



AGREEMENT FOR CONSULTING AND FEDERAL GOVERNMENT RELATIONS SERVICES

This agreement for Government Relations Services (“Agreement”) is entered into and agreed upon by and between Ashlee Rich Stephenson - AxAdvocacy, LLC (“AxAdvocacy”), and **The County of Hidalgo Texas** (“Client”). This agreement sets forth the standard terms of our engagement as your Government Relations Consultants. We ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

SECTION 1 – SCOPE OF WORK

1.1 Scope. The scope of work that AxAdvocacy will undertake pursuant to this agreement is as follows:

- **Develop a Comprehensive Advocacy Plan:** Outline a strategic approach with timelines, key milestones, and engagement strategies targeting the client's regulatory and legislative priorities.
- **Provide Direct Advocacy to Congress and Executive Agencies:** Conduct targeted advocacy with Congressional members and agencies, aligning messaging with the client's objectives to secure support and drive relevant actions.
- **Draft Authorizing and Appropriations Legislation:** Craft specific legislative language and proposals for inclusion in bills and appropriations, coordinating with legislative staff for alignment and integration.
- **Organize Congressional Outreach and Meetings:** Schedule and facilitate discussions with Congressional representatives and committees, ensuring effective communication of the client's priorities.
- **Create Advocacy Materials:** Develop focused, impactful materials such as briefs, fact sheets, and position statements to support engagement efforts.
- **Draft Support Letters for Policy Goals and Legislative Proposals:** Prepare official letters to legislative and regulatory bodies, articulating the client's support and rationale for key initiatives.
- **Monitor and Report on Relevant Developments:** Track and analyze policy changes and regulatory updates, providing the client with timely insights and strategic recommendations.

AxAdvocacy will work with the Client on the appropriate strategy necessary to achieve the goals of this plan.

1.2. Opinions on policy or political outcomes. AxAdvocacy will undertake reasonable efforts to achieve Client’s goals. Any expressions on our part concerning the outcome of your government relations matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on circumstances at the time they are expressed.



1.3 No duties to related parties. It is our policy that Client is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity such as parents, subsidiaries, employees, officers, directors, shareholders or partners of a corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association.

SECTION 2 – PRINCIPAL CONTACT

Client may be served by a principal contact person—designated by AxAdvocacy. The principal contact person should be someone in whom the Client has confidence and with whom Client is comfortable working. Client may request a change of principal contact person at any time. Subject to the supervisory role of the principal contact person, Client’s work may be performed by other AxAdvocacy professionals. Such delegation may be for the purpose of involving those with special expertise or relationships in a given area or for the purpose of providing services on the most efficient and timely basis.

SECTION 3 – COMPENSATION, INVOICES, AND EXPENSES

3.1 Compensation. Client will be charged on a monthly basis for AxAdvocacy’s services. The monthly charge will be set at \$10,000 for Government Relations Services.

In determining the staffing of the matter and the rates charged, we consider:

- The novelty and complexity of the issues presented, and the skill required to perform the government relations services;
- The fees customarily charged in the market for similar services and the value of the services to you;
- The time constraints imposed by you as our client and other circumstances, such as an emergency effort, an especially difficult issue, or substantial disruption of other office business;
- The experience, reputation and expertise of the specific consultants performing the services.

3.2 Invoice. Payment shall be due in accordance with the Texas Prompt Payment Act. AxAdvocacy will invoice Client on a monthly basis, for both fees and disbursements. Payment is due on receipt. AxAdvocacy will notify Client in writing if Client’s account becomes delinquent and Client agrees to bring the account or the retainer deposit current. If Client remains delinquent and does not arrange satisfactory payment terms, AxAdvocacy will withdraw from the representation and pursue collection of your account.

3.3 Expenses. Client agrees to reimburse AxAdvocacy for reasonable and necessary expenses incurred in connection with the Government Relation Services. These expenses are



separate from the above monthly retainer to cover normal operating expenses for the duration of the contract. AxAdvocacy agrees to a \$2,000 monthly cap on actual expenses; any expenses in excess of that cap will require written Client approval. Actual expenses may include, but are not limited to, the following: travel to Washington, D.C., and federal regional offices to meet with Members of Congress and the appropriate senior executives within the Executive Branch. AxAdvocacy will obtain Client's written approval before any such travel is undertaken.

SECTION 4 – TERMS AND TERMINATION

4.1 Term. The term of the Agreement will end 6 months from the date of commencement/execution.

4.2 Termination. Either party may terminate the Agreement, with or without cause, on thirty (30) day advance written notice to the non-terminating party. Upon Client's termination, Client will have no liability or payment obligations to consultant after the effective date provided in the notice of termination, except for approved compensation or expenses incurred prior to that date.

4.3 Extension. At the end of the 6-month engagement period, the parties can mutually agree in writing to end or extend the engagement.

SECTION 5 – AMENDMENTS

Amendments to this Agreement must be in writing signed by both parties.

SECTION 6 – RECORD RETENTION

AxAdvocacy will retain files for five years relating to the Services provided for in this Agreement. The client may request the file at any time during, upon conclusion of, or after conclusion of this matter. Five years after the conclusion of this matter, the file will be destroyed without further notice to you.

SECTION 7 – LOBBYING DISCLOSURE ACT

It is understood that AxAdvocacy may be required to register on behalf of the Client under the terms of the Lobbying Disclosure Act of 1995 (2 USC § 1601 et seq.) and any subsequent laws or regulations and/or lobbyist reporting rules of other jurisdictions, if necessary.

SECTION 8 – ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement, and no other Agreement, statement,



or promise relating to the subject matter of this Agreement that is not contained in this Agreement shall be valid or binding.

SECTION 9 – CONFIDENTIALITY

Client and AxAdvocacy are entering into this Agreement in order to achieve specific policy and political goals and, from time to time, to petition the government or engage in public communications intended to influence policy. Client and AxAdvocacy recognize that it is essential that their communications regarding these efforts be kept confidential, whether those communications are with each other, and or whether they are internal within each of Client and AxAdvocacy. Any information, data, and documents (collectively, “Confidential Information”) that either party receives from the other will be treated as confidential. AxAdvocacy will not disclose, disseminate, or use the Confidential Information in any manner other than in furtherance of this Agreement, which may include communications to third parties. Client agrees that it will not disclose, disseminate, or use any information provided by AxAdvocacy in any manner other than in furtherance of this Agreement. If either party receives a subpoena or other request for documents or information issued in a judicial proceeding or by a governmental authority (an “Official Request”), it agrees to provide prompt and reasonable notice to the other party in order to afford the other party an opportunity to assert any privileges or other legal protections from disclosure. If such notice is provided, each party agrees that its counterpart’s response or production in response to an Official Request shall not be a breach of this Agreement. If AxAdvocacy receives an Official Request in a matter in which the Client is a party litigant, or in which the Client is at least a witness, Client agrees to indemnify and reimburse AxAdvocacy for its reasonable expenses of compliance.

SECTION 10 – RELATIONSHIP OF THE PARTIES

AxAdvocacy shall perform its Services under this Agreement as an independent contractor and shall not be considered an employee of the Client.

SECTION 11 – MISCELLANEOUS

In the event that any one or more of the provisions of this Agreement is, for any reason, found to be unenforceable in any respect, all other parts of this Agreement remain enforceable and should be construed as if the unenforceable provision had never been contained in this Agreement.

This Agreement has been reviewed and negotiated by each party, and its terms shall not be construed against either party.

SECTION 12 – DISPUTES, ARBITRATION, AND LIMITS OF LIABILITY

The parties agree that any dispute arising under or relating to this Agreement, or the breach thereof (“Disputes”) shall be subject to the following rules.

- a. All Disputes, except for actions in which a party seeks injunctive or equitable relief pertaining to the disclosure of Confidential Information, shall be first negotiated in good faith, and then determined by final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and Mediation Procedures (“Commercial Rules”).
- b. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 10 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place (the “Meeting”). All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while these negotiation procedures are pending, and the parties will take such action, if any, required to effectuate such tolling.
- c. At the conclusion of the Meeting (or after 30 days if either party refuses to make reasonable arrangements to meet), a request for arbitration may be filed and served in accordance with the Commercial Rules.
- d. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The arbitration shall be final and binding and may be enforced in any court having jurisdiction, including but not limited to any court within the District of Columbia. The arbitration shall be held in or within thirty miles of Washington, D.C. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator shall have no authority to award punitive damages against any person or entity, or to award any amount against AxAdvocacy in excess of the amount Client has paid it under this Agreement. It may award the costs of collection of fees for services due under this Agreement, and pre- and post-award interest under the rates then prevailing in District of Columbia courts, but it may not otherwise award fees or costs or impose any other monetary sanctions on any party.



- e. All Disputes, as well as the interpretation and enforcement of this Agreement, shall be governed by the law of the District of Columbia.
- f. Any Disputes not subject to arbitration shall be brought in the state or federal courts of the District of Columbia.



I accept and agree the terms as set out above.

AxAdvocacy, LLC.

Hidalgo County Commissioners Court

By: Ashlee Rich Stephenson

By: _____

Name: Ashlee Rich Stephenson

Name: _____

Title: President

Title: _____

Date: 1/12/2026

Date: _____

Address: _____

Phone: _____

Email: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>GARRISON MANAGEMENT GROUP, LLC</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>AXADVOCACY, LLC</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p> <p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>800 W 47TH ST STE 200</p> <p>6 City, state, and ZIP code</p> <p>KANSAS CITY, MO 64112</p> <p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
--	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
8	1	-	4	1	8	7	0	1	4

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 4/11/2025
------------------	--------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they