

RESOLUTION NO. 20200917-016

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 and consulting 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: September 17, 2020

ATTEST:

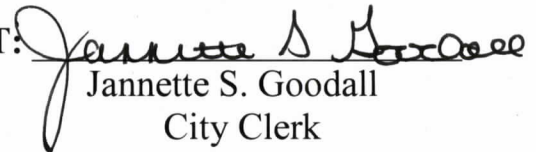

Jannette S. Goodall
City Clerk

Exhibit A
87th Legislative Session
FY 2020-21

<u>Name</u>	<u>Annual Amount</u>	<u>Term</u>
Focused Advocacy	\$165,000	1 Year
Clay Pope	\$75,000	1 Year
Cliff Johnson	\$75,000	1 Year
Nora Del Bosque	\$75,000	1 Year
Ross Peavey	\$75,000	1 Year
Public Blueprint	\$75,000	1 Year
Total Combined Amount	\$540,000	

**Agreement – Legislative & Regulatory Consulting Services
City of Austin & Focused Advocacy, LLC.**

It is agreed effective October 1, 2020 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 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 and Brandon Aghamalian and Snapper Carr shall act as the points 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 is for 12 months from October 1, 2020 thru September 30, 2021. In consideration for the performance of the services outlined in 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 the 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 1st day of each month and will be 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.

The Performance Metrics Measures 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 (15) days' written notice if termination is caused by a conflict of interest between the City and another client of the Consultant and the City declines to consent to the conflict of interest or Consultant otherwise fails to resolve the conflict of interest to the City's satisfaction. See Tex. Gov't Code Chapter 305.

If funding for the entire Agreement is not appropriated at the time this Agreement is executed, the 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 thirty (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

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 the City in writing 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 the City.

Confidentiality:

Any documented materials (whether written, electronic, or otherwise recorded), including draft materials, shared between the parties are confidential pursuant to the deliberative process or attorney work product privileges or other privilege as may be appropriate. Any attorney work product or attorney-client communications shared between the parties which is confidential by law shall be treated as confidential by the parties and may not be shared with third parties without the express written consent of an authorized individual of the City.

If a party provides information or materials labeled or indicated to be confidential, or which in the ordinary course of business would be normally considered as confidential, the receiving party will treat same as confidential; will maintain the confidentiality of the information or materials; and will not disclose the information or materials except in proper performance of this agreement or as required by law. It is understood by Consultant that the information and materials produced and provided under this agreement (including the information and materials created by Consultant for the City pursuant to 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.



Nuria Rivera-Vandermyde
Deputy City Manager, City of Austin

09/25/2020

Date

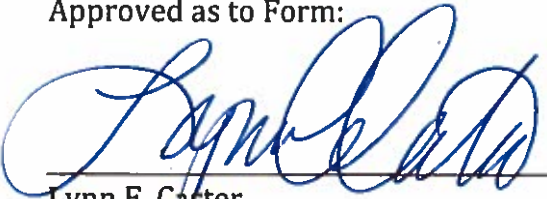


Brandon Aghamalian
President, Focused Advocacy, LLC

09/28/2020

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

9/25/2020

Date

EXHIBIT "A"

Performance Metrics Measures for State Lobby Team

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

**Agreement – Legislative & Regulatory Consulting Services
City of Austin & Clayton Pope**

It is agreed effective October 1, 2020 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, 2020 thru September 30, 2021. In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees to pay 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 the 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 1st day of each month and will be 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 (15) days' written notice if termination is caused by a conflict of interest between the City and another client of the Consultant and the City declines to consent to the conflict of interest or Consultant otherwise fails to resolve the conflict of interest to the City's satisfaction. See Tex. Gov't Code Chapter 305.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, the 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 thirty (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%20info%20form1295.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 the City in writing within two (2) business days from the date Consultant becomes 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 the City.

Confidentiality:

Any documented materials (whether written, electronic, or otherwise recorded), including draft materials, shared between the parties are confidential pursuant to the deliberative process or attorney work product privileges or other privilege as may be appropriate. Any attorney work product or attorney-client communications shared between the parties which is confidential by law shall be treated as confidential by the parties and may not be shared with third parties without the express written consent of an authorized individual of the City.

If a party provides information or materials labeled or indicated to be confidential, or which in the ordinary course of business would be normally considered as confidential, the receiving party will treat same as confidential; will maintain the confidentiality of the information or materials; and will not disclose the information or materials except in proper performance of this agreement or as required by law. It is understood by Consultant that the information and materials produced and provided under this agreement (including the information and materials created by Consultant for the City pursuant to this agreement) are the property of the City and shall be returned to it 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, 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.



Nuria Rivera-Vandermyde
Deputy City Manager
City of Austin

09/25/2020

Date

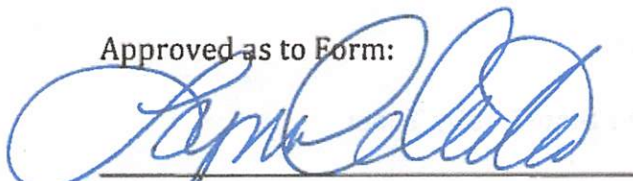


Clayton Pope

9/25/2020

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

EXHIBIT

9/25/2020

Date

EXHIBIT "A"

Performance Metrics Measures for State Lobby Team

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

Agreement – Legislative & Regulatory Consulting Services

City of Austin & Cliff Johnson

It is agreed effective October 1, 2020 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, 2020 thru September 30, 2021. In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees to pay 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 the 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 1st day of each month and will be 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 (15) days' written notice if termination is caused by a conflict of interest between the City and another client of the Consultant and the City declines to consent to the conflict of interest or Consultant otherwise fails to resolve the conflict of interest to the City's satisfaction. *See* Tex. Gov't Code Chapter 305.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, the 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.

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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 the City in writing within two (2) business days from the date Consultant becomes 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 the City.

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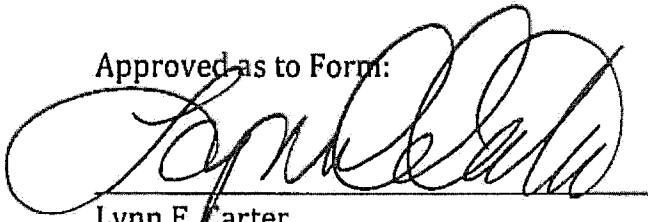


Cliff Johnson

9/29/20

Date

Approved as to Form:

A large, stylized handwritten signature in black ink, appearing to read 'Lynn E. Carter', written over a horizontal line.

Lynn E. Carter
Assistant City Attorney

9/25/2020

Date

EXHIBIT "A"

Performance Metrics Measures for State Lobby Team

Activities	Frequency/Timing
<ul style="list-style-type: none"> • Provide strategic counsel to COA for development of State Legislative Program 	<ul style="list-style-type: none"> • On-going
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<ul style="list-style-type: none"> • Draft bills and amendments as requested on issues deemed important to the City; solicit sponsorship of such measures 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Advocate against legislation that negatively impacts the City 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • Per session
Outcomes	Frequency/Timing
<ul style="list-style-type: none"> • Ensure 100% of the initiatives assigned by the COA program are filed for consideration by the appropriate House/Senate Committee 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Achieve the agreed upon success rate and funding levels associated therewith for the COA Legislative Program 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Ensure 85% of legislation that negatively impacts the City does not pass 	<ul style="list-style-type: none"> • Per session

**Agreement – Legislative & Regulatory Consulting Services
City of Austin & Nora Del Bosque**

It is agreed effective October 1, 2020 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, 2020 thru September 30, 2021. In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees to pay 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 the 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 1st day of each month and will be 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 (15) days' written notice if termination is caused by a conflict of interest between the City and another client of the Consultant and the City declines to consent to the conflict of interest or Consultant otherwise fails to resolve the conflict of interest to the City's satisfaction. See Tex. Gov't Code Chapter 305.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, the 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 thirty (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

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 the City in writing within two (2) business days from the date Consultant becomes 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 the City.

Confidentiality:

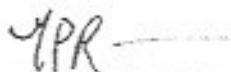
Any documented materials (whether written, electronic, or otherwise recorded), including draft materials, shared between the parties are confidential pursuant to the deliberative process or attorney work product privileges or other privilege as may be appropriate. Any attorney work product or attorney-client communications shared between the parties which is confidential by law shall be treated as confidential by the parties and may not be shared with third parties without the express written consent of an authorized individual of the City.

If a party provides information or materials labeled or indicated to be confidential, or which in the ordinary course of business would be normally considered as confidential, the receiving party will treat same as confidential; will maintain the confidentiality of the information or materials; and will not disclose the information or materials except in proper performance of this agreement or as required by law. It is understood by Consultant that the information and materials produced and provided under this agreement (including the information and materials created by Consultant for the City pursuant to this agreement) are the property of the City and shall be returned to it 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, 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.



Nuria Rivera-Vandermyde
Deputy City Manager, City of Austin

09/25/2020

Date

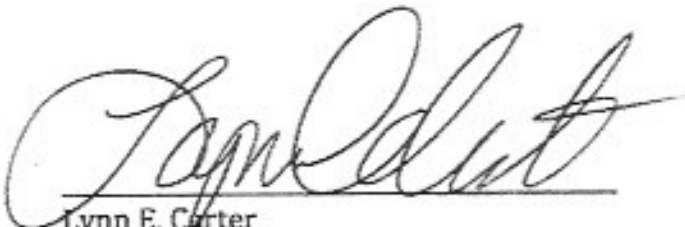
Approved as to Form:



Nora Del Bosque

9-28-2020

Date



Lynn E. Carter
Assistant City Attorney

9/25/2020

Date

EXHIBIT "A"

Performance Metrics Measures for State Lobby Team

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

Agreement – Legislative & Regulatory Consulting Services

City of Austin & Ross Peavey

It is agreed effective October 1, 2020 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, 2020 thru September 30, 2021. In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees to pay 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 the 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 1st day of each month and will be 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 (15) days' written notice if termination is caused by a conflict of interest between the City and another client of the Consultant and the City declines to consent to the conflict of interest or Consultant otherwise fails to resolve the conflict of interest to the City's satisfaction. *See* Tex. Gov't Code Chapter 305.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, the 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 thirty (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

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 the City in writing within two (2) business days from the date Consultant becomes 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 the City.

Confidentiality:


Any documented materials (whether written, electronic, or otherwise recorded), including draft materials, shared between the parties are confidential pursuant to the deliberative process or attorney work product privileges or other privilege as may be appropriate. Any attorney work product or attorney-client communications shared between the parties which is confidential by law shall be treated as confidential by the parties and may not be shared with third parties without the express written consent of an authorized individual of the City.

If a party provides information or materials labeled or indicated to be confidential, or which in the ordinary course of business would be normally considered as confidential, the receiving party will treat same as confidential; will maintain the confidentiality of the information or materials; and will not disclose the information or materials except in proper performance of this agreement or as required by law. It is understood by Consultant that the information and materials produced and provided under this agreement (including the information and materials created by Consultant for the City pursuant to this agreement) are the property of the City and shall be returned to it 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, 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.



Nuria Rivera-Vandermyde
Deputy City Manager
City of Austin



Ross Peavey
Principal
Brad & Peavey, P. C.

09/25/2020

Date

9/28/2020

Date

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Lynn E. Carter", written over a horizontal line.

Lynn E. Carter
Assistant City Attorney

9/25/2020

Date

EXHIBIT "A"

Performance Metrics Measures for State Lobby Team

Activities	Frequency/Timing
<ul style="list-style-type: none"> • Provide strategic counsel to COA for development of State Legislative Program 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Prior to session identify opportunities for each COA initiative, for communications to key members of the legislature 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Provide strategic counsel and opportunities to build strong relationships between the City and key legislative, executive, and administrative personnel 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Analyze, monitor, identify, and as directed, respond to municipally related legislation and proposed administrative rules and regulations detrimental to the City 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Assist with the scheduling of witnesses before legislative committees and administrative agencies and arrange appointments, as necessary 	<ul style="list-style-type: none"> • On-going
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<ul style="list-style-type: none"> • Advocate against legislation that negatively impacts the City 	<ul style="list-style-type: none"> • Per session
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Outcomes	Frequency/Timing
<ul style="list-style-type: none"> • Ensure 100% of the initiatives assigned by the COA program are filed for consideration by the appropriate House/Senate Committee 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Achieve the agreed upon success rate and funding levels associated therewith for the COA Legislative Program 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Ensure 85% of legislation that negatively impacts the City does not pass 	<ul style="list-style-type: none"> • Per session

**Agreement – Legislative & Regulatory Consulting Services
City of Austin & Public Blueprint, LLC**

It is agreed effective October 1, 2020 that **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;
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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;
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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, 2020 thru September 30, 2021. In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees to pay 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 the 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 1st day of each month and will be payable by the City within thirty (30) days of receipt of an invoice.

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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.

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If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, the 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.

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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 the City.

Confidentiality:

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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, 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.

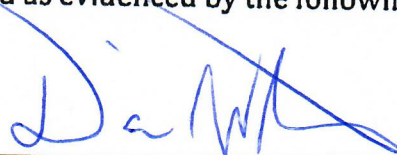
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Nuria Rivera-Vandermyde
Deputy City Manager
City of Austin

09/25/2020

Date

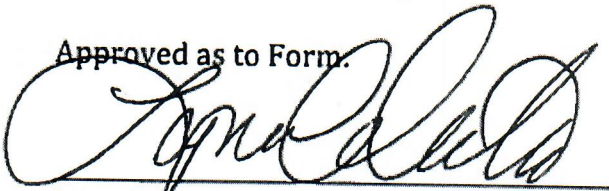


David White
CEO
Public Blueprint, LLC

9/25/20

Date

Approved as to Form.



Lynn E. Carter
Assistant City Attorney

9/25/2020

Date

EXHIBIT "A"

Performance Metrics Measures for State Lobby Team

Activities	Frequency/Timing
<ul style="list-style-type: none"> • Provide strategic counsel to COA for development of State Legislative Program 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Prior to session identify opportunities for each COA initiative, for communications to key members of the legislature 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Provide strategic counsel and opportunities to build strong relationships between the City and key legislative, executive, and administrative personnel 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Analyze, monitor, identify, and as directed, respond to municipally related legislation and proposed administrative rules and regulations detrimental to the City 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Assist with the scheduling of witnesses before legislative committees and administrative agencies and arrange appointments, as necessary 	<ul style="list-style-type: none"> • On-going
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Outcomes	Frequency/Timing
<ul style="list-style-type: none"> • Ensure 100% of the initiatives assigned by the COA program are filed for consideration by the appropriate House/Senate Committee 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Achieve the agreed upon success rate and funding levels associated therewith for the COA Legislative Program 	<ul style="list-style-type: none"> • Per session
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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: Nuria Rivera-Vandermyde, Deputy City Manager

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

From: Lynn Carter, Assistant City Attorney 

Date: March 23, 2021

Subject: Contracts with State & Federal Legislative Consultants

Attached to this memo is the contract for legislative consultant, Warner Seale Public Affairs. 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 & Warner Seale Public Affairs

It is agreed effective March 1, 2021 that **Warner Seale Public Affairs** (“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 March 1, 2021 thru September 30, 2021. 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 seven (7) monthly installments of \$8,570.

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 \$8,570 per month, without prior approval and agreement of all Parties, evidenced in writing.

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

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 becomes 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:

Any documented materials (whether written, electronic, or otherwise recorded), including draft materials, shared between the parties are confidential pursuant to the deliberative process or attorney work product privileges or other privilege as may be appropriate. Any attorney work product or attorney-client communications shared between the parties which is confidential by law shall be treated as confidential by the parties and may not be shared with third parties without the express written consent of an authorized individual of the City.

If a party provides information or materials labeled or indicated to be confidential, or which in the ordinary course of business would be normally considered as confidential, the receiving party will treat same as confidential; will maintain the confidentiality of the information or materials; and will not disclose the information or materials except in proper performance of this agreement or as required by law. It is understood by Consultant that the information and materials produced and provided under this agreement (including the information and materials created by Consultant for the City pursuant to this agreement) are the property of the City and shall be returned to it 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, 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.

Nuria Rivera-Vandermyde 

Nuria Rivera-Vandermyde
Deputy City Manager
City of Austin

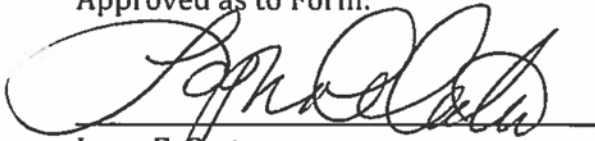
3/24/21
Date



Mike Warner, Principal
Warner Seale Public Affairs

3/22/21
Date

Approved as to Form:

A handwritten signature in cursive script, appearing to read "Lynn E. Carter", written over a horizontal line.

Lynn E. Carter
Assistant City Attorney

March 23, 2021
Date

EXHIBIT "A"

Performance Metrics Measures for State Lobby Team

Activities	Frequency/Timing
<ul style="list-style-type: none"> • Provide strategic counsel to COA for development of State Legislative Program 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Prior to session identify opportunities for each COA initiative, for communications to key members of the legislature 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Provide strategic counsel and opportunities to build strong relationships between City and key legislative, executive and administrative personnel 	<ul style="list-style-type: none"> • On-going
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