

EXHIBIT
"A"

CONTRACT

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

- A. Upon execution of this contract, Round Rock 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 Round Rock's interests with specific emphasis on Round Rock'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 Round Rock before the Texas Comptroller's office and other tax policy organizations as directed by Round Rock.
 - 3. Facilitate meetings between Round Rock representatives and key, state and local officials and tax administrators / regulators.
 - 4. Work with Round Rock 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 87th Session of the Texas Legislature.
- B. For such engagement, Round Rock will pay HMWK a fee of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per month for the period January 1, 2021 through December 31, 2021. The fee shall not cover expenses such as air courier, reproduction, postage, entertainment, and travel costs, which shall be billed and payable by Round Rock subject to prior approval by Round Rock 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 Round Rock for indebtedness or other legal obligation.
- D. All governmental affairs activities by HMWK on behalf of Round Rock will be done in a prompt manner and in accordance with all applicable federal, state and local laws and regulations and professional standards. Round Rock 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. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; (2) and will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of HMWK verifies that HMWK does not boycott Israel and will not boycott Israel during the term of this contract.
- G. The effective date of this contract is January 1, 2021, and it shall terminate on December 31, 2021; provided, however, that this contract may be extend at the end of the initial term for up to a maximum of two (2) 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.
- H. 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 Round Rock.

HMWK, LLC
John Kroll, Principal
December 14, 2020



City of Round Rock
Craig Morgan, Mayor
January 14, 2021