



The County & District Clerks' Association of Texas
Virtual Executive Board Meeting
Meeting Date: February 15, 2024 @ 2:00 P.M.
MEETING MINUTES
(Documentation provided during this meeting is attached hereto)

Call to Order- Julie Smith, CDCAT President at 2:00 P.M.

Roll Call- by Karren Winter for Jennifer Wright, Secretary

Officers

- ☒ President – Julie Smith, Potter County Clerk
 - ☒ Vice President – John Warren, Dallas County Clerk
 - ☒ Treasurer – Sandra Roblez, Yoakum County District Clerk
 - ☒ Secretary – Jennifer Wright, Jeff Davis County & District Clerk
 - ☒ Immediate Past President – Patti Henry, Chambers County District Clerk
 - ☒ Parliamentarian - Karren Winter, Archer County Clerk
- *Everyone present has signed a waiver.

GUESTS

Jay Williamson, Williamson Public Affairs
Jim Grace
Becky Frost, County Progress
Karen Gladney, legal counsel
Clarissa Webster, Ector Co. District Clerk
Luz Hinojosa, TAC
Sam Burke, TAC

Invocation - John Warren, Vice President

Pledges to the American and Texas Flags - Sandra Roblez, Treasurer

1. Discussion, Consideration and Approval of the following items as needed:
 - a. Discussion of retaining a lobbyist for CDCAT and recommending a contract amount. (attached)
John Warren moves that we take the recommendation to our CDCAT Board of Directors to engage with Jay and move forward with Williamson Public Affairs to continue the services for our legislative actions at the stated prorated amount and ongoing compensation. Second by Sandra Roblez. All in favor. Motion carries.

- b. Authorizing the CDCAT bookkeeper to create two separate accounts at First Financial Bank to deposit monies received from corporate entities, and one to deposit monies received from public entities.

Patti Henry makes a motion that we authorize Zachry Publications more specifically Becky Frost to create two separate accounts at First Financial Bank to deposit monies received from corporate entities, and one to deposit monies received from public entities. John Warren seconds. All in favor. Motion carries.

- c. Discussion and recommendation of CDCAT officer with authority over accounts established at First Financial Bank by the CDCAT bookkeeper.

Patti Henry makes a motion that those officers are the President and the Treasurer of CDCAT pursuant to the Vice President being where our bylaws in the event of the Presidents inability to act. Patti Henry amends her motion to state that she recommend the CDCAT officer with the authority over our accounts would be the President and the Treasurer together with Becky Frost. Sandra Roblez seconds. All in favor. Motion carries.

- d. To name the "signers" of the accounts established at First Financial Bank by the CDCAT bookkeeper.

Julie Smith makes the motion to allow the following office holders to have online access to the account and signature authority and that would be Michelle Little with Zachry Publications, the CDCAT President, CDCAT Vice President, CDCAT Treasurer. Jennifer Wright seconds. All in favor. Motion carries.

- e. To consider authorizing the CDCAT website designer, David Bray, to make additions to the CDCAT tracker in order to add a group manager, add the ability to group and ungroup clerks from the contact list and add support for selecting groups during the email process. The hours estimated by David Bray to complete the project are 15 to 18 hours.

Patti Henry makes a motion we take this recommendation to the Board for them to consider allowing David Bray to make additions to CDCAT tracker in order to add a group manager. Sandra Roblez second. All in favor, John Warren Abstains. Motion carries.

2.New/Future Business:

Karen Gladney will be retiring June 30, 2024.

3. Adjourn – 3:17 P.M.

Patti Henry makes a motion to adjourn. John Warren seconds. All in favor.

Submitted on the 15th day of February 2024.

/s/ Jennifer Wright

Jennifer Wright

Jeff Davis County and District Clerk

Secretary, County and District Clerks' Association of Texas

THE COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

VICE PRESIDENT
JOHN WARREN
DALLAS COUNTY CLERK
500 ELM ST, STE 2100
DALLAS, TX 75202
PHONE: 214-653-7096
johnwarren@dallascounty.org



SECRETARY
JENNIFER WRIGHT
JEFF DAVIS COUNTY & DISTRICT CLERK
PO BOX 398
FORT DAVIS, TX 79734
PHONE: 432-426-3251
FAX: 432-426-3760
jennifer.wright@jeffdaviscounty.texas.gov

TREASURER
SANDRA ROBLEZ
YOAKUM COUNTY DISTRICT CLERK
PO BOX 899
PLAINS, TX 79355-7491
PHONE: 806-456-7491
FAX: 806-456-8767
sroblez@yoakumcounty.org

PRESIDENT
JULIE SMITH
POTTER COUNTY CLERK
PO BOX 9638
AMARILLO, TEXAS 79105-9638
PHONE: 806-379-2288
FAX: 806-379-2296
juliesmith@co.potter.tx.us

IMMEDIATE PAST PRESIDENT
PATTI L. HENRY
CHAMBERS COUNTY DISTRICT
2128 SH 61, PO BOX NN
ANAHUAC, TX 77514
PHONE: 409-267-2436
FAX: 409-267-8209
pherry@chambers.tx.gov

WAIVER OF NOTICE FOR THE MEETING OF EXECUTIVE BOARD February 15, 2024

In accordance with Bylaws Article XXI, I waive the required 10 calendar day meeting notice for the Board of Directors meeting and consent to the discussion, consideration and action, if any, of each matter presented at the meeting.



Signature



Title

Region: 1

Date: 2/6/24

THE COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

VICE PRESIDENT
JOHN WARREN
DALLAS COUNTY CLERK
500 ELM ST, STE 2100
DALLAS, TX 75202
PHONE: 214-653-7096
johnwarren@dallascounty.org



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JENNIFER WRIGHT
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PO BOX 398
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PHONE: 432-426-3251
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YOAKUM COUNTY DISTRICT CLERK
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PHONE: 806-456-7491
FAX: 806-456-8767
sroblesz@yoakumcounty.org

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AMARILLO, TEXAS 79105-9638
PHONE: 806-379-2288
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PATTI L. HENRY
CHAMBERS COUNTY DISTRICT
2128 SH 61, PO BOX NN
ANAHUAC, TX 77514
PHONE: 409-267-2436
FAX: 409-267-8209
phenny@chambers.tx.gov

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Signature

Dallas County Clerk
Title

Region: V

Date: 15 Feb 2024

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VICE PRESIDENT
JOHN WARREN
DALLAS COUNTY CLERK
500 ELM ST, STE 2100
DALLAS, TX 75202
PHONE: 214-653-7096
johnwarren@dallascounty.org



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JEFF DAVIS COUNTY & DISTRICT CLERK
PO BOX 398
FORT DAVIS, TX 79734
PHONE: 432-426-3251
FAX: 432-426-3760
jennifer.wright@jeffdaviscounty.texas.gov

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SANDRA ROBLEZ
YOAKUM COUNTY DISTRICT CLERK
PO BOX 899
PLAINS, TX 79355-7491
PHONE: 806-456-7491
FAX: 806-456-8767
sroblez@yoakumcounty.org

PRESIDENT
JULIE SMITH
POTTER COUNTY CLERK
PO BOX 9638
AMARILLO, TEXAS 79105-9638
PHONE: 806-379-2288
FAX: 806-379-2296
julie.smith@co.potter.tx.us

IMMEDIATE PAST PRESIDENT
PATTI L. HENRY
CHAMBERS COUNTY DISTRICT
2128 SH 61, PO BOX NN
ANAHUAC, TX 77514
PHONE: 409-267-2436
FAX: 409-267-8209
phentry@chambers.tx.gov

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SANDRA ROBLEZ
Sandra Roblez
Signature

Yoakum County District Clerk
Title

Region: 2

Date: 02/15/2024

THE COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

VICE PRESIDENT
JOHN WARREN
DALLAS COUNTY CLERK
500 ELM ST, STE 2100
DALLAS, TX 75202
PHONE: 214-653-7096

jwarren@dallascounty.org



SECRETARY
JENNIFER WRIGHT
JEFF DAVIS COUNTY & DISTRICT CLERK
PO BOX 398
FORT DAVIS, TX 79734
PHONE: 432-426-3251
FAX: 432-426-3760

jwright@jeff-daviscountytx.com

TREASURER
SANDRA ROBLES
YOAKUM COUNTY DISTRICT CLERK
PO BOX 899
PLAINS, TX 79355-7491
PHONE: 806-456-7491
FAX: 806-456-8767

srobles@yoakumcounty.org

PRESIDENT
JULIE SMITH
POTTER COUNTY CLERK
PO BOX 9638
AMARILLO, TEXAS 79105-9638
PHONE: 806-379-2288
FAX: 806-379-2296

juliesmith@pottercountytx.org

IMMEDIATE PAST PRESIDENT
PATTI L. HENRY
CHAMBERS COUNTY DISTRICT
2128 SH 61, PO BOX NN
ANAHUAC, TX 77514
PHONE: 409-267-2436
FAX: 409-267-8209

pghenry@chamberscountytx.org

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Signature

D/C Clerk Jeff Davis Co.
Title

Region: 3

Date: 2/15/2024

THE COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

VICE PRESIDENT
JOHN WARREN
DALLAS COUNTY CLERK
500 ELM ST, STE 2100
DALLAS, TX 75202
PHONE: 214-653-7096
FAX: 806214-653-7176
johnwarren@dallascounty.org



SECRETARY
JENNIFER WRIGHT
JEFF DAVIS COUNTY & DISTRICT CLERK
PO BOX 398
FORT DAVIS, TX 79734
PHONE: 432-426-3251
FAX: 432-426-3760
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PO BOX 899
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JULIE SMITH
POTTER COUNTY CLERK
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AMARILLO, TEXAS 79105-9638
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PATTI L. HENRY
CHAMBERS COUNTY DISTRICT
2128 SH 61, PO BOX NN
ANAHUAC, TX 77514
PHONE: 409-267-2436
FAX: 409-267-8209
pherry@chambers.tx.gov

WAIVER OF NOTICE FOR ^{Executive} ~~MEMBERS~~ TO THE MEETING OF BOARD ~~OF DIRECTORS~~ February 15, 2024

In accordance with Bylaws Article XXI, I waive the required 10 calendar day meeting notice for the Board of Directors meeting and consent to the discussion, consideration and action, if any, of each matter presented at the meeting.

Patti Henry

Signature

Immediate Past President

Title

Region: Chambers

Date: 2/6/2024

THE COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

VICE PRESIDENT
JOHN WARREN
DALLAS COUNTY CLERK
500 EIM ST. STE 2100
DALLAS, TX 75202
PHONE 214-653-7096

johwarren@dallascounty.org



SECRETARY
JENNIFER WRIGHT
JEFF DAVIS COUNTY & DISTRICT CLERK
PO BOX 398
FORT DAVIS, TX 79734
PHONE: 432-426-3251
FAX: 432-426-3760

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SANDRA ROBLIEZ
YOAKUM COUNTY DISTRICT CLERK
PO BOX 899
PLAINS, TX 79355-7491
PHONE 806-456-7491
FAX 806-456-8767

srobliez@yoakumcounty.org

PRESIDENT
JULIE SMITH
POTTER COUNTY CLERK
PO BOX 9638
AVALILLO, TEXAS 79105 9638
PHONE 806-379-2288
FAX 806 379 2296

juliesmith@potter.tx.us

IMMEDIATE PAST PRESIDENT
PATTIL HENRY
CHAMBERS COUNTY DISTRICT
2128 SH 61, PO BOX NN
ANAHUAC, TX 77514
PHONE: 409-267 2436
FAX: 409-267-8209

patt.henry@chambersco.net

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Laura Wink
Signature

Parliamentarian
Title

Region: *2*

Date: *2.6.2024*

CONSULTING AGREEMENT

THIS AGREEMENT (the "Agreement"), entered into as of January 23rd, 2024 (the "Effective Date"), by and between **Williamson Public Affairs, LLC ("Williamson")** and the **County and District Clerks' Association of Texas ("CDCAT")** (each a "**Party**" and collectively, the "**Parties**").

NOW, THEREFORE, in consideration of mutual promises, covenants, and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- a. **Services.** Williamson shall perform the services set forth on the attached Schedule A (the "**Services**").
- b. **Compensation.** As of January 23rd, 2024, The County and District Clerks' Association of Texas shall pay a \$2,000 prorated rate for January 2024 and then \$4,000 per month for the months of February 2024 - June 2025. Invoices shall be due within thirty (30) days of receipt.
- c. **Costs and Expenses.** CDCAT shall pay all costs and expenses that Williamson incurs in the course of performing the Services and shall reimburse it for any actual costs advanced on CDCAT's behalf. Costs and expenses include, but are not limited to, travel, copying, messenger services, computer research services, and filing fees. These charges may also include any sales or service tax that may be applicable. Generally, expenses for outside contractors will be directly billed or directed to CDCAT pursuant to retainers in which payment and indemnification terms remain strictly between CDCAT and the vendor. Williamson will not be responsible for payment of such services.
- d. **Term.** The term of this Agreement shall commence on the Effective Date and expire June 30, 2025 (the "**Term**"). Either Party may terminate this Agreement upon thirty (30) days' written notice.
- e. **Confidential Information.** Williamson may receive certain information from CDCAT that CDCAT designates as confidential ("**Confidential Information**"). Williamson Public Affairs will not disclose the Confidential Information to any third party or use it for any purpose but to fulfill its obligations in this Agreement. The obligations and restrictions in this section do not apply to Confidential Information that was or becomes generally publicly available, is requested or legally compelled by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes, or is required by a legislative or other government or regulatory body to be disclosed.
- f. **Conflicts.** Williamson represents a broad base of clients on a variety of matters. Williamson may represent other present or future clients on matters other than the Services, whether or not on a basis adverse to CDCAT or any of its affiliates, so long as the matter is not substantially related to the Services (referred to herein as "Permitted Adverse Representation"). CDCAT agrees that it will not assert the Agreement as a basis for disqualifying Williamson from representing any party in a Permitted Adverse Representation or assert any Permitted Adverse Representation as a basis for any claim of breach of duty. A Permitted Adverse Representation shall not include matters related to the

Services. Without CDCAT's prior written consent, Williamson shall not represent another client adverse to CDCAT if Williamson has obtained Confidential Information from CDCAT as a result of performing the Services that, if known to the other client, could be used in the other matter by the other client to CDCAT's material disadvantage. The waivers and agreements in this Agreement will continue in effect upon the termination of this Agreement.

- g. **Warranty.** CDCAT acknowledges that Williamson has made no guarantees as to the outcome of the Services.
- h. **No Attorney-Client Relationship.** CDCAT acknowledges that it is not retaining Williamson for legal advice, and the execution of this Agreement does not create an attorney-client relationship between Williamson and CDCAT.
- i. **Independent Contractor Status.** Williamson agrees to perform the Services solely as an independent contractor. The Parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the Parties.

- j. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas applicable to contracts made and fully performed therein, and the state and federal courts located in Austin, Texas, shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both Parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding and waive any claim that any such forum is an inconvenient forum.
- k. **Notices.** Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

If to Williamson Public Affairs:

- i. Williamson Public Affairs, LLC
- ii. 1304 Guadalupe St.
- iii. Austin, TX 78701

If to CLIENT:

- iv. The County and District Clerks' Association of Texas
- v. P.O. Box 9638
- vi. Amarillo, TX 79105

- l. **Assignment; Successors.** Neither Party, without the written consent of the other Party, may assign, subcontract, or delegate its obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns.
- m. **Waivers.** The waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.
- n. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by the Parties.
- o. **Counterparts.** This Agreement may be executed in any number of counterparts, and any Party hereto may execute any such counterpart, each of which, when executed and delivered, shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. The execution of this Agreement by any Party hereto shall not become effective until counterparts hereof have been executed by all Parties hereto.

- p. **Non-Disclosure of Terms.** Neither Party will disclose to any third party the terms of this Agreement unless expressly authorized in writing by the other to do so or as required by law.
- q. **Force Majeure.** A Party will not be considered in breach or in default because of, and will not be liable to the other Party for, any delay or failure to perform its obligations under this Agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, pandemic, government regulation or other event beyond that Party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable, (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement and (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this Agreement.
- r. **Indemnity.** Each Party hereby indemnifies and agrees to hold the other Party and its affiliates (and their officers, directors, employees, and agents) harmless from and against any loss, liability, damage, cost, or expense (including, without limitation, reasonable attorneys' fees and expenses) suffered or incurred by any of them and arising out of:
- a) the negligence or willful misconduct of that Party, or
 - b) any breach by that Party of its obligations or representations under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the Effective Date.

Williamson Public Affairs

The County and District Clerks' Association of Texas

By: _____

By: _____

Name: James Williamson

Name: _____

Title: Principal

Title: _____

Schedule A

STATEMENT OF WORK

This is an attachment to the Consulting Agreement between Williamson Public Affairs, LLC and The County and District Clerks' Association, dated as of the Effective Date.

Throughout this engagement, and as applicable to each of the above, Williamson Public Affairs services shall include:

1. Formulating strategies to protect CDCAT's policy interests at the State Capitol.
2. Researching and becoming proficient in all laws, rules, regulations, resolutions, and processes with significant impact on CDCAT;
3. Providing a full-time presence at the Texas state capitol while the legislature is in session;
4. Attending, researching, and analyzing committee meetings, interim studies, and task forces;
5. Identifying legislative champions and securing legislative sponsors for proposed legislation, and;
6. Advocating for CDCAT on issues to the governor, legislators, state agencies, and their respective staff and arranging meetings with the foregoing as requested.