

**Agreement – Legislative and Regulatory Consulting Services  
City of Austin and Boothe Transit Consulting, LLC**

It is agreed effective October 1, 2021 that Boothe Transit Consulting, 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 United States Congress and the Executive branch as directed by the City Manager;
2. As directed, represent the City’s interests before regulatory bodies and various federal agencies including but not limited to the U.S. Department of Transportation, Federal Aviation Administration, Department of Homeland Security, Department of State, Department of Justice, Department of Energy, Department of Housing and Urban Development, Department of Health and Human Services, Environmental Protection Agency, Department of the Interior, Department of Commerce, Department of Labor, Department of the Treasury, Small Business Administration, and any other agency mutually agreed to by Consultant and the City;
3. As directed, engage with federal 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 federal 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. On behalf of the City, advise and inform about, and attend, committee and agency hearings;

11. Assist with the preparation and drafting of legislation and amendments;
12. Assist with the preparation and drafting of letters, speeches, and other advocacy materials;
13. Assist with the preparation of City officials who testify before legislative bodies;
14. Assist with and coordinate meetings and visits by City officials with the Austin congressional delegation and staff, the U.S. Congress, congressional committees, the executive branch, and other federal government officials;
15. Serve as a liaison with the Austin congressional delegation and staff, the U.S. Congress, congressional committees, the executive branch, and other federal government officials;
16. Proactively identify opportunities to obtain grants; if a grant opportunity is identified by the City then Consultant shall assist with the application, and monitor and facilitate the progress of the application through the appropriate federal agency on behalf of the City;
17. Advise and assist in the preparation of federal appropriation requests and submissions on behalf of the City in accordance with Congressional deadlines;
18. Develop and participate in strategic coalitions with association and governmental and business organizations, including but not limited to the Texas Office of State-Federal Relations, U.S. Conference of Mayors, National League of Cities, International City/County Management Association, American Public Power Association and the National Community Development Association to further the City's federal agenda and interests;
19. Register on behalf of the City of Austin with the necessary federal officers and agencies, and comply with all reporting requirements mandated by the Lobbying Disclosure Act, and any other legal requirements;
20. Attend meetings in the City of Austin to provide updates to City Council and assist in the development of the City's Legislative Program;
21. Provide frequent written updates to the City on activities related to all items listed above and provide a written weekly report of recent and upcoming activities and actions in Congress and federal agencies.

**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 contract shall be for 12 months from October 1, 2021 thru September 30, 2022. 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 \$7,000 per-month.

At the mutual written agreement of both parties, and the approval of City Council, this contract may be renewed for one additional 12-month period.

No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by the City. The Parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant. Total payments to Consultant cannot exceed the \$7,000 per month or \$84,000 per year, 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.

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

Consultant agrees to comply with all applicable lobbying registration and reporting laws, and with regulations and requirements of all applicable federal and State of Texas authorities, including the State of Texas' disclosure laws described in the "Interested Parties Provision" of this agreement.

Consultant also agrees to comply with all federal 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.

**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)

**Termination:**

This agreement may be terminated at any time, for any reason, by either party giving thirty (30) 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 that cannot be resolved 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.

**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 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.

If the conflict is between the City and any other client of the Consultant that is a 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 it upon request.


**Entire Agreement and Modifications:**

This Agreement contains the entire agreement and understandings 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 contract is accepted as evidenced by the execution of the signatures of the undersigned.

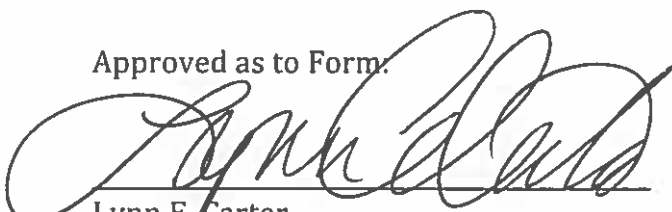
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Anne Morgan  
Interim Deputy City Manager  
City of Austin

Date: 12/10/21

  
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Jeffery F. Boothe  
Managing Principal President JFB  
Boothe Transit Consulting, LLC

Date: November 19, 2021

Approved as to Form.

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

11/30/2021  
\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**Performance Metrics for Federal Lobby Team**

<b>Activities</b>	<b>Frequency/Timing</b>
<ul style="list-style-type: none"> <li>• Provide strategic counsel to COA for development of Federal Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>• One-time</li> </ul>
<ul style="list-style-type: none"> <li>• Prior to session identify opportunities for each COA initiative, for communications to members of the City's federal delegation, other key members of Congress, and federal agency staff</li> </ul>	<ul style="list-style-type: none"> <li>• Per session</li> </ul>
<ul style="list-style-type: none"> <li>• Provide a plan to build strong relationships between the 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 and 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>• Draft, recommend, and provide follow-up on, letters of support or concern and provide talking points regarding key legislation and funding</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>• Assist with the scheduling of meetings with members and staff of federal delegation and key members of Congress.</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Coordinate with city staff on funding needs and submit appropriations requests to members of the City's federal delegation</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>• Monitor federal agencies for grant opportunities and coordinate with city staff on submitted grant applications</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Participate in regularly scheduled calls and provide in-person briefings with IGRO and other city staff as appropriate</li> </ul>	<ul style="list-style-type: none"> <li>• On-going</li> </ul>
<ul style="list-style-type: none"> <li>• Submit reports to the IGR Officer on legislation and committee activity and provide 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 90% 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 and Regulatory Consulting Services  
City of Austin and CapitalEdge Strategies, LLC**

It is agreed effective October 1, 2021 that CapitalEdge Strategies, 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 United States Congress and the Executive branch as directed by the City Manager;
2. As directed, represent the City’s interests before regulatory bodies and various federal agencies including but not limited to the U.S. Department of Transportation, Federal Aviation Administration, Department of Homeland Security, Department of State, Department of Justice, Department of Energy, Department of Housing and Urban Development, Department of Health and Human Services, Environmental Protection Agency, Department of the Interior, Department of Commerce, Department of Labor, Department of the Treasury, Small Business Administration, and any other agency mutually agreed to by Consultant and the City;
3. As directed, engage with federal 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 federal 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. On behalf of the City, advise and inform about, and attend, committee and agency hearings;

11. Assist with the preparation and drafting of legislation and amendments;
12. Assist with the preparation and drafting of letters, speeches, and other advocacy materials;
13. Assist with the preparation of City officials who testify before legislative bodies;
14. Assist with and coordinate meeting and visits by City officials with the Austin congressional delegation and staff, the U.S. Congress, congressional committees, the executive branch, and other federal government officials;
15. Serve as a liaison with the Austin congressional delegation and staff, the U.S. Congress, congressional committees, the executive branch, and other federal government officials;
16. Proactively identify opportunities to obtain grants; if a grant opportunity is identified by the City then Consultant shall assist with the application, and monitor and facilitate the progress of the application through the appropriate federal agency on behalf of the City;
17. Advise and assist in the preparation of federal appropriation requests and submissions on behalf of the City in accordance with Congressional deadlines;
18. Develop and participate in strategic coalitions with association and governmental and business organizations, including but not limited to the Texas Office of State-Federal Relations, U.S. Conference of Mayors, National League of Cities, International City/County Management Association, American Public Power Association, and the National Community Development Association to further the City's federal agenda and interests;
19. Register on behalf of the City of Austin with the necessary federal officers and agencies, and comply with all reporting requirements mandated by the Lobbying Disclosure Act, and any other legal requirements;
20. Attend meetings in the City of Austin to provide updates to City Council and assist in the development of the City's Legislative Program;
21. Provide frequent written updates to the City on activities related to all items listed above and provide a written weekly report of recent and upcoming activities and actions in Congress and federal agencies.

**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 contract shall be for 12 months from October 1, 2021 thru September 30, 2022. 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 \$7,500 per-month.

At the mutual written agreement of both parties, and the approval of City Council, this contract may be renewed for one additional 12-month period.

No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by the City. The Parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant. Total payments to Consultant cannot exceed the \$7,500 per month or \$90,000 per year, 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.

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

Consultant agrees to comply with all applicable lobbying registration and reporting laws, and with regulations and requirements of all applicable federal and State of Texas authorities, including the State of Texas' disclosure laws described in the "Interested Parties Provision" of this agreement.

Consultant also agrees to comply with all federal 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.

**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)

**Termination:**

This agreement may be terminated at any time, for any reason, by either party giving thirty (30) 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 that cannot be resolved 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.

**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 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.

If the conflict is between the City and any other client of the Consultant that is a 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 it upon request.

**Entire Agreement and Modifications:**

This Agreement contains the entire agreement and understandings 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 contract is accepted as evidenced by the execution of the signatures of the undersigned.

*Ralph Garboushian*

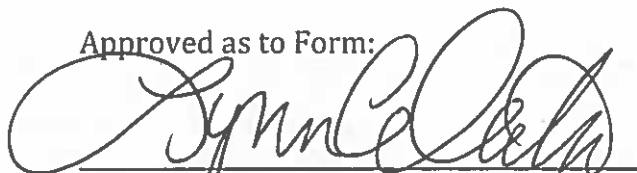
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Anne Morgan  
Interim Deputy City Manager  
City of Austin

Date: 12/10/21

\_\_\_\_\_  
**Ralph Garboushian**  
**Managing Member**  
**CapitalEdge Strategies, LLC**

Date: 11/22/2021

Approved as to Form:



Lynn E. Carter  
Assistant City Attorney

11/30/2021  
Date

**EXHIBIT "A"**  
**Performance Metrics for Federal Lobby Team**

Activities	Frequency/Timing
<ul style="list-style-type: none"> <li>Provide strategic counsel to COA for development of Federal Legislative Program</li> </ul>	<ul style="list-style-type: none"> <li>One-time</li> </ul>
<ul style="list-style-type: none"> <li>Prior to session identify opportunities for each COA initiative, for communications to members of the City's federal delegation, other key members of Congress, and federal agency staff</li> </ul>	<ul style="list-style-type: none"> <li>Per session</li> </ul>
<ul style="list-style-type: none"> <li>Provide a plan to build strong relationships between the 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 and 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>Draft, recommend, and provide follow-up on, letters of support or concern and provide talking points regarding key legislation and funding</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>Assist with the scheduling of meetings with members and staff of federal delegation and key members of Congress.</li> </ul>	<ul style="list-style-type: none"> <li>On-going</li> </ul>
<ul style="list-style-type: none"> <li>Coordinate with city staff on funding needs and submit appropriations requests to members of the City's federal delegation</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>Monitor federal agencies for grant opportunities and coordinate with city staff on submitted grant applications</li> </ul>	<ul style="list-style-type: none"> <li>On-going</li> </ul>
<ul style="list-style-type: none"> <li>Participate in regularly scheduled calls and provide in-person briefings with IGRO and other city staff as appropriate</li> </ul>	<ul style="list-style-type: none"> <li>On-going</li> </ul>
<ul style="list-style-type: none"> <li>Submit reports to the IGR Officer on legislation and committee activity and provide 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 90% of legislation that negatively impacts the City does not pass</li> </ul>	<ul style="list-style-type: none"> <li>Per session</li> </ul>