

AGREEMENT BETWEEN  
THE CITY OF CORPUS CHRISTI AND  
HANCE SCARBOROUGH, LLP FOR  
GOVERNMENTAL RELATIONS SERVICES

This agreement is by and between the City of Corpus Christi (the "City") and Hance Scarborough, LLP an Austin based law and governmental relations consulting firm with a Washington DC office ("Hance Scarborough") and is effective the 1st day of October 2022.

WITNESSETH:

WHEREAS, many key goals of the City of Corpus Christi, especially economic development goals, are directly and critically affected by decisions of the United States Congress, President and Federal Agencies. These include, but are not limited to, protection of our military installations, assurance of an adequate water supply, reasonable air quality standards, funding for Community Development Block Grants and HOME programs, protecting the tax exempt status of municipal bonds, Hurricane Harvey recovery and mitigation funding, Covid-19 recovery and mitigation funding, the North Padre Island Storm Damage Reduction and Environmental Restoration Project, Federal Aviation Administration (FAA) funding for airport improvement projects, transportation policy and project funding, including the Harbor Bridge, Interstate 69, freight rail expansion, and maintenance of the Gulf Intracoastal Waterway, and various other regulatory and funding programs; and

WHEREAS, Hance Scarborough specializes in providing governmental relations services in federal legislative and administrative matters.

**NOW, THEREFORE**, for and in consideration and exchange of mutual covenants and conditions herein contained, the City and Hance Scarborough agree as follows:

1. City Duties. The City hereby appoints Hance Scarborough to act on its behalf to assist in furthering City goals in Washington under terms acceptable to the City including:
  - a. The City, through its City Manager, Director of Intergovernmental Relations and City Attorney will supervise the activities of Hance Scarborough in monitoring and promoting policies which assist in furthering the City's interests and goals.
  - b. The City will pay or cause to be paid to Hance Scarborough \$6,500.00 monthly for assistance in accomplishing the above interests and goals plus reasonable associated out-of-pocket expenses.
  - c. Such payments will commence on October 1, 2022 and will continue for (24) twenty- four consecutive months subject to provisions for cancellation as set out below, and subject to annual appropriations by the City Council.

- d. The services and relationship between the City and Hance Scarborough may be terminated with 30 days' notice by the City Manager.
2. Hance Scarborough's Duties. Hance Scarborough agrees that they will:
  - a. Use their best professional efforts to assist in the accomplishment of the interests and goals of the City.
  - b. Perform all services according to high professional standards.
  - c. Report any potential conflict of interest at once for resolution by the City Manager, should a potential conflict develop between services performed for the City and Hance Scarborough's other clients.
  - d. Comply with all laws of the United States and regulations of the United States Congress with regard to representation and registration as may be required by such laws and regulations.
  - e. Provide the City Manager periodic reports identifying services provided and any issues that could impact the City of Corpus Christi.
3. Term. This Agreement shall commence October 1, 2022 and continue until September 30, 2024, subject to the provisions for cancellation set out in Section 1 (d) above.
4. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute Hance Scarborough as an employee or agent of the City nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible for its own actions.
5. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the matters covered hereby.
6. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
7. Assignment. This Agreement may not be assigned by either party without mutual consent in writing.
8. Binding Effect. Subject to the provisions of Section 7 of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

9. Amendment. This Agreement may be amended only by an instrument in writing executed by the parties hereto.

10. Captions. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12. Governing law and required compliance. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas. Hance Scarborough agrees to comply with the Texas Government Code Section 2252.908 as it may be amended and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement. In accordance with Chapter 2270, Texas Government Code, the signatory executing this Agreement on behalf of Hance Scarborough verifies that the company does not boycott Israel and will not boycott Israel during the term of this agreement.

13. Counterparts. This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement and same is made effective upon execution by all parties.

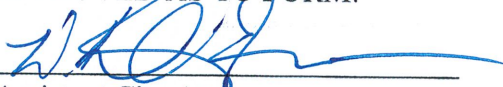
**CITY OF CORPUS CHRISTI, TEXAS**

By: \_\_\_\_\_  
Peter Zanoni                      DATE  
City Manager

**HANCE SCARBOROUGH, LLP**

By: Larry Meyers                      9-13-22  
Larry Meyers                      DATE

APPROVED AS TO FORM:

  
Assistant City Attorney