

COUNTY OF EL PASO, TEXAS CONTRACT

SERVICES AGREEMENT FOR

CONSULTANT SERVICES

On this 24th day of **March, 2025**, this contract is entered into by and between the County of El Paso, a political subdivision of the State of Texas, hereinafter referred to as “County” and Lyle Sumek Associates, Inc. hereinafter referred to as “Consultant.”

WHEREAS, the County wishes to engage the services of the Consultant for consulting services to develop an overall strategic framework and plan for the El Paso County Commissioners Court; and

WHEREAS, Consultant is knowledgeable and capable of rendering said services to the County;

NOW, THEREFORE, the Parties hereto mutually agree as follows, but not limited to:

- I. SCOPE OF SERVICES.** Consultant shall provide goal setting facilitation services with the objective of assisting County officials and management staff to develop and implement a set of goals and policies for the County of El Paso leadership. The scope of work for the facilitation services to be performed under this Agreement shall generally consist of the following:
1. Preparatory work as reasonably necessary to prepare for the meetings described in items 2 and 3 below. Preparatory work will include but not be limited to the following:
 - a. Clarification calls and communications with the County;
 - b. Collect and review pertinent background documents including but not limited to the current budget, governance documents, prior strategic planning workshop reports, key staff reports, and other appropriate materials.
 2. One-on-one meetings of approximately one hour’s duration, directly with each of the following: the County Judge, each County Commissioner, the Chief Administrator and designated staff, and County department directors as coordinated by the Consultant to take place by telephone no later than **March 14, 2025**. The dates of such meetings shall be mutually determined by the Consultant and the meeting participant. The goals of such meetings include but are not limited to:
 - a. Introduction to the Consultant and strategic planning workshop purpose;
 - b. Setting expectations for a successful planning workshop;
 - c. Identification of current issues and future challenges;
 - d. Gathering of information regarding each meeting participant’s goals and priorities for the community and County government.
 3. Collect and review worksheets documenting the goals and priorities of each meeting participant, and development of a written summary of the common themes identified through the meetings described in Section 2 above.
 4. Develop, review, and confirm a recommended workshop process and agenda with the Chief Administrator, and as appropriate, the County Judge, to ensure that the County’s goals and expectations will be fully addressed.

5. Facilitate a strategic plan workshop to take place in person, all day on **April 8th, 9th, and 10th 2025**. Such facilitation will include but not be limited to:
 - a. Review the existing nine (9) goals and discuss whether any of the goals should be consolidated;
 - b. Review objectives and the desired outcomes/impacts that the Commissioners Court aims to achieve through these actions.;
 - c. Review existing major projects in progress or potential projects funded by bonds;
 - d. Brainstorming and prioritization of strategic goals and objectives. Review top priorities the Commissioners Court have identified in the March Special Session meeting and calls. Identify any additional objectives or activities that the Court agrees should be added, particularly if staff have not yet provided specific activities;
 - e. Meet with County Department Heads to review goals and objectives. Department Heads will provide updates to existing activities and any new activities the Commissioners Court have identified. Department Heads will work with Consultant to ensure clear descriptions are provided on objectives and activities;
 - f. Meet with the Commissioners Court and Department Heads to review the activities provided by the staff and gather feedback from the Commissioners Court;
 - g. Open dialog and discussion of governance, teamwork and collaboration needs of the County Commissioners Court and County Administration in light of identified goals and priorities.
6. Provide a written final report within 45 business days of the final date of the meeting with the County that summarizes the outcomes of the strategic planning session. The final report will be in the form of a narrative and bulleted list summary and will include issue prioritization and other documentation of the group interaction during the workshop sessions.

II. TIME OF PERFORMANCE BY CONSULTANT. The services of Consultant are to commence on the date above regardless of the date of execution hereof and shall be undertaken and completed no later than **October 1, 2025**. This Agreement may be extended by mutual written agreement of the Parties.

III. COMPENSATION AND METHOD OF PAYMENT. The County will pay Consultant in the amount of **THIRTY-SEVEN THOUSAND DOLLARS AND 0 /100 DOLLARS (\$37,000.00)** (the "Fee"). The Fee shall be paid within thirty (30) business days of the Consultant's submission of the final invoice to the County Auditor and County Administration following the completion and the County's receipt of the final report and documents required by **Section I.5.** above. The Fee shall not exceed \$37,000 and shall include all services provided in this Agreement, as well as all expenses for transportation, and lodging and meals incurred traveling in furtherance of this contract.

IV. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The County shall not be subject to any obligations or liabilities of the Consultant incurred in the performance of this contract unless specifically authorized in this contract. The Consultant expressly agrees to indemnify and hold harmless the County, its agents, officers, and employees, for any and all liabilities and obligations incurred due to any breach of contractor, negligent acts or omissions, or other defalcations on the part of the Consultant.

V. **LAW GOVERNING CONTRACT.** For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

VI. **TERMINATION.** The County may terminate this contract for convenience after ten (10) days written notice to Consultant of its intention to terminate this contract, or at any time by mutual agreement of the Parties. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by County Administration in writing. Consultant shall be entitled to compensation for the reasonable value of the work product actually performed and expenses incurred prior to the effective date of the notice of termination. In the event of termination for convenience, the Consultant shall provide the County an itemized list of the work performed through the date of termination and the corresponding fee.

The County may terminate this contract if Consultant fails to perform the services herein in a timely and professional manner. Upon termination for cause, the County shall owe no further consideration, fees, or expenses to the Consultant after the date of termination.

VII. **COMPLETE AGREEMENT.** This agreement constitutes and expresses the entire agreement between the Parties hereto in reference to the services of the Consultant for the County, and in reference to any of the matters or things herein provided for, or herein before discussed or mentioned in reference to such services, all promises, representations, and understanding relative thereto herein being merged.

VIII. **NOTICE.** Any notices required under this contract shall be sufficient sent by Certified Mail, Return Receipt Requested to the following addresses:

COUNTY: Ricardo A. Samaniego
County Judge
500 E. San Antonio, Suite 301
El Paso, Texas 79901

With a Copy to: Betsy C. Keller, Chief Administrator
County Administration
500 E. San Antonio, Room 302A
El Paso, Texas 79901
bkeller@epcounty.com

CONSULTANT: Lyle J. Sumek
President
411 N. River Drive E #502
Ft. Lauderdale, FL 33301-2477

IX. **MISCELLANEOUS.**

1. County is a tax-exempt political subdivision of the State of Texas that will not be liable for any taxes from which it is exempt.

2. Nothing referenced herein modifies or waives any sovereign immunity, lien or indemnity prohibition, defense, or limitation of liability enjoyed by County, its elected officials, or employees at common law or under other Texas law.
3. Consultant acknowledges that funding to pay for support and services referenced herein is subject to annual appropriations by County's governing body, and any termination, liability, indemnity, other provision in the Terms to the contrary does not apply to County. In the event such funds are not appropriated in any fiscal year for support and services, **County Administration** may terminate the agreement between the parties upon no less than 30 days prior written notice without incurring any termination liability or penalty. Such termination will not affect County's obligation with respect to payment for satisfactory service or support received through the termination date.
4. The parties are not liable for delays in performance due to causes beyond their reasonable control. The parties are not liable under any circumstance for lost business/profits, indirect, consequential, liquidated, or punitive damages of any kind, under any theory of recovery even if the party is advised of the potential for any such damages, and a party shall be liable for direct damages only to the extent allowed by parties law and attributable to that party's gross negligence, willful, or intentional conduct.
5. County is subject to the Open Meetings Act and Public Information Act, Texas Government Code Chapters 551 and 552, respectively, which may require the disclosure of information despite any confidentiality or other provisions to the contrary in the Terms between the parties.
6. As concerns any payments and interest, the Texas Prompt Payment Act at Texas Government Code Sec. 2251.001 et seq. applies to County and the Terms between the parties.
7. Consultant is a company pursuant to Texas Government Code Section 2271.001(2) and verifies it does not and will not boycott Israel as defined in Section 2271.00(1), for the duration of the Agreement.
8. The laws and remedies of the State of Texas apply to this contract and to the Terms between the Parties, Texas choice of law or conflicts of law provisions notwithstanding. Venue is in El Paso County, Texas.
9. The experience, knowledge, capability and reputation of Consultant, its principal and employees, were a substantial inducement for the County to enter this Agreement. Therefore, Consultant shall not assign its obligations herein or contract with any other entity to perform in whole or in part the services required hereby without the express written approval of the County.
10. Consultant shall keep the books and records necessary to perform the services required by this Agreement and allow the County to evaluate the same. The County shall have full and free access to such books and records at all times during normal business hours of the County, including the right to inspect, copy, audit, and make records and transcripts of such records. Such records shall be maintained for a period of three (3) years following completion of services hereunder, and the County shall have access to such records in the event any audit is required.
11. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and agents in the performance of this Agreement shall be the property of the County and shall be delivered to the County upon request of the County or upon termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by County of its full rights of ownership of such documents and materials.
12. Consultant covenants that, by and for itself, its executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.
13. This Agreement may be amended at any time by an instrument in writing signed by both parties.

14. Should a portion of this Agreement be declared invalid or unenforceable by a judgement or decree of a competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of the bargain or renders this Agreement meaningless.
15. The persons executing this Agreement on behalf of the parties hereto warrant that such party is duly authorized to execute and deliver this Agreement on behalf of said party.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

COUNTY:

Ricardo A. Samaniego, County Judge

Date: _____

Approved as to content:

Betsy C. Keller, Chief Administrator

CONSULTANT:

Lyle Sumek, President

Date: _____