

Transportation EXcellence for the Twenty-First Century (TEX-21)
SERVICES AGREEMENT FYE 2023

I

Transportation EXcellence for the Twenty-First Century (TEX-21), a Texas not-for-profit corporation hereinafter referred to as "Client," hereby employs Dean International, Inc., hereinafter referred to as "Firm," to perform the following services:

- A. Assist Client in joining together all regions of the state in a collective effort to improve the quality of transportation in the State of Texas. This effort includes strategies to increase investment in multimodal transportation infrastructure, improve the planning and management of our transportation facilities, and increase public awareness about the importance of multimodal transportation in all areas of Texas;
- B. Assist Client in monitoring the activities of TEX-21 and in providing the technical and staff support and consulting assistance necessary to achieve the goals and objectives of the Client as determined periodically by the TEX-21 Executive Committee in consultation with the Firm;
- C. Assist Client in providing bookkeeping services and, under the supervision and direction of the TEX-21 Treasurer, tend to the various financial responsibilities of the Client including: (1) maintaining Client's checking account and banking relations, (2) processing all billing statements for membership dues, (3) depositing membership dues and other receipts, (4) paying all payables from available Client funds, (5) filing of tax returns and other required corporate filings, and related bookkeeping matters;
- D. Assist Client by providing personnel, telephone lines, computers, office space and such equipment as may be deemed necessary at the discretion of the Firm from time to time, to effectively serve as the secretariat of the Client which shall include: (1) providing notices of meetings, (2) maintenance and expansion of the TEX-21 website, (3) staff support for TEX-21 committees and task forces as directed by the Chair, (4) preparation and distribution of meeting minutes, and (5) periodic e-mail reports and newsletters regarding transportation activities which may be of interest to the TEX-21 membership;
- E. Assist Client in the coordination of transportation and mobility enhancement efforts among local public officials and private sector interests throughout all regions and areas represented within the TEX-21 membership;

- F. Assist Client in jointly petitioning regional, state, federal, and international governments to accomplish the collective transportation goals and objectives of local and regional areas represented within the TEX-21 membership;
- G. Assist Client in the retention and maximization of transportation and economic development funding from all available sources for project areas identified by TEX-21 as being vital to accomplishing its objectives;
- H. Assist Client in communicating the unique investments in and obligations to transportation issues by cities, counties and other local public officials and private sector interests within the States of Arkansas, New Mexico, Oklahoma, and Texas during all sessions of the respective State Legislatures to assist in the establishment of an adequate public policy that ensures the transportation needs of each region are properly met;
- I. Assist Client in the expansion of TEX-21 membership to include entities of states immediately contiguous to Texas and in the edition of existing bylaw documentation necessary for their inclusion;
- J. Assist Client in development and implementation of regional/local, state, and federal legislative strategies designed to promote the goals and objectives of the Client however Client and Firm agree that at no time will Firm on behalf of Client lobby or attempt to influence the passage or defeat of legislation before the Texas Legislature or the United States Congress;
- K. Assist the Client in the development and maintenance of TEX-21 Legislative and Congressional Caucuses and Congressional and Legislative Caucus Staff Workgroups to further the goals and objectives of the Client;
- L. Assist Client in the development of committees and task forces, such as Corridor Coalitions including Interstate 30, US Hwy 287, US Hwy 377, US Hwy 75/69, IH-45, IH-14 and IH-35 as may be requested by TEX-21 member cities and counties from Texas, Arkansas, New Mexico, and Oklahoma;
- M. Assist Client in monitoring and analyzing the implementation of legislation for the 88th Session of the Texas Legislature and the 118th Session of Congress and in preparation for the next sessions of both legislative bodies;
- N. Assist Client in the development and implementation of press conferences and Op-Eds throughout the State when appropriate or requested promoting an awareness of multimodal transportation needs occasioned by population increases, technological innovations and the aging of our transportation infrastructure;
- O. Assist Client in the development of FAST, Federal Surface Transportation Bill reauthorization process and implementation and of successor programs thereof including the Infrastructure Investment and Jobs Act of 2021;

- P. Assist Client in monitoring TxDOT funding issues and report findings to Client. Coordinate and facilitate quarterly meetings with TxDOT administration with TEX-21 members;
- Q. Assist Client in exploring opportunities and including where appropriate leading transportation Missions to various domestic and international venues including Panama to explore and learn about the Panama Canal Expansion in order to facilitate a Panama Canal Awareness program, SpaceX and the Ports of LA and Long Beach among others, to the public, and members of the Legislature as well as an analysis and evaluation of any Legislation;
- R. Assist Client in the creation and implementation of the TEX-21 Third Coast Initiative for the States of Texas, Arkansas, New Mexico and Oklahoma;
- S. Assist Client in the creation and implementation of alternate transportation funding strategies and methodologies such as the Expiring Revenue Enhancements (EREs); and
- T. Any other services mutually agreed upon by Client and the Firm.

II.

Client and Firm incorporate herein by reference the TEX-21 Articles of Incorporation dated June 22, 2001 and the TEX-21 Amended Bylaws adopted by TEX-21 and originally executed by the Chair on July 24, 2001 and acknowledge that while there needs to be a degree of flexibility in addressing the public policy and service needs of the Client as herein outlined, that said Articles and Amended Bylaws generally outline the process, procedure, goals and objectives of TEX-21 relating to public policy initiatives by which the Client and Firm agree to relate to each other during the term of this Services Agreement;

In return for such representation, Client agrees to pay the Firm as follows:

For services outlined in Parts I. A. through T. above, an annual fee in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00), plus expenses incurred in a cumulative amount not to exceed, without prior Executive Committee approval, Sixty Thousand Dollars (\$60,000.00) during the first six (6) months of this Services Agreement or One Hundred Twenty Thousand Dollars (\$120,000.00) during the full twelve (12) months of this Agreement. Client and Firm agree to review the issue of expenses during the fifth month of this Agreement and to determine if the amounts above mentioned are appropriate given the scope of this Agreement and activity required thereby and to make whatever adjustment, if any, that they feel might be necessary for the remainder of the term of this Agreement. Payments will be made monthly in the amount of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) (hereinafter referred to as "Monthly Fee") plus reimbursement of expenses incurred during the preceding month. Initially, on October 1, 2022, a payment in the amount of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) will be payable, and subsequently on the first day

of each month for an additional eleven (11) consecutive months, constituting twelve (12) consecutive monthly payments (hereinafter referred to as the "Engagement Term"). Upon receipt, the Monthly Fee(s) shall become the property of the Firm.

For purposes of this Services Agreement, "expenses" includes long distance (interstate calls at \$00.07 per minute and intrastate calls at \$00.09 per minute), teleconference fees and charges, fax, cell phone (calls at \$00.10 per minute), and telephone related communication charges, printing and duplicating (black and white letter size copies at \$00.06 per page and color letter size copies at \$00.65 per page), mail, delivery, website development, maintenance and administration, travel and meal expenses, TEX-21 corporate administration, tax and government filing preparation and interaction, and related costs that will be incurred by the Firm with the collaboration of the Chair and Treasurer in furtherance of its obligations under this Services Agreement. "Expenses" does not include travel costs for TEX-21 members other than those incurred by members participating in official TEX-21 recruitment trips as outlined in the Bylaws; long distance and connection fees and phone costs other than those necessary for Firm initiated calls, communications and transmissions to interested parties; salaries or consulting fees for non-Firm employees or firms and related costs. "Expenses" does include reasonable costs, which are not covered by hosting entities for TEX-21 Statewide Quarterly or Regional Meetings and meal charges for TEX-21 members during other scheduled meetings and attendant to business meetings of TEX-21.

As it relates to various Missions of TEX-21, Firm shall be entitled to be receive all "Ground Fees" and related costs and reimbursements from participants of any or all Missions as a recoupment if the Firm's costs, expenses and time in facilitating said Missions.

At the end of the Engagement Term(s) or Renewal Engagement Term(s) (defined below), if any thereafter, this Services Agreement may be extended for an additional period of twelve (12) consecutive months ("Renewal Engagement Term") by means of a mutually agreed written agreement executed by both Client and the Firm at least sixty (60) days prior to termination of the Engagement Term. Provided, however, that Client may, at its exclusive option exercisable no later than sixty (60) days prior to termination of the initial Engagement Term, extend this Agreement for an additional period of twelve (12) consecutive months ("Renewal Engagement Term") under the same terms and conditions as exist at the time of extension if membership and other revenues have been generated by Client and paid to Firm in the amounts as are herein reflected.

In the event of withdrawal by Client during the Engagement Term(s) or any Renewal Engagement Term(s) for any reason, Client shall provide the Firm sixty (60) days written notice of the Client's intent to withdraw and immediately pay to the Firm the Monthly Fee(s) for the remaining sixty (60) days and any unpaid Monthly Fee(s) and, plus any unreimbursed expenses incurred including those as defined in Parts III and IV below.

III.

Should the Firm be requested and authorized by the Chair and the Treasurer of TEX-21 to incur expenses other than those expenses as defined in Part II above, Firm shall be entitled to be reimbursed for the full cost of any such expenses incurred upon presentation of a statement to the Client outlining said costs and expenses.

IV.

Client and Firm agree that notwithstanding any other provision contained herein, no member of TEX-21 shall be obligated to pay Firm for services rendered pursuant to this Services Agreement any amount other than the appropriate dues for said member calculated pursuant to the schedule adopted by the Executive Committee based on the population of the entity or on some other basis. Firm agrees to provide the services as enumerated in Parts I. A. through T. above to the members of the Client regardless of the number of members who join TEX-21. Firm and Client agree that the first monies received and all monies received up to Five Hundred Forty-One Thousand Nine Hundred Twenty-Seven Dollars (\$541,927.00) shall be set aside and held exclusively for the purposes of fulfilling Client's obligation to pay the Firm pursuant to the provisions of this Agreement. Client and Firm agree that notwithstanding any other provision contained herein, as an incentive to the Firm to continue to recruit new members any additional monies received over and above Five Hundred Forty- One Thousand Nine Hundred Twenty-Seven Dollars (\$541,927.00) shall be the property of the Firm and shall be paid to the Firm after said above immediately referenced sum has been received.

V.

Client agrees that the Firm shall be entitled to withdraw from the engagement upon failure of Client to make timely payments as required by this Services Agreement. In the event of withdrawal by Firm for failure of Client to make timely payments as required by this Services Agreement prior to completion of the Engagement Term(s) or Renewal Engagement Term(s), if any, Firm shall provide the Client sixty (60) days written notice of the Firm's intent to withdraw and the Client shall immediately pay to the Firm the Monthly Fee(s) for the remaining sixty (60) days and any unpaid Monthly Fee(s), plus any expenses incurred, including those as defined in Parts II, III and IV above, and comply fully with the terms and provisions of this Agreement.

Client shall be entitled to withdraw from the engagement for any reason upon sixty (60) days written notice by Client to the Firm. In the event of withdrawal by Client prior to completion of the Engagement Term(s) or Renewal Engagement Term(s), if any, Client shall immediately pay to the Firm all outstanding Monthly Fees and expenses and comply fully with the terms and provisions of this Agreement including Parts II, III and IV above.

VI.

Client acknowledges that Firm, from time to time, represents other clients' interests regarding matters similar in interest to those for which the Client pursuant to this Agreement engages Firm. Client acknowledges that said representation does not, and will not, constitute a conflict of interest and that Firm is entitled to pursue and to expand similar relationships.

Additionally, Client and Firm recognize and acknowledge that Firm is in the business of providing public policy and related consulting services to a variety of clients and that Firm is encouraged to continue and expand that practice. Furthermore, Client and Firm recognize and acknowledge that representation of the Client pursuant to this Agreement does not in any respect constitute a bar or prohibition to keeping or retaining current clients or to representing additional clients who may be interested in specific transportation or public policy projects.

VII.

Client recognizes that nothing in this Services Agreement and nothing in the Firm's statements to Client will be construed as a promise or a guarantee concerning the outcome of Client's matters. The Firm makes no such promises or guarantees. The Firm's comments about the outcome of Client's matters represent expression of opinion only.

VIII.

Client recognizes that the Firm's entitlement to payment of fees and expenses is not contingent upon the results obtained or the final disposition of the services for which the Firm has been retained; however, Firm agrees and represents that it will exercise ordinary care in representing the interests of the Client in this matter.

IX.

Client recognizes that the working papers, lists and records of any type and content, prepared, generated, assembled and accumulated by the Firm in connection with this representation belong to, and remain the property of, the Firm. Client has access to and may obtain one copy at no charge, and additional copies at Client's expense, of the Firm's said working papers and said copies shall be delivered to the Client within fourteen (14) days of the Client's request.

X.

Client further represents that its Chairman has been authorized and directed to execute and enter into this Services Agreement by action of the Executive Committee of TEX-21 pursuant to its authority as outlined in the Bylaws.

XI.

Client and the Firm may amend or modify this Services Agreement at any time so long as such amendment or modification is reduced to writing and is mutually agreed upon by Client and the Firm.

XII.

Firm will make all of its books and records involved with the representation of Client available to Client on three (3) days written notice at Firm's place of business during normal business hours.

XIII.

Venue for any purposes under this contract shall be Dallas County, Texas.

AGREED TO AND SIGNED THIS THE ___ DAY OF April , 2022.

Transportation Excellence for the
21st century [TEX-21]

Gary Fickes
Chair, TEX-21

Dean International, Inc.

David A. Dean President
and CEO