on November 1, 2019, the Executive Director issued a request for proposals (RFP) to firms interested in providing government relations services to the Mobility Authority, and received timely responses from six qualified firms; and

WHEREAS, in accordance with Mobility Authority procurement policies, the Mobility Authority evaluated the written submissions from each of the six firms; and

WHEREAS, based on the evaluation of the responses to the RFP, the Executive Director recommends awarding contracts for government relations services to Imperium Public Affairs LLC and to Infrastructure Solutions Inc.; and

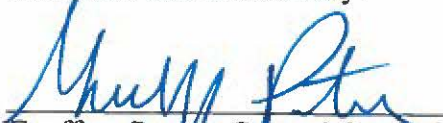
WHEREAS, the Executive Director requests authorization from the Board to execute a contract for government relations services with Imperium Public Affairs LLC in an amount not to exceed \$195,500 and in the form or substantially the same form attached hereto as Exhibit A; and

WHEREAS, the Executive Director requests authorization from the Board to execute a contract for government relations services with Infrastructure Solutions Inc. in an amount not to exceed \$172,500 and in the form or substantially the same form attached hereto as Exhibit B.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to finalize and execute contracts for government relations services with Imperium Public Affairs LLC in an amount not to exceed \$195,500 and Infrastructure Solutions Inc. in an amount not to exceed \$172,500 and in substantially the same form as attached hereto as Exhibit A and Exhibit B respectively.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of January 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

Imperium Public Affairs LLC Agreement

**GOVERNMENT RELATIONS CONSULTING SERVICES AGREEMENT
BETWEEN
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
IMPERIUM PUBLIC AFFAIRS, LLC**

This Government Relations Consulting Services Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “Mobility Authority”), a Texas political subdivision, and Imperium Public Affairs (the “Consultant”), a Texas Limited Liability Company, to be effective as of the 3rd day of February, 2020 (the “Effective Date”).

WITNESSETH:

WHEREAS, the Mobility Authority desires to obtain the services of a firm to provide government relations consulting services and advice to the Mobility Authority in support of its mission and goals; and

WHEREAS, the Mobility Authority solicited proposals from firms interested in providing government relations consulting services and the Consultant was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the request for proposals submitted by Consultant, the Mobility Authority selected Consultant as the best qualified firm to provide government relations consulting services; and

WHEREAS, by Resolution No. ____, the Mobility Authority’s Board of Directors (“Board of Directors”) approved the selection of Consultant and authorized the Mobility Authority’s Executive Director to finalize and execute a contract for government relations consulting services.

NOW, THEREFORE, the Mobility Authority and Consultant, in consideration of the mutual covenants and agreement herein contained, do hereby agree as follows:

**ARTICLE I
RETENTION OF THE CONSULTANT**

The Mobility Authority agrees to and hereby retains Consultant as an independent contractor, in accordance with the terms and conditions of this Agreement. The Consultant will be required to complete tasks described herein, in consultation with the Mobility Authority and within the budget established by the Board of Directors.

**ARTICLE II
SCOPE OF SERVICES**

Consultant covenants and agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A (the “Services”) in a professional and complete manner in all respects. The Services may be performed directly by Consultant or, subject to the agreement of

the Mobility Authority, provided by Consultant through its subcontractors and subconsultants. Consultant agrees to provide adequate resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the Mobility Authority. Without limiting any of its other rights under this Agreement or otherwise, the Mobility Authority may withhold payment of fees or reimbursement of expenses to Consultant if the Consultant fails to meet any provision of this Agreement regarding the Services, and the failure or noncompliance is not due to the fault of the Mobility Authority.

ARTICLE III TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date, terminating on the 31st day of December, 2021. By mutual written agreement of the Mobility Authority and Consultant, this Agreement may be extended for up to two (2) additional two-year periods.

Either party may terminate this Agreement for any reason, with or without cause, and thereby sever the independent contractor relationship between Consultant and the Mobility Authority, by providing a minimum of thirty (30) days prior written notice of its election to terminate to the other party. However, any termination for cause by Mobility Authority is effective immediately upon the delivery of notice of termination to Consultant. The Mobility Authority may terminate this Agreement for cause if Consultant fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in activity that, in the Mobility Authority's sole judgment, would subject the Mobility Authority in any manner to damages, liability, or damage to the Mobility Authority's reputation. Upon any termination, the Mobility Authority shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the Mobility Authority in accordance with the terms of this Agreement which are incurred before the termination date provided that Consultant has made reasonable efforts to mitigate all costs or other damages associated with the termination.

ARTICLE IV PAYMENT FOR SERVICES

1. Monthly Compensation. Consultant shall receive a monthly payment of \$8,500 to provide the Services

2. Reimbursement. The Mobility Authority shall reimburse Consultant for reasonable, ordinary, and necessary business expenses incurred by Consultant in performing the authorized duties and Services, including all reasonable out-of-pocket, third-party vendor expenses incurred by Consultant in performing the Services, direct expenses such as reasonable postage, delivery, shipping, duplication, printing costs; supplies and out of pocket expenses for production, on-line research, media, and purchased goods necessary to perform the Services.

The Mobility Authority shall reimburse Consultant monthly for pre-approved (in writing) travel and related expenses incurred by Consultant or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, courier services and overnight delivery. Except with respect to meals incurred in connection with pre-approved travel, meals and alcohol are not reimbursable.

Consultant shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Mobility Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status described in Article IV, Section 3.

3. Overall Compensation. The Board of Directors shall identify an annual budget amount for government relations consulting services in each annual budget it approves. The aggregate of expenditures approved under this Agreement may not exceed, on corresponding annual basis, the amount identified in the budget for government relations consulting services without a corresponding amendment to the budget approved by the Mobility Authority Board of Directors. All payments to be made by the Mobility Authority to Consultant pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code.

4. Attendance at Meetings. At the request of the Authority, the Consultant shall provide appropriate personnel for meetings of the Mobility Authority Board of Directors, conferences at its offices, or attend meetings and conferences at the various offices of other consultants serving the Authority or at any other reasonably convenient location. Without limiting the foregoing, the Consultant shall provide personnel for periodic meetings with other parties when requested by the Authority and at such locations designated by the Authority. Pre-approved travel will be reimbursed according to Article IV, Section 2, of this Agreement.

5. Invoicing. Consultant shall bill the Mobility Authority for Services rendered and the reimbursable expenses incurred by providing to the Mobility Authority a monthly invoice dated on the last day of each month and delivered on or before the 15th day of the following month. Each monthly invoice generally describe the Services performed and any reimbursable expenses incurred by Consultant from, as applicable, the first day of the month through the last day of that month (each such period being called a "Pay Period" under this Agreement). Each monthly invoice must include the total amounts payable for the Pay Period, the total amount paid during the then-current calendar year, and such other detail or information as the Mobility Authority requests from time to time. Consultant shall certify each monthly invoice as true and correct for the month for which invoiced Services were provided and reimbursable expenses were incurred.

Upon receipt of an invoice that complies with the requirements set forth herein, the Mobility Authority shall pay all undisputed amounts, which are due and payable within thirty (30) days. The Mobility Authority reserves the right to withhold payment of all or part of a Consultant billing statement in the event of any of the following: (1) dispute over the work or costs thereof is not resolved within a thirty (30) day period; (2) pending verification of satisfactory work performed; or (3) if required reports are not received.

Monthly invoices shall be sent to:

Dee Anne Heath, Director of External Affairs
Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705

**ARTICLE V
SUBCONSULTANTS AND KEY PERSONNEL**

The Consultant may provide for the performance of portions of the Services with the assistance of one or more subconsultants, provided that any subconsultant proposed to be utilized is approved, in advance and in writing, by the Mobility Authority. In the event Consultant does utilize one or more approved subconsultants, Consultant shall remain fully liable for the actions or inactions of such subconsultants and shall be solely responsible for compensating the subconsultants.

Consultant acknowledges and agrees that the individual(s) identified as Key Personnel on Appendix B are key and integral to the satisfactory performance of Consultant under this Agreement. Throughout the term of this Agreement, Consultant agrees that the identified individual(s), whether employee(s) of Consultant or of an approved subconsultant selected and engaged by Consultant, will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The failure or inability of any such individual to devote sufficient time and attention to the Services shall, at the Mobility Authority's option, constitute a default requiring Consultant promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. In the event of the death or disability of any such individual or his/her disassociation from Consultant, Consultant shall have thirty (30) days in which to identify and propose a replacement acceptable to Mobility Authority. The failure to identify an acceptable replacement shall be an event of default.

**ARTICLE VI
REMOVAL OF PERSONNEL**

All persons providing the Services, whether employees of Consultant or of an approved subconsultant selected and engaged by Consultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Mobility Authority, is incompetent or by his or her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, promptly be removed from providing the Services to the Mobility Authority. If requested, Consultant shall furnish the Mobility Authority with an equally qualified candidate for replacement of the removed person within ten (10) days thereafter; provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

**ARTICLE VII
RELATIONSHIP BETWEEN THE PARTIES**

The parties recognize that the Mobility Authority, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and Consultant. Consultant acknowledges and agrees that neither it, nor any of Consultant's employees, officers, agents, or contractors, shall be considered an employee of the Mobility Authority for any purpose.

In the performance of the Services, Consultant as an independent contractor possesses the sole right to supervise, manage, operate, control, and direct the performance of the details incident to the Services. Consultant is not entitled to any insurance, pension, vacation, sick leave, or other benefits customarily afforded to employees of the Mobility Authority. Nothing in this Agreement is deemed or construed to create a partnership, joint venture, or joint enterprise; or relationship of employee-employer or principal-agent.

ARTICLE VIII REPRESENTATION AND WARRANTIES

Consultant represents and warrants that the individual executing this Agreement on behalf of Consultant is duly authorized by Consultant to do so, and that this Agreement constitutes a valid and legally binding agreement of Consultant enforceable against it in accordance with its terms.

Consultant further represents and warrants to the Mobility Authority that Consultant (a) is under no contractual or other restriction or obligation, the compliance with which is inconsistent with or would hinder the execution of this Agreement, the performance of Consultant's obligations hereunder, or of the rights of the Mobility Authority hereunder; (b) in relation to its engagement hereunder, and without limiting the representation in preceding clause, is not a contractor, or representative of, or contractor for any other firm currently under contract with the Mobility Authority or intending to bid for any contract; (c) is under no financial constraints that would hinder the full performance of the obligations under this Agreement; and (d) is not under contract, and must not without the Mobility Authority's prior written consent, contract with any company, organization, or person that the Mobility Authority reasonably believes to be in opposition or hostile to the Mobility Authority's operation and mission.

Consultant further represents and warrants that it has complied with, and will continue to comply with, all registration and reporting requirements proscribed by Chapter 305, Texas Government Code, administrative rules and requirements promulgated by the Texas Ethics Commission, and all other laws applicable to the activities of Consultant in performing the Services.

Consultant further represents and warrants that it will not, on behalf of other clients of Consultant, advocate for positions or actions that are adverse to or in conflict with the interests of the Mobility Authority, and that it shall at all times comply with the requirements of Sec. 305.028, Texas Government Code, regarding "Prohibited Conflicts of Interest."

ARTICLE IX INDEMNIFICATION; LIMITATION ON LIABILITY

CONSULTANT SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY THIRD PARTY CLAIMS, COSTS, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY, "CLAIMS"), TO THE EXTENT ARISING FROM CONSULTANT'S PERFORMANCE OF THE SERVICES TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH

CLAIM IS BASED IN CONTRACT, TORT, OR STRICT LIABILITY. CONSULTANT ALSO SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY CLAIMS (AS DEFINED ABOVE), TO THE EXTENT ARISING FROM CONSULTANT'S MATERIAL BREACH OF THIS AGREEMENT. IN THE EVENT THE MOBILITY AUTHORITY, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THE CONSULTANTS ARE FOUND, INDIVIDUALLY OR COLLECTIVELY, TO BE PARTIALLY AT FAULT WITH RESPECT TO A CLAIM (AS DEFINED ABOVE) UNDER THIS PARAGRAPH, CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY, AND ITS EMPLOYEES, DIRECTORS, AGENTS AND CONSULTANTS FROM AND AGAINST THE PORTION OF SUCH CLAIM RELATING TO PERCENTAGE OF FAULT ATTRIBUTABLE TO CONSULTANT, ITS EMPLOYEES, AGENTS, OR CONTRACTORS SELECTED AND ENGAGED BY CONSULTANT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY), BUT EXCLUDING DAMAGES AND CLAIMS COVERED BY INSURANCE PROCEEDS, SHALL NOT EXCEED DOUBLE THE AMOUNT SET FORTH IN THE MOBILITY AUTHORITY'S ANNUAL BUDGET.

THE FOREGOING LIMIT OF LIABILITY SHALL NOT EXCLUDE OR AFFECT (A) ANY LIABILITY FOR GROSS NEGLIGENCE, FRAUD, INTENTIONAL MISCONDUCT, OR CRIMINAL ACTS BY CONSULTANT, IT'S EMPLOYEES OR SUBCONSULTANTS AND (B) ANY LIABILITY FOR ANY TYPE OF DAMAGE OR LOSS, TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY INSURANCE PROCEEDS FROM INSURANCE CONSULTANT CARRIES, REGARDLESS OF WHETHER REQUIRED TO BE CARRIED HEREUNDER.

ARTICLE X GENERAL PROVISIONS

1. Compliance with Laws. Consultant and the Mobility Authority each shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, codes, and regulations, and with the orders and decrees of any courts, administrative bodies, or tribunals in any matter affecting its performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

2. Audit. The Mobility Authority shall have the exclusive right to examine Consultant's books and records as they relate to the Services performed to verify the costs or expenses incurred in the performance of this Agreement. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the term of the Agreement and for four (4) years

from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last.

3. **Entire Agreement.** This Agreement is the entire agreement of the parties, and supersedes any and all oral representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Agreement that are not incorporated in writing in this Agreement.

4. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

5. **Exclusive Jurisdiction and Venue.** Consultant agrees that the exclusive jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of or relating to the Agreement, shall be in Travis County, Texas. Consultant waives all objections it might have to the jurisdiction or venue of such court and hereby consents to such court's jurisdiction, regardless of Consultant's residence or domicile, for any such action or proceeding.

6. **Invalidity.** If any term or condition of this Agreement is declared legally invalid or unenforceable by a court of competent jurisdiction, that decision does not affect the validity of any remaining terms and conditions in this Agreement. Terms and conditions not declared invalid remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid term or condition.

7. **Modification.** This Agreement may not be changed, altered, or modified unless in writing and signed by the parties.

8. **Binding Effect.** The rights and benefits of Consultant under this Agreement are personal to Consultant and may not be subject to voluntary or involuntary alienation, assignment, subletting, or transfer. This Agreement may, upon prior notice to Consultant, be assigned by the Mobility Authority and inure to the benefit of any assignee which is a governmental or political subdivision entity engaged in the same or similar mission as the Mobility Authority.

9. **Waiver.** Waiver by the Mobility Authority or Consultant of any breach of this Agreement by the other party is not effective unless in writing, and no such waiver operates as a waiver of any subsequent breach.

10. **Acknowledgment.** Each party agrees by its signature to this Agreement that it (a) fully understands the Agreement's purposes, terms, and provisions, (b) has obtained advice of legal counsel for review of this Agreement and has had substantial involvement in its preparation, and (c) expressly acknowledges receipt of a copy of this Agreement.

11. **Benefits Inured.** This Agreement is solely for the benefit of the parties and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

12. **Survival.** Articles VIII and IX and this Section survive the expiration or termination of this Agreement for any reason.

13. Availability of Funds. The awarding of this Agreement and continuation hereof is dependent upon the availability of funding and budget authorization during the entire term of this Agreement.

14. Notices. Notice is deemed given under this Agreement (a) when delivered by hand; (b) one business day after being deposited with a reputable overnight air courier service; or (c) three business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of Consultant:

Trent Townsend & Michael Grimes
Imperium Public Affairs
Physical Address:
The Westgate Building
1122 Colorado Street, Suite 208
Austin, Texas 78701

Mailing Address:
Capitol Station
PO Box 13382
Austin, Texas 78711

In the case of the Mobility Authority:

Dee Anne Heath, Director of External Affairs
Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705

With a copy to:

Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705

Either Party hereto may from time to time change its address for notification purposes by giving the other Party prior written notice of the new address and the date upon which it will become effective.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and year first written above.

**IMPERIUM PUBLIC
AFFAIRS LLC**

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Trent Townsend
Partner

By: _____
Mike Heiligenstein
Executive Director

Appendix A

SCOPE OF SERVICES

This Appendix A is attached to and made a part of the Government Relations Consulting Services Agreement between the Mobility Authority and the Consultant effective as of the 3rd day of February, 2020. Any term used in this appendix has the meaning given to that term by the Agreement. The Consultant will work in collaboration with the Mobility Authority to provide the Services and work cooperatively and collaboratively with the Mobility Authority's other consultants. The Services to be provided by the Consultant include the following key elements:

- Represent the Mobility Authority before the Texas Legislature and other federal, state and local governmental bodies as directed by Mobility Authority.
- Assist in developing a legislative agenda identifying priorities of the Mobility Authority prior to each legislative session.
- Establish consistent communications with specifically identified legislators from the region and those in leadership/committee positions in the legislature, the policy/regulatory staff to the offices of the Governor, Lt. Governor and the Speaker of the House.
- Strategic counseling in preparation of plans, timelines, and approach to pursuing the Mobility Authority's legislative agenda.
- Assistance in coordinating meetings with, and communications to, elected and appointed officials.
- In consultation with the Mobility Authority, engage in direct and ongoing contact with all appropriate elected and appointed officials at all levels of government to enhance familiarity with the Mobility Authority, its projects, and its legislative priorities.
- Coordinate with members, businesses, associates, interest groups and any other private or public entity to support the objectives of Mobility Authority.
- Other services reasonably related to the provision of the government relations services.

Appendix B

KEY PERSONNEL

Trent Townsend
Partner
Imperium Public Affairs

Michael Grimes
Partner
Imperium Public Affairs

Price Ashley
Associate
Imperium Public Affairs

Exhibit B

Infrastructure Solutions Inc.

**GOVERNMENT RELATIONS CONSULTING SERVICES AGREEMENT
BETWEEN
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
INFRASTRUCTURE SOLUTIONS, INC.**

This Government Relations Consulting Services Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “Mobility Authority”), a Texas political subdivision, and Infrastructure Solutions, Inc. (the “Consultant”), a Texas corporation, to be effective as of the 3rd day of February, 2020 (the “Effective Date”).

WITNESSETH:

WHEREAS, the Mobility Authority desires to obtain the services of a firm to provide government relations consulting services and advice to the Mobility Authority in support of its mission and goals; and

WHEREAS, the Mobility Authority solicited proposals from firms interested in providing government relations consulting services and the Consultant was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the request for proposals submitted by Consultant, the Mobility Authority selected Consultant as the best qualified firm to provide government relations consulting services; and

WHEREAS, by Resolution No. ____, the Mobility Authority’s Board of Directors (“Board of Directors”) approved the selection of Consultant and authorized the Mobility Authority’s Executive Director to finalize and execute a contract for government relations consulting services.

NOW, THEREFORE, the Mobility Authority and Consultant, in consideration of the mutual covenants and agreement herein contained, do hereby agree as follows:

**ARTICLE I
RETENTION OF THE CONSULTANT**

The Mobility Authority agrees to and hereby retains Consultant as an independent contractor, in accordance with the terms and conditions of this Agreement. The Consultant will be required to complete tasks described herein, in consultation with the Mobility Authority and within the budget established by the Board of Directors.

**ARTICLE II
SCOPE OF SERVICES**

Consultant covenants and agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A (the “Services”) in a professional and complete manner in all respects. The Services may be performed directly by Consultant or, subject to the agreement of the Mobility Authority, provided by Consultant through its subcontractors and subconsultants.

Consultant agrees to provide adequate resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the Mobility Authority. Without limiting any of its other rights under this Agreement or otherwise, the Mobility Authority may withhold payment of fees or reimbursement of expenses to Consultant if the Consultant fails to meet any provision of this Agreement regarding the Services, and the failure or noncompliance is not due to the fault of the Mobility Authority.

ARTICLE III TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date, terminating on the 31st day of December, 2021. By mutual written agreement of the Mobility Authority and Consultant, this Agreement may be extended for up to two (2) additional two-year periods.

Either party may terminate this Agreement for any reason, with or without cause, and thereby sever the independent contractor relationship between Consultant and the Mobility Authority, by providing a minimum of thirty (30) days prior written notice of its election to terminate to the other party. However, any termination for cause by Mobility Authority is effective immediately upon the delivery of notice of termination to Consultant. The Mobility Authority may terminate this Agreement for cause if Consultant fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in activity that, in the Mobility Authority's sole judgment, would subject the Mobility Authority in any manner to damages, liability, or damage to the Mobility Authority's reputation. Upon any termination, the Mobility Authority shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the Mobility Authority in accordance with the terms of this Agreement which are incurred before the termination date provided that Consultant has made reasonable efforts to mitigate all costs or other damages associated with the termination.

ARTICLE IV PAYMENT FOR SERVICES

1. **Monthly Compensation.** Consultant shall receive a monthly payment of \$7,500 to provide the Services

2. **Reimbursement.** The Mobility Authority shall reimburse Consultant for reasonable, ordinary, and necessary business expenses incurred by Consultant in performing the authorized duties and Services, including all reasonable out-of-pocket, third-party vendor expenses incurred by Consultant in performing the Services, direct expenses such as reasonable postage, delivery, shipping, duplication, printing costs; supplies and out of pocket expenses for production, on-line research, media, and purchased goods necessary to perform the Services.

The Mobility Authority shall reimburse Consultant monthly for pre-approved (in writing) travel and related expenses incurred by Consultant or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, courier services and overnight delivery. Except with respect to meals incurred in connection with pre-approved travel, meals and alcohol are not reimbursable.

Consultant shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Mobility Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status described in Article IV, Section 3.

3. Overall Compensation. The Board of Directors shall identify an annual budget amount for government relations consulting services in each annual budget it approves. The aggregate of expenditures approved under this Agreement may not exceed, on corresponding annual basis, the amount identified in the budget for government relations consulting services without a corresponding amendment to the budget approved by the Mobility Authority Board of Directors. All payments to be made by the Mobility Authority to Consultant pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code.

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Monthly invoices shall be sent to:

Dee Anne Heath, Director of Government Relations and Communications
Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705

**ARTICLE V
SUBCONSULTANTS AND KEY PERSONNEL**

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Consultant acknowledges and agrees that the individual(s) identified as Key Personnel on Appendix B are key and integral to the satisfactory performance of Consultant under this Agreement. Throughout the term of this Agreement, Consultant agrees that the identified individual(s), whether employee(s) of Consultant or of an approved subconsultant selected and engaged by Consultant, will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The failure or inability of any such individual to devote sufficient time and attention to the Services shall, at the Mobility Authority's option, constitute a default requiring Consultant promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. In the event of the death or disability of any such individual or his/her disassociation from Consultant, Consultant shall have thirty (30) days in which to identify and propose a replacement acceptable to Mobility Authority. The failure to identify an acceptable replacement shall be an event of default.

**ARTICLE VI
REMOVAL OF PERSONNEL**

All persons providing the Services, whether employees of Consultant or of an approved subconsultant selected and engaged by Consultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Mobility Authority, is incompetent or by his or her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, promptly be removed from providing the Services to the Mobility Authority. If requested, Consultant shall furnish the Mobility Authority with an equally qualified candidate for replacement of the removed person within ten (10) days thereafter; provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

**ARTICLE VII
RELATIONSHIP BETWEEN THE PARTIES**

The parties recognize that the Mobility Authority, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and Consultant. Consultant acknowledges and agrees that neither it, nor any of Consultant's employees, officers, agents, or contractors, shall be considered an employee of the Mobility Authority for any purpose.

In the performance of the Services, Consultant as an independent contractor possesses the sole right to supervise, manage, operate, control, and direct the performance of the details incident to the Services. Consultant is not entitled to any insurance, pension, vacation, sick leave, or other benefits customarily afforded to employees of the Mobility Authority. Nothing in this Agreement is deemed or construed to create a partnership, joint venture, or joint enterprise; or relationship of employee-employer or principal-agent.

ARTICLE VIII REPRESENTATION AND WARRANTIES

Consultant represents and warrants that the individual executing this Agreement on behalf of Consultant is duly authorized by Consultant to do so, and that this Agreement constitutes a valid and legally binding agreement of Consultant enforceable against it in accordance with its terms.

Consultant further represents and warrants to the Mobility Authority that Consultant (a) is under no contractual or other restriction or obligation, the compliance with which is inconsistent with or would hinder the execution of this Agreement, the performance of Consultant's obligations hereunder, or of the rights of the Mobility Authority hereunder; (b) in relation to its engagement hereunder, and without limiting the representation in preceding clause, is not a contractor, or representative of, or contractor for any other firm currently under contract with the Mobility Authority or intending to bid for any contract; (c) is under no financial constraints that would hinder the full performance of the obligations under this Agreement; and (d) is not under contract, and must not without the Mobility Authority's prior written consent, contract with any company, organization, or person that the Mobility Authority reasonably believes to be in opposition or hostile to the Mobility Authority's operation and mission.

Consultant further represents and warrants that it has complied with, and will continue to comply with, all registration and reporting requirements proscribed by Chapter 305, Texas Government Code, administrative rules and requirements promulgated by the Texas Ethics Commission, and all other laws applicable to the activities of Consultant in performing the Services.

Consultant further represents and warrants that it will not, on behalf of other clients of Consultant, advocate for positions or actions that are adverse to or in conflict with the interests of the Mobility Authority, and that it shall at all times comply with the requirements of Sec. 305.028, Texas Government Code, regarding "Prohibited Conflicts of Interest."

ARTICLE IX INDEMNIFICATION; LIMITATION ON LIABILITY

CONSULTANT SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY THIRD PARTY CLAIMS, COSTS, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY, "CLAIMS"), TO THE EXTENT ARISING FROM CONSULTANT'S PERFORMANCE OF THE SERVICES TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH

CLAIM IS BASED IN CONTRACT, TORT, OR STRICT LIABILITY. CONSULTANT ALSO SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY CLAIMS (AS DEFINED ABOVE), TO THE EXTENT ARISING FROM CONSULTANT'S MATERIAL BREACH OF THIS AGREEMENT. IN THE EVENT THE MOBILITY AUTHORITY, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THE CONSULTANTS ARE FOUND, INDIVIDUALLY OR COLLECTIVELY, TO BE PARTIALLY AT FAULT WITH RESPECT TO A CLAIM (AS DEFINED ABOVE) UNDER THIS PARAGRAPH, CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY, AND ITS EMPLOYEES, DIRECTORS, AGENTS AND CONSULTANTS FROM AND AGAINST THE PORTION OF SUCH CLAIM RELATING TO PERCENTAGE OF FAULT ATTRIBUTABLE TO CONSULTANT, ITS EMPLOYEES, AGENTS, OR CONTRACTORS SELECTED AND ENGAGED BY CONSULTANT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY), BUT EXCLUDING DAMAGES AND CLAIMS COVERED BY INSURANCE PROCEEDS, SHALL NOT EXCEED DOUBLE THE AMOUNT SET FORTH IN THE MOBILITY AUTHORITY'S ANNUAL BUDGET.

THE FOREGOING LIMIT OF LIABILITY SHALL NOT EXCLUDE OR AFFECT (A) ANY LIABILITY FOR GROSS NEGLIGENCE, FRAUD, INTENTIONAL MISCONDUCT, OR CRIMINAL ACTS BY CONSULTANT, IT'S EMPLOYEES OR SUBCONSULTANTS AND (B) ANY LIABILITY FOR ANY TYPE OF DAMAGE OR LOSS, TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY INSURANCE PROCEEDS FROM INSURANCE CONSULTANT CARRIES, REGARDLESS OF WHETHER REQUIRED TO BE CARRIED HEREUNDER.

ARTICLE X GENERAL PROVISIONS

1. Compliance with Laws. Consultant and the Mobility Authority each shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, codes, and regulations, and with the orders and decrees of any courts, administrative bodies, or tribunals in any matter affecting its performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

2. Audit. The Mobility Authority shall have the exclusive right to examine Consultant's books and records as they relate to the Services performed to verify the costs or expenses incurred in the performance of this Agreement. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the term of the Agreement and for four (4) years

from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last.

3. **Entire Agreement.** This Agreement is the entire agreement of the parties, and supersedes any and all oral representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Agreement that are not incorporated in writing in this Agreement.

4. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

5. **Exclusive Jurisdiction and Venue.** Consultant agrees that the exclusive jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of or relating to the Agreement, shall be in Travis County, Texas. Consultant waives all objections it might have to the jurisdiction or venue of such court and hereby consents to such court's jurisdiction, regardless of Consultant's residence or domicile, for any such action or proceeding.

6. **Invalidity.** If any term or condition of this Agreement is declared legally invalid or unenforceable by a court of competent jurisdiction, that decision does not affect the validity of any remaining terms and conditions in this Agreement. Terms and conditions not declared invalid remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid term or condition.

7. **Modification.** This Agreement may not be changed, altered, or modified unless in writing and signed by the parties.

8. **Binding Effect.** The rights and benefits of Consultant under this Agreement are personal to Consultant and may not be subject to voluntary or involuntary alienation, assignment, subletting, or transfer. This Agreement may, upon prior notice to Consultant, be assigned by the Mobility Authority and inure to the benefit of any assignee which is a governmental or political subdivision entity engaged in the same or similar mission as the Mobility Authority.

9. **Waiver.** Waiver by the Mobility Authority or Consultant of any breach of this Agreement by the other party is not effective unless in writing, and no such waiver operates as a waiver of any subsequent breach.

10. **Acknowledgment.** Each party agrees by its signature to this Agreement that it (a) fully understands the Agreement's purposes, terms, and provisions, (b) has obtained advice of legal counsel for review of this Agreement and has had substantial involvement in its preparation, and (c) expressly acknowledges receipt of a copy of this Agreement.

11. **Benefits Inured.** This Agreement is solely for the benefit of the parties and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

12. **Survival.** Articles VIII and IX and this Section survive the expiration or termination of this Agreement for any reason.

13. Availability of Funds. The awarding of this Agreement and continuation hereof is dependent upon the availability of funding and budget authorization during the entire term of this Agreement.

14. Notices. Notice is deemed given under this Agreement (a) when delivered by hand; (b) one business day after being deposited with a reputable overnight air courier service; or (c) three business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of Consultant:

Karen Johnson
Infrastructure Solutions, Inc.
Physical Address:
The Westgate Building
1122 Colorado Street, Suite 300
Austin, Texas 78701

Mailing Address:
1122 Colorado Street, Suite 300
Austin, Texas 78701

In the case of the Mobility Authority:

Dee Anne Heath, Director of Government Relations and Communications
Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705

With a copy to:

Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705

Either Party hereto may from time to time change its address for notification purposes by giving the other Party prior written notice of the new address and the date upon which it will become effective.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and year first written above.

**INFRASTRUCTURE
SOLUTIONS INC.**

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Karen Rove
President

By: _____
Mike Heiligenstein
Executive Director

Appendix A

SCOPE OF SERVICES

This Appendix A is attached to and made a part of the Government Relations Consulting Services Agreement between the Mobility Authority and the Consultant effective as of the 3rd day of February, 2020. Any term used in this appendix has the meaning given to that term by the Agreement. The Consultant will work in collaboration with the Mobility Authority to provide the Services and work cooperatively and collaboratively with the Mobility Authority's other consultants. The Services to be provided by the Consultant include the following key elements:

- Represent the Mobility Authority before the Texas Legislature and other federal, state and local governmental bodies as directed by Mobility Authority.
- Assist in developing a legislative agenda identifying priorities of the Mobility Authority prior to each legislative session.
- Establish consistent communications with specifically identified legislators from the region and those in leadership/committee positions in the legislature, the policy/regulatory staff to the offices of the Governor, Lt. Governor and the Speaker of the House.
- Strategic counseling in preparation of plans, timelines, and approach to pursuing the Mobility Authority's legislative agenda.
- Assistance in coordinating meetings with, and communications to, elected and appointed officials.
- In consultation with the Mobility Authority, engage in direct and ongoing contact with all appropriate elected and appointed officials at all levels of government to enhance familiarity with the Mobility Authority, its projects, and its legislative priorities.
- Coordinate with members, businesses, associates, interest groups and any other private or public entity to support the objectives of Mobility Authority.
- Other services reasonably related to the provision of the government relations services.

Appendix B

KEY PERSONNEL

Karen Rove, President

Maggie Burr, Associate