

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 Chad Wilbanks, of The Wilbanks Group, Inc ("*Wilbanks*"), 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 Wilbanks as the liaison for the County with the members of the legislature, legislative committees, state agencies, and state officials, public and non-public organizations and agencies in the State of Texas, and federal officials as needed.

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

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

1. Services

Wilbanks agrees that he is to represent the County for 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 legislative policies that may directly or indirectly affect the County or its elected or appointed officials;

1.2 Work closely with the Commissioners Court and County Judge's Chief of Staff to understand the County's legislative agenda, 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 in favor or against acts or subjects of legislative or administrative action; and

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

1.7 Execute the necessary strategy to accomplish the goals and priorities adopted in the official legislative agenda as approved by the Galveston County Commissioners Court

1.8 If, during the term of the Agreement, Judge Henry or other members of Commissioners Court travel to Washington, D.C., Wilbanks will accompany them during tours of the District to provide "government consulting," which services shall not be construed to be lobbying services, and for which Wilbanks will receive no additional fee. Galveston County will reimburse Wilbanks for expenses and costs of travel and lodging associated with providing these governmental consulting services.

It is understood that Wilbanks 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 Galveston County Commissioners Court at a regular meeting of the Court and it is requested by the Commissioners Court or County Judge's Chief of Staff for Wilbanks' to provide testimony for or against the legislation.

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 Wilbanks will be the care and skill ordinarily used by other liaisons performing similar services. Wilbanks will re-perform any services not meeting this standard without additional compensation.

It is expressly understood that Wilbanks 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 Galveston County Commissioners Court.

2. Period of Services

The eleven (11)-month term of this Agreement commences on September 1, 2018 and ends on July 31, 2019, and may continue on a month-to-month basis after the eleven (11) months by approval of the Commissioners Court at any time and may be terminated under any provision hereof.

3. **Compensation**

For consideration of Services performed under this Agreement, Galveston County will pay Wilbanks in monthly installments of Ten Thousand and No/100 Dollars (\$10,000.00) at the first (1st) of each month.

Wilbanks 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 Wilbanks for his time under the Agreement. Charges will also be made for expenses incurred – with applicable documentation in connection with our services, including charges for travel to and from Austin to Galveston County such as mileage and hotel stay, and other expense items in connection to services provided. Any expense, with the exception of the monthly retainer, shall not exceed Five Hundred and No/100 Dollars (\$500.00) without prior written approval from the County Judge. County will be responsible for these items in addition to the above charges.

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 Wilbanks and the County agree to submit the dispute to mediation. In the event Wilbanks 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 Wilbanks 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. Venue for such action shall lie exclusively in Galveston County, Texas.

5. **Termination**

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

of termination. The County Judge's Chief of Staff will review such statement and approve it with such modifications, if any, as may be deemed reasonable. 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 County Judge's Chief of Staff within thirty (30) days of termination.

6. **Communications**

Whereas, this Agreement and services provided will be managed by the County Judge's Chief of Staff, but Wilbanks must provide Services to and maintain communications with the Galveston County Commissioners Court.

7. **Conflict of Interest**

During the term of the Agreement, Wilbanks must not represent or undertake to perform services similar to those provided for in this Agreement to any other party with respect to matters that present a conflict of interest between the interest of the County and that of the other party. In the event that a conflict arises, Wilbanks must immediately cease representing the other party whose interest is adverse to that of the County.

8. **Documents**

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. Wilbanks 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.

Wilbanks acknowledges that the County of Galveston is a governmental entity which conducts its meetings in accordance with the Texas Public Information Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Upon execution of this Agreement by all Parties, 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.

9. **Notice**

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

Galveston County Courthouse
722 Moody Avenue (21st Street), 2nd Floor
Galveston, TX 77550

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

The Willbanks Group, Inc.
Attention: Chad Wilbanks
P.O. Box 342693
Austin, TX 78734

10. **Miscellaneous**

In performing the services included in this Agreement, Wilbanks 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.

Wilbanks is not authorized to assign any portion of this Agreement. Interpretation and enforcement of 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.

Wilbanks 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, Wilbanks 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, Wilbanks must not make any recommendations that would knowingly conflict with any federal or state law, rule, or regulation.

Prior to the execution of this Agreement, Wilbanks 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 the monies available 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 modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing, signed by both parties hereto.

The County and Wilbanks 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 Wilbanks 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.

THE WILBANKS GROUP, INC.:

By:


CHAD WILBANKS

Date:

17 SEPT 2018

GALVESTON COUNTY:

By:


MARK HENRY, County Judge

Date:

8/27/18

ATTEST:

By:

DWIGHT SULLIVAN
Galveston County Clerk

Date: 8/27/18

By:


Brandy Chapman

Deputy

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Wilbanks Group
Austin, TX United States

Certificate Number:
2018-404783

Date Filed:
09/17/2018

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

Galveston County

Date Acknowledged:

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.

CM18274
Lobbying.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

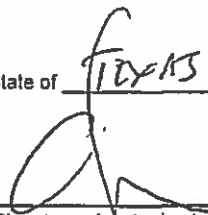
6 UNSWORN DECLARATION

My name is CHAD WILBANKS and my date of birth is 22 APRIL 1970

My address is PO Box 342693 AUSTIN TX 78734 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TEXAS on the 17 day of SEPT, 20 18
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)