

CONTRACT FOR PROFESSIONAL SERVICES

This contract is made between the City of Deer Park, Texas (hereinafter "Deer Park") and the CapTex Strategies LLC (hereinafter "CapTex"), a Texas limited liability company wholly owned by Clark Miller, for the rendition of professional lobbying services and public affairs consulting services.

Terms

1. This contract will become effective on January 1, 2025, and will terminate on September 1, 2025, unless terminated before such date by either party or unless the parties agree, by written amendment, to a later termination date.
2. CapTex agrees to act as consultant with respect to various activities (including, but not limited to, legal, public affairs and public relations activities) for Deer Park, relating to Texas state government actions affecting Deer Park. The specified consulting services by CapTex shall include development and implementation of strategies and programs relating to the public affairs agenda of Deer Park, including, but not limited to, serving as a lobbyist for Deer Park before the Texas state government.
3. CapTex agrees to make all necessary lobbyist registrations and reports with all applicable state and federal authorities, and agrees to comply with all applicable federal, state, and local laws and regulations.
4. CapTex will devote the number of hours reasonably necessary to fulfill the spirit and purpose of this contract.
5. Deer Park will pay to CapTex a fee of \$5,000.00 for each calendar month from January 1, 2025 to May 31, 2025. In the event one or more special sessions of the Texas Legislature are called, Deer Park will pay to CapTex a fee of \$100 for each hour of services performed by CapTex in connection with such special session(s) during the period from June 1, 2025, to August 31, 2025. CapTex will provide an invoice to Deer Park each month during the term of this contract. Payment of each invoice is to become due within 30 days from the date Deer Park receives such invoice from CapTex.
6. CapTex will bill Deer Park for all reasonable and necessary business expenses incident to proper completion of services provided under this contract, not to exceed \$100 per month. CapTex shall receive approval from Deer Park prior to accumulating any such expenses. Such expenses include, but are not limited to, travel to and from cities away from Austin and meals and lodging while in cities away from Austin. CapTex shall submit expenses along with with prior month's fees.
7. The information furnished by Deer Park to CapTex shall be treated as confidential.

8. By executing this contract, Deer Park recognizes that the representation of Deer Park is not exclusive to the representation of other clients by CapTex. At the making of this contract, CapTex warrants that no actual conflicts exist between the interests of Deer Park and any other existing clients. To the extent that any conflict arises between the interests of Deer Park and any other client or potential clients, both parties agree that CapTex shall notify and consult with Deer Park regarding any actual conflict that would, in the judgment of CapTex, affect its ability to discharge its obligations as consultant to Deer Park.

9. This agreement may be terminated by either party at any time by providing written notice of termination. Payment for the month shall be prorated by dividing the number of days of representation by the number of days in the month.

10. This contract constitutes the entire agreement and understanding between the parties, and any amendment thereto shall be in writing signed by both parties.

11. This contract shall be governed by the laws of the State of Texas.

City of Deer Park, Texas

CapTex Strategies LLC

Date: _____

Date: _____

Jerry Mouton, Jr.
Mayor,
City of Deer Park, Texas

Clark Miller
Member,
CapTex Strategies LLC