

CONTRACT FOR PROFESSIONAL SERVICES

The receipt of professional services hereinafter described is the County of DeWitt, Texas, the primary contact of which shall be Judge Daryl Fowler, (hereinafter referred to as "Client") and the provider of the professional services is Steve Holzheuser (hereinafter referred to as "Consultant").

- I. Client engages Consultant to provide professional services described herein, in consideration of the mutual promises provided herein, and for the compensation expressed.

- II. The services to be provided by Consultant shall include, but are not limited to the following:
 1. Daily monitoring of legislation introduced which is identified by Client as having potential impact on issues Client identifies as important;
 2. Represent Client during negotiations and planning sessions on selected issues in which Client identifies as having an interest;
 3. Attend legislative and executive committee meetings at the discretion of Consultant or as advised by Client;
 4. Assist in communicating Client's positions on legislation and administrative actions to the Texas Legislature and the executive agencies of the State of Texas;
 5. Represent Client and Client's interests in the formulation of interim studies, select committees and the appointment of members thereto;
 6. Assist Client in identifying House and Senate members to author and sponsor legislation that favorably promotes Client's interests, and assist Client in opposing legislation that Client designates as detrimental to Client's interests;
 7. Represent Client at receptions, political functions, or as otherwise instructed;

8. Initiate other contacts and/or services deemed by Client to be beneficial to Client's interests;
9. Periodic communications with Client concerning the status of representation contained herein and other matters as directed.

III. This contract shall be for a seven month term. For the services described herein Client shall pay Consultant \$7,500.00 per month for a total amount of \$90,000.00 for the contract term.. The contract term begins October 1, 2014, and terminates September 30, 2015. The monthly payment is due on the first business day of each month, with the first payment due October 1, 2014. Payments shall be made at 3200 Grandview St. #16, Austin, Texas 78705, or at such other location as Consultant may direct.

IV. Client is responsible for advising Consultant of the legislative or executive action Client desires to be pursued. Consultant agrees to perform those services in a diligent and professional manner, advising Client on a regular basis of the progress of legislation, legal, and regulatory action in the state of Texas relating to the business of Client as described herein. Client reserves the right to enter into interlocal cost-sharing agreements with other counties whose interests are aligned with those of DeWitt County. In the event that Client agrees to share the costs of services rendered under this contract, Client will notify Consultant within five (5) days of the cost-sharing agreement so that Consultant can comply with the requirements of Government Code 305 and Chapter 34 Texas Ethics Commission Rules.

V. Consultant agrees not to accept any other employment that would conflict with the interest of Client; should any conflict arise between Client and Consultant, the matter will be settled to the satisfaction of Client and in accordance with Government Code 305.028 ("Prohibited Conflicts of Interest"). Client is further aware and consents that it will not be Consultant's sole client, but Consultant agrees to exert its best efforts in securing the purposes of this contract. In the event that a conflict of interest, as defined by Government Code Chapter 305, arises between clients, Client reserves the right to terminate this agreement upon seven (7) days notice after which

Client will be relieved from any ongoing obligation under this Agreement.

- VI. This contract does not include Consultant providing any legal services or local government advocacy. The agreements and promises contained in this contract represent the entirety of the parties' obligations to each other. No other agreements or promises other than those expressed in this contract exist between the parties herein. Both parties further acknowledge that this contract is solely for the benefit of the parties listed above, and no other parties to this agreement exist.
- VII. The terms of this contract shall be effective beginning the first day of October, 2014 and continue in effect for twelve months. This agreement may be terminated by either party by giving 60 days written notice to the other party. All notices to Consultant shall be sent to Consultant at 919 Congress Avenue, Suite 450, Austin, Texas 78701. All notices to Client shall be sent to Client at 307 North Gonzales, Cuero, Texas 77954.
- VIII. This contract is not assignable by either party.
- IX. This agreement shall be governed by the laws of the State of Texas. Fax signatures are accepted as genuine.


EFFECTIVE THIS THE first day of October 2014.

Signed and agreed to by:

By:


Title: Daryl Fowler, DeWitt County Judge (Client)

Signed and agreed to by:


Steve Holzheuser

(Consultant)