

## **CONTRACT**

The following will constitute the sole state governmental affairs representation contract between HMWK, LLC ("HMWK" hereinafter) and the City of Coppel. ("Coppel" hereinafter), or its successor in interest.

- A. Upon execution of this contract, Coppel shall engage the services of HMWK, on a nonexclusive basis, as an independent contractor with the responsibility for providing state governmental affairs and tax policy services. Such services shall include, but are not limited to, the following:
1. Identify and monitor legislation and regulations affecting Coppel's interests with specific emphasis on Coppel's regulatory and sales and use tax position.
  2. Legislative, regulatory and executive governmental affairs services before state policy and regulatory organizations as directed. HMWK will provide tax policy and governmental affairs services to and on behalf of Coppel before the Texas Comptroller's office and other tax policy organizations as directed by Coppel.
  3. Facilitate meetings between Coppel representatives and key, state and local officials and tax administrators / regulators.
  4. Work with Coppel officials, its lead governmental affairs team and allies, including key local business interests to ensure, to the extent appropriate and feasible, a coordinated strategy and effort.
  5. Provide Texas governmental affairs services as directed before the Texas Legislature, Executive Administration and other regulatory agencies concerning items and issues surrounding and resulting from activities of the 86<sup>th</sup> Session of the Texas Legislature.
- B. For such engagement, Coppel will pay HMWK a fee of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per month for the period January 1, 2019 through December 31, 2019. The fee shall not cover expenses such as air courier, reproduction, postage, entertainment, and travel costs, which shall be billed and payable by Coppel subject to prior approval by Coppel if in excess of \$100.00.
- C. It is understood that HMWK will function as an independent contractor and will hold themselves out as such and will be without authority to obligate Coppel for indebtedness or other legal obligation.
- D. All governmental affairs activities by HMWK on behalf of Coppel will be done in a prompt manner and in accordance with all applicable federal, state and local laws and regulations and professional standards. Coppel shall not require HMWK to perform any action or take part in any activity that is illegal or contrary to applicable federal, state and local laws and regulations and professional standards.
- E. It is understood that HMWK will be responsible for all appropriate filings including registration and activity reports to comply with all required state ethics and lobbying laws.

- F. The effective date of this contract is January 1, 2019, and it shall terminate on December 31, 2019; provided, however, that this contract will automatically extend at the end of the initial term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least sixty (60) days prior to the last date of such term or renewal term, as applicable.
- G. Notwithstanding any other provision in this contract either party may terminate this contract without cause by giving written notice at least sixty (60) days prior to the date of termination. Any payment due for a period which has been interrupted by termination of this contract shall be pro-rated for the number of days the contract remained in effect. Except for such partial payment, no further payments will be due from Coppell.

HMWK, LLC  
John Kroll, Principal  
December 21, 2018

A handwritten signature in blue ink, appearing to read "John Kroll", with a stylized flourish at the end.

City of Coppell  
Mike Land, City Manager  
December 29 , 2018