

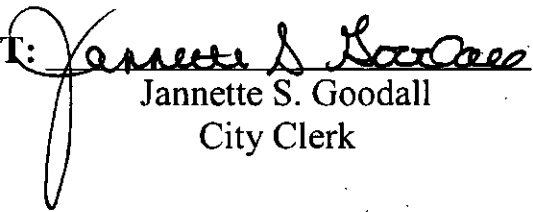
**RESOLUTION NO. 20181018-016**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

Council authorizes the negotiation and execution of professional services agreements for: (1) state agency and legislative representation services each for a one-year term and for a total combined amount not to exceed \$540,000 as set forth in Exhibit A, and (2) federal agency and legislative representation services each for a one-year term and for a total combined amount not to exceed \$132,000 as set forth in Exhibit B.

**ADOPTED:** October 18, 2018

**ATTEST:**

  
Jannette S. Goodall  
City Clerk

**Exhibit A**

**Consultants – 86<sup>th</sup> Interim Session**

**FY 2018-19**

<u>Name</u>	<u>Annual Amount</u>	<u>Term</u>
Focused Advocacy	\$165,000	2nd year of 2-years term
Nora Del Bosque	\$75,000	1 year
Cliff Johnson	\$75,000	1 year
Clayton Pope	\$75,000	1 year
David White	\$75,000	1 year
Ross Peavey/Brady & Peavey, P.C.	\$75,000	1 year
<b>Total Combined Amount</b>	<b>\$540,000</b>	

## **Agreement – Legislative & Regulatory Consulting Services**

### **City of Austin & Focused Advocacy, LLC.**

It is agreed effective October 1, 2017 that **Focused Advocacy, LLC.** (“Consultant”), located at 816 Congress Avenue, Suite 370, Austin, Texas 78701 will for the following compensation and under the following terms and conditions provide the **City of Austin** (“the City”) with the following scope of services:

#### **Scope of Services:**

Consultant will:

1. Represent the City’s general interests before the Texas legislature and the executive branch as directed by the City Manager;
2. As directed, represent the City’s interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings and developments at the Texas Water Development Board, the Texas Commission on Environmental Quality, the Texas Land Office, the Comptroller of Public Accounts, the Public Utility Commission, the Texas Department of Transportation, the Department of Housing and Community Affairs, and any other agency mutually agreed to by Consultant and the City;
3. As directed, engage with state agency staff and personnel to protect or advance the city’s interests during administrative rule-making proceedings;
4. Assist in the development of the City’s legislative agenda;
5. Assist with the development and passage of legislative initiatives as adopted by the City Council;
6. Provide general guidance and consultation to the City regarding the City’s legislative and regulatory goals;
7. Develop strategies and generally work to gain support to advance the City’s legislative and regulatory goals;
8. Work to defeat legislation the City deems detrimental;
9. Provide the City with timely updates regarding the status of pending legislation and rule makings;
10. Provide the City with an electronic tracking system which monitors the progress of legislation that could affect the City;

11. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);
12. Assist with the preparation and drafting of legislation and amendments;
13. Assist with the preparation and drafting of letters, speeches and other advocacy materials;
14. Assist with the preparation of City officials who testify before legislative bodies; and
15. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings.

**Points of Contact:**

Unless directed otherwise, the City's Intergovernmental Relations Officer shall act as the point of contact for the City and Brandon Aghamalian and Snapper Carr shall act as the point of contact for Consultant. Consultant is prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

**Term and Payment:**

The term of this contract shall be for 24 months from October 1, 2017 thru September 30, 2019. The City's obligation during the term is subject to appropriation of current revenue for each fiscal year during the term.

In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees to pay Consultant \$13,750 per month. No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The Parties agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant. Total payments to Consultant cannot exceed the \$13,750 per month, without prior approval and agreement of all Parties, evidenced in writing.

Monthly invoices will be sent on or around the 1<sup>st</sup> day of each month and payable by the City within thirty (30) days of receipt of an invoice.

Payment shall be either electronically deposited directly to the bank account provided by the Consultant or otherwise mailed to Focused Advocacy at 816 Congress Avenue, Suite 370, Austin, Texas 78701.

It is understood by the parties that the Performance Metrics attached as Exhibit "A" to this Agreement will be used by the City to evaluate the Consultant's performance of the scope of services in this contract.

**Termination:**

This agreement may be terminated at any time, for any reason, by either party giving sixty (60) days' notice in writing effective from the date written notice is delivered to either party. The City is responsible for and Consultant shall be fully compensated by the City through any early termination date.

The City may terminate the contract with fifteen days (15) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of the City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**Compliance with Texas Ethics Laws:**

Consultant agrees to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission.

**Conflicts of Interest:**

Should any other client of Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant or the City believe that its representation of the City is materially affected by the position taken by another client, Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date Consultant became aware of the conflict. Consultant must obtain written permission from the City to continue its representation.

If the conflict is between the City and any other client of the Consultant that is private sector organization, then Consultant shall resolve the conflict in favor of the City.

**Consultant Relationship:**

It is understood by the parties that Consultant is an independent Consultant for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

**Confidentiality:**

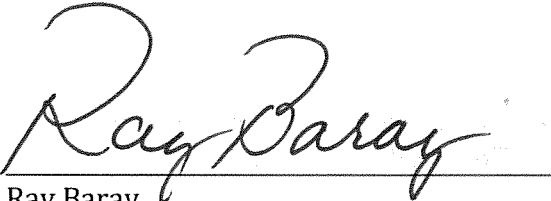
If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this agreement and as required by law. It is understood by

Consultant that the materials produced and provided under this agreement are the property of the City and shall be returned to them upon request.

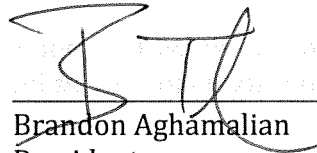
**Entire Agreement and Modifications:**

This Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings, negotiations or discussions (whether oral or written). This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties. This Agreement may be executed in multiple counterparts and legible, electronically-scanned or facsimile copies have the same force and effect as if all signatures were set forth on a single instrument.

This Agreement is accepted as evidenced by the following signatures of authorized representatives of the parties.



Ray Baray  
Chief of Staff  
City of Austin

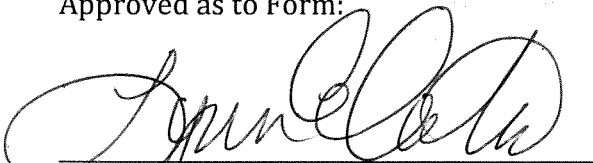


Brandon Aghamalian  
President  
Focused Advocacy, LLC

11/16/17  
Date

11-16-17  
Date

Approved as to Form:



Lynn E. Carter  
Assistant City Attorney

11/16/2017  
Date

## EXHIBIT "A"

### Performance Metrics for State Lobby Team

Activities	Frequency/Timing
<ul style="list-style-type: none"> <li>• Provide strategic counsel to COA for development of State Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Prior to session identify opportunities for each COA initiative, for communications to key members of the legislature</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Provide strategic counsel and opportunities to build strong relationships between City and key legislative, executive and administrative personnel</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Analyze, monitor, identify, and as directed, respond to municipally related legislation, proposed administrative rules and regulations detrimental to the City</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Assist with the scheduling of witnesses before legislative committees and administrative agencies and arrange appointments, as necessary</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Provide technical and strategic advice on messaging and legislative strategy.</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Draft bills and amendments as requested on issues deemed important to the City; solicit sponsorship of such measures</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Advocate against legislation that negatively impacts the City</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Submit reports to the IGR Officer on legislation and committee activity and provide in person updates to COA leadership, Ad Hoc Committee and Council, as requested</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
Outcomes	Frequency/Timing
<ul style="list-style-type: none"> <li>• Ensure 100% of the initiatives assigned by the COA program are filed for consideration by the appropriate House/Senate Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Achieve the agreed upon success rate and funding levels associated therewith for the COA Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Ensure 85% of legislation that negatively impacts the City does not pass</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>

## **Agreement – Legislative & Regulatory Consulting Services**

### **City of Austin & Nora Del Bosque**

It is agreed effective October 1, 2018 that **Nora Del Bosque** ("Consultant") will for the following compensation and under the following terms and conditions provide the **City of Austin** ("the City") with the following scope of services:

#### **Scope of Services:**

Consultant will:

1. Represent the City's general interests before the Texas legislature and the executive branch as directed by the City Manager;
2. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings and developments at the Texas Water Development Board, the Texas Commission on Environmental Quality, the Texas Land Office, the Comptroller of Public Accounts, the Public Utility Commission, the Texas Department of Transportation, the Department of Housing and Community Affairs, and any other agency mutually agreed to by Consultant and the City;
3. As directed, engage with state agency staff and personnel to protect or advance the city's interests during administrative rule-making proceedings;
4. Assist in the development of the City's legislative agenda;
5. Assist with the development and passage of legislative initiatives as adopted by the City Council;
6. Provide general guidance and consultation to the City regarding the City's legislative and regulatory goals;
7. Develop strategies and generally work to gain support to advance the City's legislative and regulatory goals;
8. Work to defeat legislation the City deems detrimental;
9. Provide the City with timely updates regarding the status of pending legislation and rule makings;
10. Provide the City with an electronic tracking system that monitors the progress of legislation that could affect the City;



11. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);
12. Assist with the preparation and drafting of legislation and amendments;
13. Assist with the preparation and drafting of letters, speeches, and other advocacy materials;
14. Assist with the preparation of City officials who testify before legislative bodies; and
15. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings.

**Points of Contact:**

Unless directed otherwise, the City's Intergovernmental Relations Officer shall act as the point of contact for the City. Consultant is prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

**Term and Payment:**

The term of this Agreement shall begin October 1, 2018 thru September 30, 2019. In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees the Consultant twelve (12) monthly installments of \$6,250.

No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The Parties agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant. Total payments to Consultant cannot exceed the \$6,250 per month, without prior approval and agreement of all Parties, evidenced in writing.

Monthly invoices will be sent on or around the 1<sup>st</sup> day of each month and payable by the City within thirty (30) days of receipt of an invoice.

It is understood by the parties that the Performance Metrics attached as Exhibit "A" to this Agreement will be used by the City to evaluate the Consultant's performance of the scope of services in this contract.

**Termination:**

This agreement may be terminated at any time, for any reason, by either party giving sixty (60) days' notice in writing effective from the date written notice is delivered to either party. The City is responsible for and Consultant shall be fully compensated by the City through any early termination date.

The City may terminate the contract with fifteen days (15) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of the City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**Compliance with Anti-Discrimination and Ethics Laws:**

Consultant agrees to comply with all federal, state, and local anti-discrimination laws. The City of Austin values diversity among its workforce and with its consultants. Consultant also commits to value and seek diversity in selecting its employees and workforce.

Consultant agrees to comply with all applicable state lobby registration and reporting laws, and with regulations and requirements of all applicable state authorities including the Texas Ethics Commission.

**Interested Parties Disclosure:**

As a condition to entering this Agreement, Consultant must complete, and file with the Texas Ethics Commission, Form 1295 Certificate of Interested Parties for a business entity and provide the certificate to the City (as required by state law for an agreement requiring council authorization). Form 1295 must be completed by Consultant on the Texas Ethics Commission website in accordance with procedures of the Commission, which include the requirement that the authorized agent of the Consultant acknowledge the disclosure is made under oath and under penalty of perjury. The City will acknowledge receipt of the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt of the certificate from Consultant. The Texas Ethics Commission's website link to Form 1295 filing procedures is: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Conflicts of Interest:**

Should any other client of Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant or the City believe that its representation of the City is materially affected by the position taken by another client, Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date Consultant became aware of the conflict. Consultant must obtain written permission from the City to continue its representation. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of the Agreement.

**Consultant Relationship:**

It is understood by the parties that Consultant is an independent Consultant for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

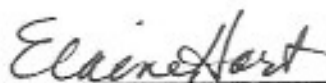
**Confidentiality:**

If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this agreement and as required by law. It is understood by Consultant that the materials produced and provided under this agreement are the property of the City and shall be returned to the City upon request.

**Entire Agreement and Modifications:**

This Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings, negotiations, or discussions (whether oral or written). This Agreement may not be modified, rescinded, or terminated orally, and no modification, rescission, termination, or attempted waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties. This Agreement may be executed in multiple counterparts and legible, electronically-scanned or facsimile copies have the same force and effect as if all signatures were set forth on a single instrument.

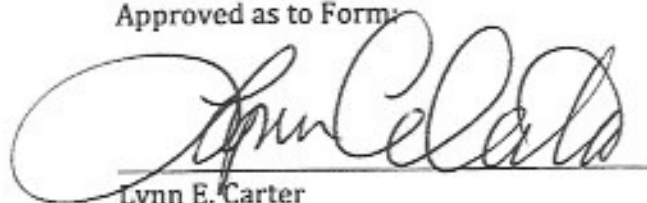
This Agreement is accepted as evidenced by the following signatures of authorized representatives of the parties.



Elaine Hart  
Deputy City Manager  
City of Austin

11-9-2018

Date  
Approved as to Form:



Lynn E. Carter  
Assistant City Attorney



Nora Del Bosque

11-28-2018

Date

11/9/2018

Date

**EXHIBIT "A"**

**Performance Metrics Measures for State Lobby Team**

<b>Activities</b>	<b>Frequency/Timing</b>
<ul style="list-style-type: none"> <li>• Provide strategic counsel to COA for development of State Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Prior to session identify opportunities for each COA initiative, for communications to key members of the legislature</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Provide strategic counsel and opportunities to build strong relationships between City and key legislative, executive and administrative personnel</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Analyze, monitor, identify, and as directed, respond to municipally related legislation, proposed administrative rules and regulations detrimental to the City</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Assist with the scheduling of witnesses before legislative committees and administrative agencies and arrange appointments, as necessary</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Provide technical and strategic advice on messaging and legislative strategy.</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Draft bills and amendments as requested on issues deemed important to the City; solicit sponsorship of such measures</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Advocate against legislation that negatively impacts the City</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Submit reports to the IGR Officer on legislation and committee activity and provide in person updates to COA leadership, Ad Hoc Committee and Council, as requested</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<b>Outcomes</b>	<b>Frequency/Timing</b>
<ul style="list-style-type: none"> <li>• Ensure 100% of the initiatives assigned by the COA program are filed for consideration by the appropriate House/Senate Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Achieve the agreed upon success rate and funding levels associated therewith for the COA Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Ensure 85% of legislation that negatively impacts the City does not pass</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>

## **Agreement – Legislative & Regulatory Consulting Services**

### **City of Austin & Cliff Johnson**

It is agreed effective October 1, 2018 that **Cliff Johnson** (“Consultant”) will for the following compensation and under the following terms and conditions provide the **City of Austin** (“the City”) with the following scope of services:

#### **Scope of Services:**

Consultant will:

1. Represent the City’s general interests before the Texas legislature and the executive branch as directed by the City Manager;
2. As directed, represent the City’s interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings and developments at the Texas Water Development Board, the Texas Commission on Environmental Quality, the Texas Land Office, the Comptroller of Public Accounts, the Public Utility Commission, the Texas Department of Transportation, the Department of Housing and Community Affairs, and any other agency mutually agreed to by Consultant and the City;
3. As directed, engage with state agency staff and personnel to protect or advance the city’s interests during administrative rule-making proceedings;
4. Assist in the development of the City’s legislative agenda;
5. Assist with the development and passage of legislative initiatives as adopted by the City Council;
6. Provide general guidance and consultation to the City regarding the City’s legislative and regulatory goals;
7. Develop strategies and generally work to gain support to advance the City’s legislative and regulatory goals;
8. Work to defeat legislation the City deems detrimental;
9. Provide the City with timely updates regarding the status of pending legislation and rule makings;
10. Provide the City with an electronic tracking system that monitors the progress of legislation that could affect the City;

11. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);
12. Assist with the preparation and drafting of legislation and amendments;
13. Assist with the preparation and drafting of letters, speeches, and other advocacy materials;
14. Assist with the preparation of City officials who testify before legislative bodies; and
15. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings.

**Points of Contact:**

Unless directed otherwise, the City's Intergovernmental Relations Officer shall act as the point of contact for the City. Consultant is prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

**Term and Payment:**

The term of this Agreement shall begin October 1, 2018 thru September 30, 2019. In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees the Consultant twelve (12) monthly installments of \$6,250.

No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The Parties agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant. Total payments to Consultant cannot exceed the \$6,250 per month, without prior approval and agreement of all Parties, evidenced in writing.

Monthly invoices will be sent on or around the 1<sup>st</sup> day of each month and payable by the City within thirty (30) days of receipt of an invoice.

It is understood by the parties that the Performance Metrics attached as Exhibit "A" to this Agreement will be used by the City to evaluate the Consultant's performance of the scope of services in this contract.

**Termination:**

This agreement may be terminated at any time, for any reason, by either party giving sixty (60) days' notice in writing effective from the date written notice is delivered to either party. The City is responsible for and Consultant shall be fully compensated by the City through any early termination date.

The City may terminate the contract with fifteen days (15) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of the City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**Compliance with Anti-Discrimination and Ethics Laws:**

Consultant agrees to comply with all federal, state, and local anti-discrimination laws. The City of Austin values diversity among its workforce and with its consultants. Consultant also commits to value and seek diversity in selecting its employees and workforce.

Consultant agrees to comply with all applicable state lobby registration and reporting laws, and with regulations and requirements of all applicable state authorities including the Texas Ethics Commission.

**Interested Parties Disclosure:**

As a condition to entering this Agreement, Consultant must complete, and file with the Texas Ethics Commission, Form 1295 Certificate of Interested Parties for a business entity and provide the certificate to the City (as required by state law for an agreement requiring council authorization). Form 1295 must be completed by Consultant on the Texas Ethics Commission website in accordance with procedures of the Commission, which include the requirement that the authorized agent of the Consultant acknowledge the disclosure is made under oath and under penalty of perjury. The City will acknowledge receipt of the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt of the certificate from Consultant. The Texas Ethics Commission's website link to Form 1295 filing procedures is: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Conflicts of Interest:**

Should any other client of Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant or the City believe that its representation of the City is materially affected by the position taken by another client, Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date Consultant became aware of the conflict. Consultant must obtain written permission from the City to continue its representation. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of the Agreement.

**Consultant Relationship:**

It is understood by the parties that Consultant is an independent Consultant for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

**Confidentiality:**

If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this agreement and as required by law. It is understood by Consultant that the materials produced and provided under this agreement are the property of the City and shall be returned to the City upon request.

**Entire Agreement and Modifications:**

This Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings, negotiations, or discussions (whether oral or written). This Agreement may not be modified, rescinded, or terminated orally, and no modification, rescission, termination, or attempted waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties. This Agreement may be executed in multiple counterparts and legible, electronically-scanned or facsimile copies have the same force and effect as if all signatures were set forth on a single instrument.

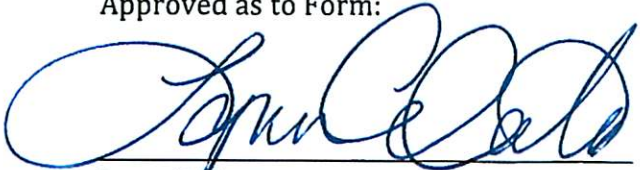
This Agreement is accepted as evidenced by the following signatures of authorized representatives of the parties.

  
\_\_\_\_\_  
Elaine Hart  
Deputy City Manager  
City of Austin

  
\_\_\_\_\_  
Cliff Johnson

11-9-2018  
\_\_\_\_\_  
Date  
Approved as to Form:

11/28/2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lynn E. Carter  
Assistant City Attorney

11/9/2018  
\_\_\_\_\_  
Date



**EXHIBIT "A"**

**Performance Metrics Measures for State Lobby Team**

<b>Activities</b>	<b>Frequency/Timing</b>
<ul style="list-style-type: none"> <li>• Provide strategic counsel to COA for development of State Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Prior to session identify opportunities for each COA initiative, for communications to key members of the legislature</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Provide strategic counsel and opportunities to build strong relationships between City and key legislative, executive and administrative personnel</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Analyze, monitor, identify, and as directed, respond to municipally related legislation, proposed administrative rules and regulations detrimental to the City</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Assist with the scheduling of witnesses before legislative committees and administrative agencies and arrange appointments, as necessary</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Provide technical and strategic advice on messaging and legislative strategy.</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Draft bills and amendments as requested on issues deemed important to the City; solicit sponsorship of such measures</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Advocate against legislation that negatively impacts the City</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Submit reports to the IGR Officer on legislation and committee activity and provide in person updates to COA leadership, Ad Hoc Committee and Council, as requested</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<b>Outcomes</b>	<b>Frequency/Timing</b>
<ul style="list-style-type: none"> <li>• Ensure 100% of the initiatives assigned by the COA program are filed for consideration by the appropriate House/Senate Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Achieve the agreed upon success rate and funding levels associated therewith for the COA Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Ensure 85% of legislation that negatively impacts the City does not pass</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>

## **Agreement – Legislative & Regulatory Consulting Services**

### **City of Austin & Clayton Pope**

It is agreed effective October 1, 2018 that **Clayton Pope** (“Consultant”) will for the following compensation and under the following terms and conditions provide the **City of Austin** (“the City”) with the following scope of services:

#### **Scope of Services:**

Consultant will:

1. Represent the City’s general interests before the Texas legislature and the executive branch as directed by the City Manager;
2. As directed, represent the City’s interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings and developments at the Texas Water Development Board, the Texas Commission on Environmental Quality, the Texas Land Office, the Comptroller of Public Accounts, the Public Utility Commission, the Texas Department of Transportation, the Department of Housing and Community Affairs, and any other agency mutually agreed to by Consultant and the City;
3. As directed, engage with state agency staff and personnel to protect or advance the city’s interests during administrative rule-making proceedings;
4. Assist in the development of the City’s legislative agenda;
5. Assist with the development and passage of legislative initiatives as adopted by the City Council;
6. Provide general guidance and consultation to the City regarding the City’s legislative and regulatory goals;
7. Develop strategies and generally work to gain support to advance the City’s legislative and regulatory goals;
8. Work to defeat legislation the City deems detrimental;
9. Provide the City with timely updates regarding the status of pending legislation and rule makings;
10. Provide the City with an electronic tracking system that monitors the progress of legislation that could affect the City;

11. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);
12. Assist with the preparation and drafting of legislation and amendments;
13. Assist with the preparation and drafting of letters, speeches, and other advocacy materials;
14. Assist with the preparation of City officials who testify before legislative bodies; and
15. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings.

**Points of Contact:**

Unless directed otherwise, the City's Intergovernmental Relations Officer shall act as the point of contact for the City. Consultant is prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

**Term and Payment:**

The term of this Agreement shall begin October 1, 2018 thru September 30, 2019. In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees the Consultant twelve (12) monthly installments of \$6,250.

No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The Parties agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant. Total payments to Consultant cannot exceed the \$6,250 per month, without prior approval and agreement of all Parties, evidenced in writing.

Monthly invoices will be sent on or around the 1<sup>st</sup> day of each month and payable by the City within thirty (30) days of receipt of an invoice.

It is understood by the parties that the Performance Metrics attached as Exhibit "A" to this Agreement will be used by the City to evaluate the Consultant's performance of the scope of services in this contract.

**Termination:**

This agreement may be terminated at any time, for any reason, by either party giving sixty (60) days' notice in writing effective from the date written notice is delivered to either party. The City is responsible for and Consultant shall be fully compensated by the City through any early termination date.

The City may terminate the contract with fifteen days (15) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of the City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**Compliance with Anti-Discrimination and Ethics Laws:**

Consultant agrees to comply with all federal, state, and local anti-discrimination laws. The City of Austin values diversity among its workforce and with its consultants. Consultant also commits to value and seek diversity in selecting its employees and workforce.

Consultant agrees to comply with all applicable state lobby registration and reporting laws, and with regulations and requirements of all applicable state authorities including the Texas Ethics Commission.

**Interested Parties Disclosure:**

As a condition to entering this Agreement, Consultant must complete, and file with the Texas Ethics Commission, Form 1295 Certificate of Interested Parties for a business entity and provide the certificate to the City (as required by state law for an agreement requiring council authorization). Form 1295 must be completed by Consultant on the Texas Ethics Commission website in accordance with procedures of the Commission, which include the requirement that the authorized agent of the Consultant acknowledge the disclosure is made under oath and under penalty of perjury. The City will acknowledge receipt of the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt of the certificate from Consultant. The Texas Ethics Commission's website link to Form 1295 filing procedures is: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Conflicts of Interest:**

Should any other client of Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant or the City believe that its representation of the City is materially affected by the position taken by another client, Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date Consultant became aware of the conflict. Consultant must obtain written permission from the City to continue its representation. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of the Agreement.

**Consultant Relationship:**

It is understood by the parties that Consultant is an independent Consultant for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

**Confidentiality:**

If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this agreement and as required by law. It is understood by Consultant that the materials produced and provided under this agreement are the property of the City and shall be returned to the City upon request.

**Entire Agreement and Modifications:**

This Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings, negotiations, or discussions (whether oral or written). This Agreement may not be modified, rescinded, or terminated orally, and no modification, rescission, termination, or attempted waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties. This Agreement may be executed in multiple counterparts and legible, electronically-scanned or facsimile copies have the same force and effect as if all signatures were set forth on a single instrument.

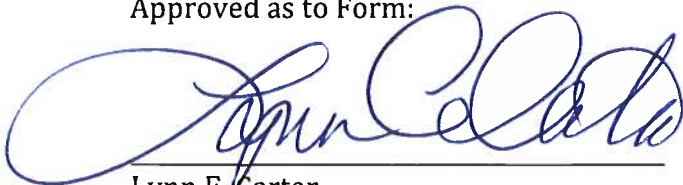
This Agreement is accepted as evidenced by the following signatures of authorized representatives of the parties.



Elaine Hart  
Deputy City Manager  
City of Austin

11-9-2018

Date  
Approved as to Form:



Lynn E. Carter  
Assistant City Attorney



Clayton Pope

11/28/18

Date

11/9/2018

Date

**EXHIBIT “A”**

**Performance Metrics Measures for State Lobby Team**

<b>Activities</b>	<b>Frequency/Timing</b>
<ul style="list-style-type: none"> <li>• Provide strategic counsel to COA for development of State Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Prior to session identify opportunities for each COA initiative, for communications to key members of the legislature</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Provide strategic counsel and opportunities to build strong relationships between City and key legislative, executive and administrative personnel</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Analyze, monitor, identify, and as directed, respond to municipally related legislation, proposed administrative rules and regulations detrimental to the City</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Assist with the scheduling of witnesses before legislative committees and administrative agencies and arrange appointments, as necessary</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Provide technical and strategic advice on messaging and legislative strategy.</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Draft bills and amendments as requested on issues deemed important to the City; solicit sponsorship of such measures</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Advocate against legislation that negatively impacts the City</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Submit reports to the IGR Officer on legislation and committee activity and provide in person updates to COA leadership, Ad Hoc Committee and Council, as requested</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<b>Outcomes</b>	<b>Frequency/Timing</b>
<ul style="list-style-type: none"> <li>• Ensure 100% of the initiatives assigned by the COA program are filed for consideration by the appropriate House/Senate Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Achieve the agreed upon success rate and funding levels associated therewith for the COA Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Ensure 85% of legislation that negatively impacts the City does not pass</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>

## **Agreement - Legislative & Regulatory Consulting Services**

### **City of Austin & David White**

It is agreed effective October 1, 2018 that **David White** of Public Blueprint, LLC ("Consultant") will for the following compensation and under the following terms and conditions provide the **City of Austin** ("the City") with the following scope of services:

#### **Scope of Services:**

Consultant will:

1. Represent the City's general interests before the Texas legislature and the executive branch as directed by the City Manager;
2. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings and developments at the Texas Water Development Board, the Texas Commission on Environmental Quality, the Texas Land Office, the Comptroller of Public Accounts, the Public Utility Commission, the Texas Department of Transportation, the Department of Housing and Community Affairs, and any other agency mutually agreed to by Consultant and the City;
3. As directed, engage with state agency staff and personnel to protect or advance the city's interests during administrative rule-making proceedings;
4. Assist in the development of the City's legislative agenda;
5. Assist with the development and passage of legislative initiatives as adopted by the City Council;
6. Provide general guidance and consultation to the City regarding the City's legislative and regulatory goals;
7. Develop strategies and generally work to gain support to advance the City's legislative and regulatory goals;
8. Work to defeat legislation the City deems detrimental;
9. Provide the City with timely updates regarding the status of pending legislation and rule makings;
10. Provide the City with an electronic tracking system that monitors the progress of legislation that could affect the City;

11. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);
12. Assist with the preparation and drafting of legislation and amendments;
13. Assist with the preparation and drafting of letters, speeches, and other advocacy materials;
14. Assist with the preparation of City officials who testify before legislative bodies; and
15. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings.

**Points of Contact:**

Unless directed otherwise, the City's Intergovernmental Relations Officer shall act as the point of contact for the City. Consultant is prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

**Term and Payment:**

The term of this Agreement shall begin October 1, 2018 thru September 30, 2019. In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees, the Consultant twelve (12) monthly installments of \$6,250.

No <sup>the</sup> additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The Parties agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant. Total payments to Consultant cannot exceed the \$6,250 per month, without prior approval and agreement of all Parties, evidenced in writing. <sup>to pay</sup>

Monthly invoices will be sent on or around the 1<sup>st</sup> day of each month and payable by the City within thirty (30) days of receipt of an invoice.

It is understood by the parties that the Performance Metrics attached as Exhibit "A" to this Agreement will be used by the City to evaluate the Consultant's performance of the scope of services in this contract.

**Termination:**

This agreement may be terminated at any time, for any reason, by either party giving sixty (60) days' notice in writing effective from the date written notice is delivered to either party. The City is responsible for and Consultant shall be fully compensated by the City through any early termination date.



The City may terminate the contract with fifteen days (15) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of the City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**Compliance with Anti-Discrimination and Ethics Laws:**

Consultant agrees to comply with all federal, state, and local anti-discrimination laws. The City of Austin values diversity among its workforce and with its consultants. Consultant also commits to value and seek diversity in selecting its employees and workforce.

Consultant agrees to comply with all applicable state lobby registration and reporting laws, and with regulations and requirements of all applicable state authorities including the Texas Ethics Commission.

**Interested Parties Disclosure:**

As a condition to entering this Agreement, Consultant must complete, and file with the Texas Ethics Commission, Form 1295 Certificate of Interested Parties for a business entity and provide the certificate to the City (as required by state law for an agreement requiring council authorization). Form 1295 must be completed by Consultant on the Texas Ethics Commission website in accordance with procedures of the Commission, which include the requirement that the authorized agent of the Consultant acknowledge the disclosure is made under oath and under penalty of perjury. The City will acknowledge receipt of the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt of the certificate from Consultant. The Texas Ethics Commission's website link to Form 1295 filing procedures is: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Conflicts of Interest:**

Should any other client of Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant or the City believe that its representation of the City is materially affected by the position taken by another client, Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date Consultant became aware of the conflict. Consultant must obtain written permission from the City to continue its representation. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of the Agreement.

**Consultant Relationship:**

It is understood by the parties that Consultant is an independent Consultant for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

**Confidentiality:**

If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this agreement and as required by law. It is understood by Consultant that the materials produced and provided under this agreement are the property of the City and shall be returned to the City upon request.

**Entire Agreement and Modifications:**

This Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings, negotiations, or discussions (whether oral or written). This Agreement may not be modified, rescinded, or terminated orally, and no modification, rescission, termination, or attempted waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties. This Agreement may be executed in multiple counterparts and legible, electronically-scanned or facsimile copies have the same force and effect as if all signatures were set forth on a single instrument.

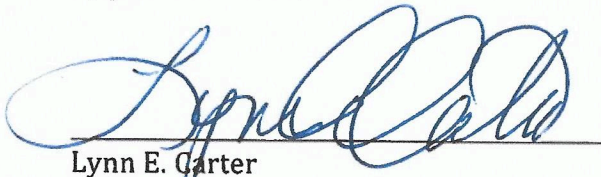
This Agreement is accepted as evidenced by the following signatures of authorized representatives of the parties.



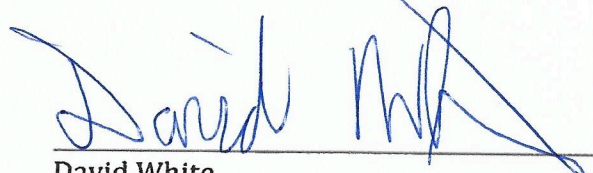
Elaine Hart  
Deputy City Manager  
City of Austin

11-9-2018

Date  
Approved as to Form:



Lynn E. Carter  
Assistant City Attorney



David White  
CEO  
Public Blueprint, LLC

11/28/2018

Date

11/9/2018

Date

**EXHIBIT "A"**

**Performance Metrics Measures for State Lobby Team**

<b>Activities</b>	<b>Frequency/Timing</b>
<ul style="list-style-type: none"> <li>• Provide strategic counsel to COA for development of State Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Prior to session identify opportunities for each COA initiative, for communications to key members of the legislature</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Provide strategic counsel and opportunities to build strong relationships between City and key legislative, executive and administrative personnel</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Analyze, monitor, identify, and as directed, respond to municipally related legislation, proposed administrative rules and regulations detrimental to the City</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Assist with the scheduling of witnesses before legislative committees and administrative agencies and arrange appointments, as necessary</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Provide technical and strategic advice on messaging and legislative strategy.</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Draft bills and amendments as requested on issues deemed important to the City; solicit sponsorship of such measures</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Advocate against legislation that negatively impacts the City</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Submit reports to the IGR Officer on legislation and committee activity and provide in person updates to COA leadership, Ad Hoc Committee and Council, as requested</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<b>Outcomes</b>	<b>Frequency/Timing</b>
<ul style="list-style-type: none"> <li>• Ensure 100% of the initiatives assigned by the COA program are filed for consideration by the appropriate House/Senate Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Achieve the agreed upon success rate and funding levels associated therewith for the COA Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Ensure 85% of legislation that negatively impacts the City does not pass</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>

## **Agreement – Legislative & Regulatory Consulting Services**

### **City of Austin & Ross Peavey**

It is agreed effective October 1, 2018 that **Ross Peavey** of Brad & Peavey, P. C. (“Consultant”) will for the following compensation and under the following terms and conditions provide the **City of Austin** (“the City”) with the following scope of services:

#### **Scope of Services:**

Consultant will:

1. Represent the City’s general interests before the Texas legislature and the executive branch as directed by the City Manager;
2. As directed, represent the City’s interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings and developments at the Texas Water Development Board, the Texas Commission on Environmental Quality, the Texas Land Office, the Comptroller of Public Accounts, the Public Utility Commission, the Texas Department of Transportation, the Department of Housing and Community Affairs, and any other agency mutually agreed to by Consultant and the City;
3. As directed, engage with state agency staff and personnel to protect or advance the city’s interests during administrative rule-making proceedings;
4. Assist in the development of the City’s legislative agenda;
5. Assist with the development and passage of legislative initiatives as adopted by the City Council;
6. Provide general guidance and consultation to the City regarding the City’s legislative and regulatory goals;
7. Develop strategies and generally work to gain support to advance the City’s legislative and regulatory goals;
8. Work to defeat legislation the City deems detrimental;
9. Provide the City with timely updates regarding the status of pending legislation and rule makings;
10. Provide the City with an electronic tracking system that monitors the progress of legislation that could affect the City;

11. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);
12. Assist with the preparation and drafting of legislation and amendments;
13. Assist with the preparation and drafting of letters, speeches, and other advocacy materials;
14. Assist with the preparation of City officials who testify before legislative bodies; and
15. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings.

**Points of Contact:**

Unless directed otherwise, the City's Intergovernmental Relations Officer shall act as the point of contact for the City. Consultant is prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

**Term and Payment:**

The term of this Agreement shall begin October 1, 2018 thru September 30, 2019. In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees the Consultant twelve (12) monthly installments of \$6,250.

No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The Parties agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant. Total payments to Consultant cannot exceed the \$6,250 per month, without prior approval and agreement of all Parties, evidenced in writing.

Monthly invoices will be sent on or around the 1<sup>st</sup> day of each month and payable by the City within thirty (30) days of receipt of an invoice.

It is understood by the parties that the Performance Metrics attached as Exhibit "A" to this Agreement will be used by the City to evaluate the Consultant's performance of the scope of services in this contract.

**Termination:**

This agreement may be terminated at any time, for any reason, by either party giving sixty (60) days' notice in writing effective from the date written notice is delivered to either party. The City is responsible for and Consultant shall be fully compensated by the City through any early termination date.

The City may terminate the contract with fifteen days (15) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of the City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**Compliance with Anti-Discrimination and Ethics Laws:**

Consultant agrees to comply with all federal, state, and local anti-discrimination laws. The City of Austin values diversity among its workforce and with its consultants. Consultant also commits to value and seek diversity in selecting its employees and workforce.

Consultant agrees to comply with all applicable state lobby registration and reporting laws, and with regulations and requirements of all applicable state authorities including the Texas Ethics Commission.

**Interested Parties Disclosure:**

As a condition to entering this Agreement, Consultant must complete, and file with the Texas Ethics Commission, Form 1295 Certificate of Interested Parties for a business entity and provide the certificate to the City (as required by state law for an agreement requiring council authorization). Form 1295 must be completed by Consultant on the Texas Ethics Commission website in accordance with procedures of the Commission, which include the requirement that the authorized agent of the Consultant acknowledge the disclosure is made under oath and under penalty of perjury. The City will acknowledge receipt of the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt of the certificate from Consultant. The Texas Ethics Commission's website link to Form 1295 filing procedures is: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Conflicts of Interest:**

Should any other client of Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant or the City believe that its representation of the City is materially affected by the position taken by another client, Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date Consultant became aware of the conflict. Consultant must obtain written permission from the City to continue its representation. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of the Agreement.

**Consultant Relationship:**

It is understood by the parties that Consultant is an independent Consultant for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

**Confidentiality:**

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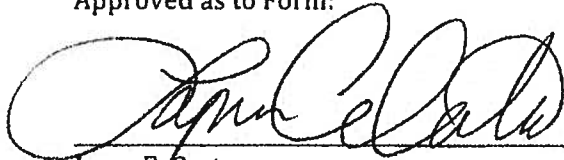


Elaine Hart  
Deputy City Manager  
City of Austin

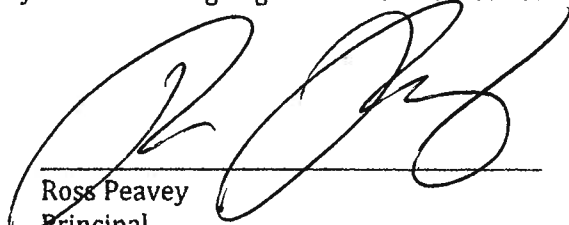
11-9-2018

Date

Approved as to Form:



Lynn E. Carter  
Assistant City Attorney



Ross Peavey  
Principal  
Brad & Peavey, P. C.

11/28/2018

Date

11/9/2018

Date

**EXHIBIT "A"**

**Performance Metrics Measures for State Lobby Team**

<b>Activities</b>	<b>Frequency/Timing</b>
<ul style="list-style-type: none"> <li>• Provide strategic counsel to COA for development of State Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
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**LAW DEPARTMENT**

**MEMORANDUM**

**CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION**

This memorandum is made confidential by the attorney-client privilege. Distribution of this memorandum to anyone other than the person to whom it is addressed may make it subject to disclosure.

To: Elaine Hart, Deputy City Manager/CFO

Cc: Anne Morgan, City Attorney  
Ashley Glotzer, Division Chief, Open Government / Ethics & Compliance  
Division  
Brie Franco, Intergovernmental Relations Officer

From: Lynn Carter, Assistant City Attorney *LC*

Date: January 30, 2019

Subject: Contracts with State & Federal Legislative Consultants

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Attached to this memo is the contract for legislative consultant, Dale Laine. The 9-month contract is within the City Manager's authority to sign, is legally sufficient, and has been approved by Brie Franco, IGRO Officer.

Please feel free to contact me if you have any questions.

Attachment (1)

## **Agreement – Legislative & Regulatory Consulting Services**

### **City of Austin & Dale Laine**

It is agreed effective January 1, 2019 that **Dale Laine** of Laine Strategy Group (“Consultant”) will for the following compensation and under the following terms and conditions provide the **City of Austin** (“the City”) with the following scope of services:

#### **Scope of Services:**

Consultant will:

1. Represent the City’s general interests before the Texas legislature and the executive branch as directed by the City Manager;
2. As directed, represent the City’s interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings and developments at the Texas Water Development Board, the Texas Commission on Environmental Quality, the Texas Land Office, the Comptroller of Public Accounts, the Public Utility Commission, the Texas Department of Transportation, the Department of Housing and Community Affairs, and any other agency mutually agreed to by Consultant and the City;
3. As directed, engage with state agency staff and personnel to protect or advance the city’s interests during administrative rule-making proceedings;
4. Assist in the development of the City’s legislative agenda;
5. Assist with the development and passage of legislative initiatives as adopted by the City Council;
6. Provide general guidance and consultation to the City regarding the City’s legislative and regulatory goals;
7. Develop strategies and generally work to gain support to advance the City’s legislative and regulatory goals;
8. Work to defeat legislation the City deems detrimental;
9. Provide the City with timely updates regarding the status of pending legislation and rule makings;
10. Provide the City with an electronic tracking system that monitors the progress of legislation that could affect the City;

11. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);
12. Assist with the preparation and drafting of legislation and amendments;
13. Assist with the preparation and drafting of letters, speeches, and other advocacy materials;
14. Assist with the preparation of City officials who testify before legislative bodies; and
15. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings.

**Points of Contact:**

Unless directed otherwise, the City's Intergovernmental Relations Officer shall act as the point of contact for the City. Consultant is prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

**Term and Payment:**

The term of this Agreement shall begin January 1, 2019 thru September 30, 2019. In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees the Consultant nine (9) monthly installments of \$6,250.

No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The Parties agree that all compensable expenses of Consultant have been provided for in the total payments to Consultant. Total payments to Consultant cannot exceed the \$6,250 per month, without prior approval and agreement of all Parties, evidenced in writing.

Monthly invoices will be sent on or around the 1<sup>st</sup> day of each month and payable by the City within thirty (30) days of receipt of an invoice.

It is understood by the parties that the Performance Metrics attached as Exhibit "A" to this Agreement will be used by the City to evaluate the Consultant's performance of the scope of services in this contract.

**Termination:**

This agreement may be terminated at any time, for any reason, by either party giving sixty (60) days' notice in writing effective from the date written notice is delivered to either party. The City is responsible for and Consultant shall be fully compensated by the City through any early termination date.

The City may terminate the contract with fifteen days (15) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of the City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**Compliance with Anti-Discrimination and Ethics Laws:**

Consultant agrees to comply with all federal, state, and local anti-discrimination laws. The City of Austin values diversity among its workforce and with its consultants. Consultant also commits to value and seek diversity in selecting its employees and workforce.

Consultant agrees to comply with all applicable state lobby registration and reporting laws, and with regulations and requirements of all applicable state authorities including the Texas Ethics Commission.

**Conflicts of Interest:**

Should any other client of Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant or the City believe that its representation of the City is materially affected by the position taken by another client, Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date Consultant became aware of the conflict. Consultant must obtain written permission from the City to continue its representation. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of the Agreement.

**Consultant Relationship:**

It is understood by the parties that Consultant is an independent Consultant for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.


**Confidentiality:**

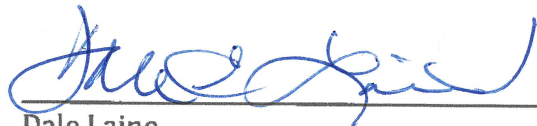
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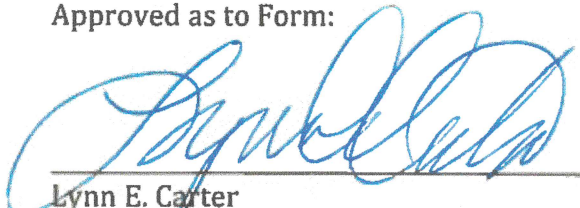
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Deputy City Manager/CFO  
City of Austin

  
\_\_\_\_\_  
Dale Laine  
President  
Laine Strategy Group

1-30-2019  
\_\_\_\_\_  
Date  
Approved as to Form:

January 30, 2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lynn E. Carter  
Assistant City Attorney

1/30/2019  
\_\_\_\_\_  
Date

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