

**AGREEMENT FOR SERVICES
BETWEEN THE
OFFICE OF THE GOVERNOR
AND
CATHERINE CARPENTER**

This Agreement is entered into by and between the Office of the Governor ("OOG") and Catherine Carpenter ("Vendor"), collectively "the Parties."

The terms of this Agreement are as follows:

1. **Performance.** The OOG agrees to engage the Vendor to provide personal chef and meal preparation services at the Governor's Mansion on an as needed basis, at the call of the OOG.
2. **Agreement Term.** This Agreement is effective September 1, 2018 and shall continue in effect until August 31, 2019, or until the Agreement is otherwise terminated as provided herein.
3. **Consideration.** The total payment for services of the Vendor under this Agreement shall not exceed Five Thousand Dollars (\$5,000.00).

The services to be provided under this Agreement shall be provided at an hourly rate of \$30.00 per hour, up to forty hours per week, as requested by the OOG. If the Vendor provides services in excess of forty hours per week, each hour in excess of forty will be reimbursed at an hourly rate of \$45.00 per hour.

4. **Payment.** Payments will be made on a monthly basis and shall be determined by the amount of services performed during the prior month and shall be in accordance with the work schedule and payments rates as described herein. Vendor will submit a monthly invoice that shows the work hours and schedule for each week. Invoices should be mailed or otherwise directed to: Office of the Governor, Attn: Accounts Payable, P.O. Box 12878 Austin, Texas 78711. Each monthly payment will be due and payable upon OOG approval. The OOG will have five (5) business days in which to review the statement of work performed. If the OOG does not accept the work product or approve a statement, it shall be returned to the Vendor within seven (7) days of submission, with a statement providing the reason that approval was not granted. The Texas Prompt Payment Act applies to this Agreement.

5. **Termination for Convenience; Termination.** This Agreement may be terminated by either party by giving the other party thirty (30) days advance written notice. This Agreement may also be terminated by the OOG should state appropriated funding for this Agreement become unavailable, but in such event, the OOG agrees to pay all costs incurred by Vendor up until the date of such termination.

6. **Special Terms and Conditions.** There are Special Terms and Conditions, in addition to this Agreement that apply to the Vendor.

7. General Matters.

Assignment. Vendor shall not assign or transfer any interest in this Agreement without the prior written consent of the OOG.

Law Applicable. This Agreement is made and entered into under the laws of the State of Texas and all disputes relating to this Agreement shall be governed by those laws. Venue shall be in Travis County District Court.

Dispute Resolution. To the extent it is applicable, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under this Agreement.

Prohibited Contracts; Antitrust. Vendor certifies that it is not ineligible to enter into this Agreement under Sections 2155.004 and 2155.006 of the Texas Government Code, it has not violated the antitrust laws of the State of Texas under Chapter 15, Bus. & Commerce Code, or the Federal Antitrust Laws, and it has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Independent Contractor. Vendor is an independent contractor of the OOG and is not an employee of OOG or the State of Texas. The OOG is not be responsible for withholding taxes with respect to the Vendor's compensation. Vendor shall have no claim against the OOG or the State of Texas for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or any other kind of state employment benefits.

Indemnification. Vendor has a duty to defend, indemnify and hold harmless the OOG. Vendor agrees to be responsible for all liability, loss, damage, or expense, including reasonable attorney's fees, which may result from acts or omissions of the Vendor in the performance of services under this Agreement. The defense shall be coordinated with the Office of the Texas Attorney General.

Conflicts of Interest. Vendor warrants that it has not given, nor does it intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in exchange for this Agreement.

Eligibility to work in the United States. Vendor warrants that she is eligible to work in the United States.

Delinquent Child Support Obligations or Debts. Vendor certifies that it is not ineligible to receive any payment under this Agreement pursuant to Section 231.006, Texas Family Code. Vendor agrees that to the extent it may owe any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments Vendor is due under this Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until paid in full.

Audit Provisions. Vendor agrees to accept the authority of the OOG or the State Auditor's Office to audit or investigate the expenditure of state funds under this Agreement. Vendor further agrees to cooperate fully with the OOG or the State Auditor's Office, including providing all records requested.

Israel; Iran, Sudan or Foreign Terrorist Organizations. Vendor verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Vendor also certifies that it is not a "Listed Company" that is identified by the lists prepared and maintained by Texas Comptroller of Public Accounts under Texas Government Code, sections 2252.153 and 2270.0201.

8. Entire Agreement; Amendment.

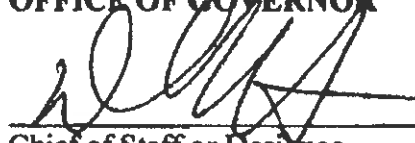
This Agreement contains the entire agreement between the OOG and Vendor. This Agreement may be amended only upon a written agreement signed by the Parties.

CATHERINE CARPENTER



Catherine Carpenter
3209 Lafayette Ave
Austin, Texas 78722

OFFICE OF GOVERNOR



Chief of Staff or Designee
Office of the Governor
P. O. Box 12428
Austin, Texas 78711

Office of the Governor

Confidentiality Agreement

I understand and accept the following special terms and conditions of my position as Mansion Chef with the Office of the Governor:

1. My duties as the Mansion Chef will be performed within a unique environment. The trust and reliance of the Mansion residents and staff and the Office of the Governor will be placed in me.
2. In the performance of my duties, I may become aware of or gain access to sensitive or confidential information. Some of the information may be written communications and some of the information may be received and learned by my interactions with others.
3. Some of the information may be protected from disclosure by federal or state law. Some of the information, although not protected by federal or state law, if disclosed would adversely impact or harm the Mansion residents and staff and the Office of the Governor.
4. I shall treat all information accessible to me in the performance of my duties or obtained by me as "Protected Information," regardless of its format (electronic, paper, oral).
5. I shall use Protected Information for the sole purpose of performing my job duties and not for any personal gain or other purpose.
6. Unless disclosure by me of Protected Information is required under law, I shall not disclose Protected Information to anyone and shall not disclose Protected Information at any time, including during the time of my work with the Office of the Governor and at any time after my work with the Office of the Governor.
7. I understand that any failure to adhere to this Confidentiality Agreement will subject me to further action, up to and including termination of my contract, and/or civil and criminal legal sanctions and/or liability for damages. I agree that reasonable damages for my breach of this agreement shall be, at a minimum, \$250,000.
8. I understand that these special terms and conditions of my working relationship exist in addition to, and are not a replacement for, the requirements applicable to all Mansion workers. This Confidentiality Agreement does not change my contractor at-will status.

Catherine Carpenter

Contractor Name (Print)

[Signature]

Signature

08.31.2018

Date