

AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is made and entered into by and between Galveston County, a political subdivision of the State of Texas, acting by and through the elected legislative and executive powers of the Galveston County Commissioners Court (the "County") and Stephen Koebele ("Koebele"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

RECITALS

Whereas, the County desires to obtain the services of Koebele as the liaison for the County with the members of the legislature, legislative committees, state agencies, and state officials, and public and non-public organizations and agencies in the State of Texas.

Whereas, Koebele is willing to provide the Services described in this Agreement.

Whereas, Koebele represents that he is duly qualified under all applicable laws, rules, and regulations to perform these Services.

1. Services

Koebele agrees that he is to personally serve as the County's liaison for intergovernmental legislative affairs in the State of Texas and to provide the following Services:

- 1.1 Provide timely information, analysis and recommendations to the Commissioners Court on state statutes and policies that may directly or indirectly affect the County or its elected or appointed officials;
- 1.2 Work closely with the Commissioners Court to understand the County's programs, fiscal needs and problems caused by state policies, mandates, and budgetary cutbacks so that these needs and problems may be communicated to members of the legislature and other state officials;
- 1.3 Transmit information concerning County programs, problems, and concerns to and from members of the legislature and other appropriate state officials;
- 1.4 Work with local government representatives and associations in the furtherance of the interests of the County;
- 1.5 Give testimony to members of the legislature and to state agencies in hearings conducted by or on behalf of the legislature or state agencies in favor or against acts or subjects of legislative or administrative action; and

1.6 Submit all information, reports, or progress updates and communications to the County Judge's Chief of Staff.

It is understood that Koebele is not authorized to testify for or against any matter as a representative of Galveston County unless the testimony supports the position adopted by the Commissioners Court at a regular meeting of the Court. Further, Koebele is not authorized to represent Galveston County in any court or administrative proceeding or to appear as counsel for Galveston County unless authorized to do so by the Commissioners Court.

The character and extent of services outlined in this Agreement shall be considered complete upon approval by the County.

All services shall be of good quality and shall be performed in a professional manner. The standard for liaison services performed by Koebele will be the care and skill ordinarily used by other liaisons performing similar services. Koebele will re-perform any services not meeting this standard without additional compensation.

It is expressly understood that Koebele is the only person authorized to perform Services under this Agreement and that no other person is authorized to perform any Services hereunder without written notice to and approval of the Commissioners Court.

2. Period of Services

The 11-month term of this Agreement commences on August 4, 2016 and ends on June 30, 2017, unless terminated under any provision hereof.

3. Compensation

For consideration of Services performed under this Agreement, Galveston County will pay Koebele in monthly installments of seven thousand five hundred dollars (\$7,500) for a total not-to-exceed contract amount of eighty-two thousand five hundred dollars (\$82,500).

Koebele will be paid on the basis of monthly invoices submitted by him showing the appropriate monthly amount due.

The monthly payments are intended to compensate Koebele for all time and expenses. It is expressly understood that Koebele 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 Commissioners Court. It is also expressly understood that this contract amount is a one-time only authorization.

4. Dispute Resolution

If a dispute arises out of this Agreement, or relates to the breach thereof, and if the dispute cannot be settled through negotiation, then Koebele and the County agree to submit the dispute to mediation. In the event Koebele or the County desires to mediate any dispute, that Party shall notify the other Party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared fifty percent by Koebele and fifty percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

5. Termination

It is expressly understood and agreed that either party may terminate this Agreement, with or without cause, at any time by giving 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 of termination by the County, Koebele must discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, Koebele must submit a statement showing the amount due, with the appropriate monthly payment prorated through the date of termination. The Commissioners Court 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 Commissioners Court within thirty (30) days of termination.

6. Insurance

Koebele agrees to, at the time of execution of this Agreement, furnish the County with certificates of insurance from an insurance company (or other source) acceptable to the County. These certificates should certify that Koebele is protected to perform the services under this Agreement with worker's compensation (if applicable), employer's liability (if applicable), public liability, bodily injury and property damage insurance. Compliance with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve Koebele of its liabilities and obligations.

7. Communications

Whereas, Stephen Koebele is directly responsible to the Galveston County Commissioners Court and will maintain communications with the Commissioners Court and County Judge's Chief of Staff.

8. Conflict of Interest

During the term of the Agreement, Koebele 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 Commissioners Court determines to present a conflict of interest between the interest of the County and that of the other party. In the event that a conflict arises, Koebele must immediately cease representing the other party whose interest is adverse to that of the County.

9. Documents

Under no circumstances is Koebele 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 Galveston County Commissioners Court.

Original documents, plans, reports and notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Services provided under this Agreement. Koebele may retain copies of such Documents under the same conditions.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Koebele acknowledges that the County of Galveston is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Open Records Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Open Records Act and as such, will be discussed and voted upon in a public meeting. Any request made by a member of the public to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

10. Notice

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

Galveston County Commissioners Court
722 Moody Avenue (21st Street)
Galveston, TX 77550

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

Stephen Koebele
1108 Lavaca Street, Suite 110-484
Austin, TX 78701

11. Miscellaneous

In performing the services included in this Agreement, Koebele 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 him in the performance of his obligation hereunder.

Koebele is not authorized to assign any portion of this Agreement. This Agreement is governed by the laws of the State of Texas.

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.

Koebele 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 Galveston County, Texas or any employees or agent employed by the County.

In performance of this Agreement, Koebele 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, Koebele must not make any recommendations that would conflict with any federal or state law, rule, or regulation.

Prior to the execution of this Agreement, Koebele has been advised by the County and he 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 eighty-two thousand five hundred dollars (\$82,500) 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.

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or

The County and Koebele each binds itself and its successors, and assigns to the other party of this Agreement and to the successors, and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the County nor Koebele shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The County does not waive or relinquish any defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

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.

STEPHEN KOEBELE

By: Stephen P. Koebele
STEPHEN KOEBELE

Date: 7/25/2016

GALVESTON COUNTY

By: Mark Henry
MARK HENRY, County Judge

Date: 07/25/16

ATTEST:

By: Dwight A. Sullivan
DWIGHT SULLIVAN
Galveston County Clerk

Date: 7/25/16



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-86162

Date Filed:
07/18/2016

Date Acknowledged:
7/18/16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Stephen Koebele
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Galveston County

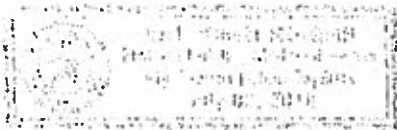
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
16233
Legislative and Government Relations

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Koebele, Stephen	Austin, TX United States	X	

5 Check only if there is NO interested party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Stephen P. Koebele
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Stephen P. Koebele, this the 18 day of July, 20 16, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Kyle Robert Molgum
Printed name of officer administering oath

Notary Public
Title of officer administering oath