



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

June 02, 2021

Commissioners Court
Harris County, Texas

RE: Personal Services Exemption - Local Government Code § 262.024 (a)(4)

Members of Commissioners Court:

Please approve an exemption from the competitive bid requirements and the attached Order(s) authorizing the County Judge to execute the attached Agreement(s) for the following:

Description: Development and Implementation of a Federal Strategy for Infrastructure Investments

Vendor(s): Carpi & Clay Government Relations

Term: June 08, 2021 - December 08, 2021 with one (1) one-year renewal options

Amount: \$105,000

Reviewed By: • Harris County Purchasing • Intergovernmental and Global Affairs

Julie Minerva and Laura Morgan-Kessler will provide personal services required under the Agreement. Purchase order(s) will be issued as required upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

EB
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JUNE 08, 2021



AGREEMENT BETWEEN HARRIS COUNTY AND CARPI & CLAY GOVERNMENT RELATIONS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between **Harris County**, a body corporate and politic under the laws of the State of Texas (the "County") and **Carpi & Clay Government Relations** ("Contractor"). The County and Contractor are referred to collectively as "Parties" and individually as a "Party."

Recitals

The County desires to obtain Contractor to assist the County in the development and implementation of a federal strategy for infrastructure investments.

Contractor is willing to provide the services as described in this Agreement.

Contractor represents that they are duly qualified under all applicable laws, rules, and regulations to perform these services.

Contractor warrants that all Services provided under this Agreement will be performed solely Julie Minerva and Laura Morgan-Kessler and not any other agent, officer, or employee of the Contractor or any other entity owned or operated by Contractor.

Terms

1. Contractor agrees that they are to personally serve as the County's liaison for intergovernmental affairs in Washington, DC by providing the following services ("Services"):
 - a. Assist the County in developing and implementing a federal strategy to secure approval of and funding for key infrastructure priorities. Federal strategy efforts will take a comprehensive look at project merits and an evolving federal landscape to identify a path for the County to achieve success in a very competitive environment;
 - b. Provide the County with guidance on proactive engagement with federal agencies including, but not limited to, the Corps, HUD, FEMA, EPA and DOT;
 - c. Provide the County with technical expertise on moving a project through rigorous federal requirements;
 - d. Assist the County in evaluating and leveraging state and federal funding option, including innovative finance programs;
 - e. Serve as the County's advocates before relevant federal agencies including, but not limited to, the Corps (District, division and headquarters), the Office of the Assistant Secretary of the Army for Civil Works, Office of Management and

- Budget, HUD, FEMA, EPA and DOT;
- f. Arrange for the County to meet with the agencies noted above and maintain regular contact with these agencies;
 - g. Serve as the County's advocates before congressional committees of jurisdiction for infrastructure issues including, but not limited to, the House and Senate Appropriations Committee, the House Transportation & Infrastructure Committee, the Senate Environment & public Works Committee, House Financial Services Committee, and the Senate Banking Committee. In this capacity, Contractor will assist the County with annual requests for appropriations funding and/or language, as well as authorization language;
 - h. Coordinate with the County's current federal representation on matters before the County's congressional delegation;
 - i. Assist the County in developing white papers, educational materials, letters of support, talking points, and messaging;
 - j. Monitor and advise on federal grant opportunities;
 - k. Participate in regular County led conference calls;
 - l. Provide real-time updates, outlooks, and guidance for federal activities relating to infrastructure; and
 - m. Communicate regularly to ensure that all stakeholders are informed and moving in the right direction.
 - n. It is expressly understood and agreed that all Services must be performed personally by Julie Minerva and Laura Morgan-Kessler and such services shall not be assigned to or performed by any other person.

It is understood that Contractor is not authorized to testify for or against any matter as a representative of Harris County unless the testimony supports the position adopted by the Harris County Commissioners Court at a regular meeting of the Court and the Office of Legislative Relations requests Contractor's testimony for or against the legislation. Further, Contractor is not authorized to represent Harris County in any court or administrative proceeding or to appear as counsel for Harris County unless authorized to do so by the Harris County Attorney.

- 2. The term of this Agreement commences upon execution of all Parties and shall remain in full force and effect for six (6) consecutive months unless terminated under any provision hereof. At the County's option, the Agreement may be renewed for one (1) additional and consecutive one-year period (each a "Renewal Term").

No other person is authorized to perform any Services hereunder without written notice to and approval of the Office of Legislative Relations Harris County will pay Contractor in monthly installments of Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00) for a total not-to-exceed contract amount of One Hundred Five Thousand and No/100 Dollars (\$105,000.00). Contractor will be paid on the basis of monthly invoices submitted by Contractor showing the appropriate monthly amount due. The monthly payments are intended to compensate Contractor for all time and expenses. It is expressly understood that Contractor is neither authorized to seek reimbursement nor is the County obligated to pay for postage, long distance telephone calls, parking fees,

travel, mileage, lodging or other costs or expense (similar or dissimilar), or for services not previously approved by the Office of Legislative Relations.

4. It is expressly understood and agreed that the County may terminate this Agreement, with or without cause, at any time by giving Contractor thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination. Upon receipt of such notice, Contractor must discontinue all Services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, Contractor must submit a statement showing the amount due, with the appropriate monthly payment prorated through the date of termination. The Office of Legislative Relations will review such statement and approve it with such modifications, if any, as may be deemed necessary. In the event of termination, copies of all completed or partially completed data, information, documents and instruments prepared under this Agreement shall be delivered to the Office of Legislative Relations within thirty (30) days of termination.
5. Contractor is directly responsible to the Office of Legislative Relations, but Contractor must provide Services to and maintain communications with such other County officials as may be designated by the Office of Legislative Relations. During the term of the Agreement, Contractor must not represent or undertake to perform services similar to those provided for in this Agreement to any other party with respect to matters the Office of Legislative Relations determines present a conflict of interest between the interest of the County and that of the other party. In the event that a conflict arises, Contractor must immediately cease representing the other party whose interest is adverse to that of the County. Under no circumstance is Contractor authorized to release any material or information obtained or developed in the performance of his Services under this Agreement without the express prior written permission of the Office of Legislative Relations.
6. Any notice required or permitted to be given by Contractor to the County may be given by certified mail, return receipt requested, or delivered to the following address:

Ender Reed, Interim Director
Harris County Office of Legislative Relations
1001 Preston, Suite 410-B
Houston, TX 77002

Any notice required or permitted to be given by the County to Contractor may be given by certified mail, return receipt requested, or delivered to the following address:

Carpi & Clay Government Relations
601 New Jersey Avenue NW, Suite 300
Washington, DC 20001
Attn: Julie Minerva

Notices mailed as set forth above are deemed given upon deposit in the United States

Mail.

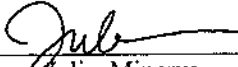
7. In performing the services included in this Agreement, Contractor is an independent contractor and not an employee of the County or any agency or department of the County. The County has no right to supervise or control them in the performance of their obligations hereunder. The County looks to Contractor for results only. It is expressly understood and agreed that this Agreement is for personal services of Contractor and they shall personally perform all of the work necessary to provide the Services as set forth by Office of Legislative Relations and that none shall be performed by any employee, servant, agent, delegate or subcontractor of either.
8. Contractor is not authorized to assign any portion of this Agreement. This Agreement is governed by the laws of the State of Texas. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
9. Nothing herein shall be construed to authorize the payment of money, goods, services, or anything of value or benefit to any public or private person for the purpose of influencing or affecting the performance of public duties by any person.
10. Contractor hereby certifies that neither this Agreement nor the performance thereof either directly or indirectly confers any personal or financial benefit upon any member of the Commissioners Court of Harris County, Texas.
11. In his performance of this Agreement, Contractor must observe and comply with all applicable federal and state laws, rules, and regulations, is responsible for all licenses, disclosures, notices, and registrations which may be required in connection with the performance of this Agreement, and must pay all costs and expenses incident thereto. Further, Contractor must not make any recommendations which would conflict with any federal or state law, rule, or regulation.
12. Prior to the execution of this Agreement, Contractor has been advised by the County and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum sum of One Hundred Five Thousand and No/100 Dollars (\$105,000.00) specifically allocated to fully discharge any and all liabilities which may be incurred by the County, including any and all costs for any and all things or purposes, ensuing under or out of this Agreement, irrespective of the nature thereof and notwithstanding any word, statement or thing contained in or inferred from the provisions of this Agreement which might in any light by any person be interpreted to the contrary. With regard to any Renewal Terms or extension of this Agreement, Contractor understands that the County has not certified any funds for any renewal or extension beyond current fiscal funds. Therefore, any extension or renewal is subject to the future availability and certification of the then current fiscal funds.

13. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing, signed by both Parties hereto.
14. Insurance Requirements
 - a. Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the Contractor shall be liable for all incidents that occur as a result of its performance of the Services, including but not limited to professional errors and omissions. Proof of insurance held by the Contractor shall be attached hereto as Exhibit A and incorporated herein by reference.
 - b. Contractor understand and agrees, said understanding and agreement also being of the absolute essence of this Agreement, **CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS UNDER ALL INSURANCE POLICIES ATTACHED AS EXHIBIT A FOR ANY AND ALL CLAIMS THAT ARISE AS A RESULT OF THE CONTRACTOR'S PERFORMANCE OF THE SERVICES.**
15. *Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Contractor warrants and represents that all the information on the form is complete and accurate.*
16. In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor warrants and represents that they do not boycott Israel and agrees that they will not boycott Israel during the term of this contract
17. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
18. Nothing in this Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
19. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
20. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the

laws of the State of Texas.

21. EXECUTION: Multiple Counterparts: This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

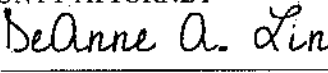
CARPI & CLAY GOVERNMENT RELATIONS

By: 
Name: Julie Minerva
Title: Partner
Date: June 1, 2021

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENESEE
COUNTY ATTORNEY

By: 
DeAnne A. Lin
Assistant County Attorney
C.A. File 21GEN1569

ORDER OF COMMISSIONERS COURT
Authorizing execution of an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2021 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT
BETWEEN HARRIS COUNTY AND CARPI & CLAY GOVERNMENT RELATIONS**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is hereby authorized to execute for and on behalf of Harris County through a personal services agreement exemption pursuant to TEX. GOV'T CODE ANN. § 262.024(a)(4), between Harris County and Carpi & Clay Government Relations, for the performance of personal services developing and implementing a federal strategy for infrastructure investments at an not-to-exceed cost to the County of \$105,000.00, said Agreement being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.