



PROFESSIONAL SERVICES AGREEMENT

This Agreement is between City of Boerne, Texas (City) and the Normandy Group (Professional Firm) regarding representation of the City in federal government relations.

Scope of Representation

Professional Firm agrees to represent City before the federal government, including but not limited to, Congress, Executive Branch, and any pertinent federal agencies focusing on federal grant and funding opportunities meeting City Council priorities including but not limited to, those more specifically described in Exhibit "1" attached herein.

Time Period

This agreement will be for a period of three (3) years beginning on the effective date of this agreement.

Consideration

Compensation shall be payable in monthly installments of \$7,500 per month, which shall be inclusive of all actual expenses, including expenses relating to travel. Starting in the second year of the agreement, the monthly compensation shall increase by 3% to \$7,725 per month. This increase will take effect with the first payment of the second year, beginning on October 1, 2025, and will apply to each monthly installment thereafter.

Method of Billing and Payment

Professional Firm will submit monthly invoices for work performed. Professional Firm's invoices shall be in writing and as needed provide sufficient detail on the amount of work performed. Payments will be made by City within thirty (30) days of receipt of billing.

Reports

Professional Firm agrees to be solely responsible for preparation and filing of all applicable Professional Firm activity reports. Professional Firm represents that it is registered as a lobbyist per applicable law and that all fees are current and all required reports are current, complete, and accurate. Professional Firm warrants that during the term of this Agreement it shall remain in full compliance with all applicable laws, reporting requirements, and payment of all regulatory fees required for the performance of the intended purposes of this Agreement. Professional Firm agrees to provide timely updates to City as to any grant and funding opportunities and processes and at such other times that City has assigned Professional Firm to work on a particular project.

Conflict of Interest, Loyalty & Legal Compliance

Professional Firm agrees that the signing of this Agreement constitutes a warranty and covenant of complete loyalty and confidence to City and its best interests. Professional Firm assures that City be represented without any actual conflict of interest or the appearance of conflict of interest and shall perform that representation within the laws of the State of Texas and the United States of America. Professional Firm agrees to comply with conflicts of interest provisions required by law and by the rules and regulations of the Texas Ethics Commission. The warranty, covenant, and obligations of this paragraph shall survive expiration or termination of this contract for a period of 90 days from date the Agreement ends.

Assignments and Direction

Professional Firm shall receive assignments and direction from and through the Office of the City Manager, or other designee by that office for a particular project. Professional Firm will use best efforts and self-initiative to keep City informed of legislative or agency proposals or actions that impact the City's interests as the Professional Firm understands them to be.

Termination

Either party may terminate this Agreement upon breach or without cause upon thirty (30) days prior written notice to the other. In the event of termination without cause, City shall be obligated to pay for expenses incurred and pro-rated compensation approved through the day of termination.

Independent Contractor Status & Taxes

Professional Firm shall at all times serve as an independent contractor and shall not be considered an employee of the City except as a registered lobbyist and Professional Firm on legislative affairs. Professional Firm shall remain liable for all taxes including payroll taxes, if any, incident to the compensation and expense paid by City pursuant to this Agreement.

Work Product

Professional Firm agrees that all products, including but not limited to all documents, materials, data, drawings, information, reports and results of the work ("Work Product") arising out of or resulting from the particular and defined Scope of Services that will be provided hereunder, shall be the sole and exclusive property of City, and are deemed "Works Made for Hire". Professional Firm agrees to and does hereby assign the same to City. It is understood that the Professional Firm does not represent such data to be suitable for reuse on any other project or for any other purpose. City's reuse of the data without the Professional Firm's specific written verification or adaptation will be at City's risk without liability to the Professional Firm. Professional Firm is entitled to maintain copies of all products mentioned above that are produced or used in the execution of this Agreement.

Confidential Information

Professional Firm agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of City unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by Professional Firm or its employees and agents shall be used by Professional Firm or its employees and agents solely and exclusively in connection with the performance of the Scope of Services

Insurance

For all services performed on City property or premises, Professional Firm will provide insurance coverage in accordance with City's insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to City, this Agreement may be terminated by City, without penalty, on written notice to Professional Firm. In addition, Professional Firm shall provide Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000).

Professional shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement:

- a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000 per occurrence/ \$2,000,000 annual aggregate.
- b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
 - a. Statutory workers' compensation and employers' liability insurance as required by state law.
 - b. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per occurrence/ annual aggregate.

Professional shall provide the City with proof of insurance required hereunder prior to commencing work for the City. Such policies shall name the City, its officers, and employees as an additional insured and shall provide for a waiver of subrogation in favor of the City. Professional shall provide the City with written notice of any coverage limit change on the insurance throughout the duration of this Agreement.

Indemnification

Professional does hereby covenant and contract to waive any and all claims, release, indemnify, and hold harmless the City, its City Council, officers, employees, and agents, from and against all liability, causes of action, claims, costs, damages, demands, expenses, fines, judgements, losses, penalties or suits, which may arise by reason of death or injury to persons or property, caused by or resulting from the negligence, intentional tort, intellectual property infringement, or failure to pay a subprofessional or supplier committed by the professional, its agents, or consultants under contract, or any other entity over which the professional exercise control, subject to the limitations in the Texas Local Government Code 271.904 and Texas Civil Practice and Remedies Code 130.002 (B) and professional will, at its own cost and expense, defend and protect City against any and all such claims and demands. The indemnification under this section shall include reasonable attorneys' fees and costs, court costs, and settlement costs in proportion to the professional's liability.

Governing Law/ Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Kencall County, Texas.

HB 89 and SB 252

Professional hereby certifies that the Contractor does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, Professional hereby certifies that the PROFESSIONAL is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252 Texas Government Code.

Compliance with Laws

Professional Firm shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

Force Majeure

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay

of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

Notice

Professional Firm's address for notice under this Agreement is as follows:

The Normandy Group, LLC
1899 L Street, NW
Suite 520
Washington, DC 20036

City's address for notice under this Agreement is as follows:

City of Boerne
447 N. Main Street
Boerne, TX 78006

AGREED AND ACCEPTED:

By: _____

Name: Ron Eritano

Title: Managing Partner

Party: The Normandy Group, LLC

Date: _____

By: _____

Name: Ben Thatcher

Title: City Manager

Party: City of Boerne, Texas

Date: _____

Exhibit 1 – Scope of Services and Deliverables

In accordance with the terms and conditions of the Agreement, the Professional Firm agrees to provide the City of Boerne (“City”) with the following federal government relations services in the scope of this Agreement:

- Assess pending infrastructure and economic development projects that may be eligible to receive federal funding through the historic Bipartisan Infrastructure Law (BIL) or other federal mechanism.
- Determine which of such projects are most likely to qualify for funding under applicable federal transportation, public works, and annual appropriations bills or federal grants.
- Advise and assist the City as appropriate to enhance the City’s chances of approval of funding or grant requests by the City.
- Support federal grant programs that advance police and fire public safety programs for assistance with equipment, training, and personnel.
- Seek federal support to address the repeated flooding hazards that regularly impact the City, including, but not limited to, engagement with federal agencies such as FEMA, U.S Army Corps of Engineers; and the Natural Resources Conservation Service (NRCS) under the U.S. Department of Agriculture.
- Explore funding opportunities through the Bureau of Reclamation and other federal agencies that will support the City’s reclaimed water system.
- Seek support for the Patrick Heath Public Library via federal grant programs at the National Endowment for the Humanities (NEH) and the Institute of Museum and Library Services (IMLS).
- Troubleshoot any issues with the Texas Department of Transportation (TXDOT) via the Professional Firm’s relationships in Washington and Austin.

Note that this scope is not nearly exhaustive, and we fully expect to expand as we meet with the City to better understand its priorities throughout the course of this agreement.