

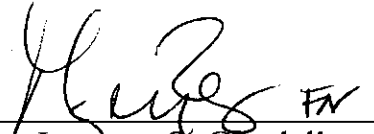
RESOLUTION NO. 20161020-010

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

Council authorizes the negotiation and execution of professional services agreements for state agency and legislative representation services each for a one year term and for a total combined amount not to exceed \$708,000 as set forth in Exhibit A.

ADOPTED: October 20, 2016

ATTEST:



Jannette S. Goodall
City Clerk

Exhibit A

Consultants – 85th Legislative Session

FY 2016-17

Focused Advocacy	\$153,000
Nora Del Bosque	\$75,000
Randall Erben/Erben & Yarbrough	\$75,000
Cliff Johnson	\$75,000
Demetrius McDaniel/GreenbergTraurig	\$75,000
Clayton Pope	\$75,000
Luis Saenz/McGuireWoods Consulting	\$75,000
Trent Townsend/Imperium Public Affairs	\$75,000
Ross Peavey/Brady & Peavey, P.C.	\$30,000
Total Combined Amount	\$708,000

Agreement – Legislative & Regulatory Consulting Services

City of Austin & Focused Advocacy, LLC.

It is agreed effective October 1, 2016 that **Focused Advocacy, LLC.** (“Consultant”) as located at 816 Congress Avenue, Suite 370, Austin, Texas 78701 will for the following compensation and under the following terms and conditions provide the **City of Austin** (“the City”) with the following scope of services:

Scope of Services:

Consultant will:

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

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

Points of Contact:

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

Term and Payment:

The term of this contract shall be for 12 months from October 1, 2016 through September 30, 2017. 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 \$12,750 per-month.

At the mutual written agreement of both parties and 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 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 \$12,750 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 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.

Termination:

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

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

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

Compliance with Texas Ethics Laws:

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

Conflicts of Interest:

Should any other client of Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant or the City believe that Consultant's 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.

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

Consultant Relationship:

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

Confidentiality:

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

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

Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussion This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision hereof (including this section) 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.



Ray Baray
Chief of Staff
City of Austin

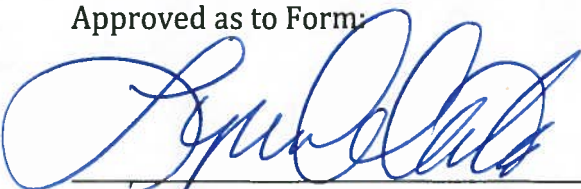
1/17/2017

Date

Brandon Aghamalian
Title: _____
Focused Advocacy, LLC

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

1/13/2017

Date

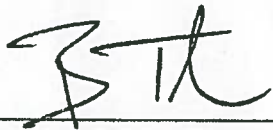
Consultant that the materials produced and provided under this agreement are the property of the City and shall be returned to City upon request.

Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussion. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision hereof (including this section) 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.

Ray Baray
Chief of Staff
City of Austin



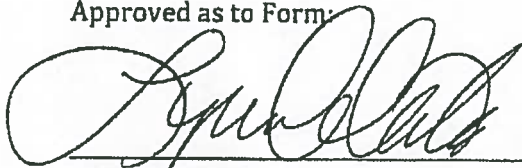
Brandon Aghamalian
Title: PRESIDENT
Focused Advocacy, LLC

Date

1/13/2017

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

1/13/2017

Date

Agreement – Legislative & Regulatory Consulting Services

City of Austin & Nora Del Bosque

It is agreed effective October 1, 2016 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. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);

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; and
14. 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 Consultant. Consultant is prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

Term and Payment:

The term of this contract shall begin October 1, 2016 through September 30, 2017. 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 \$6,250.00.

At the mutual written agreement of both parties, and 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 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 \$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.

Termination:

This agreement may be terminated at any time, for any reason, by either party giving thirty (30) days' notice in writing to the other party. The City is responsible for and Consultant shall be fully compensated by the City through any early termination date.

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

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

Compliance with Texas Ethics Laws:

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

Conflicts of Interest:

Should any other client of Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant or the City believe that Consultant's 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 representation of the City. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

Consultant Relationship:

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

Confidentiality:

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

Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision of this Agreement (including this section) 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.



Ray Baray
Chief of Staff
City of Austin

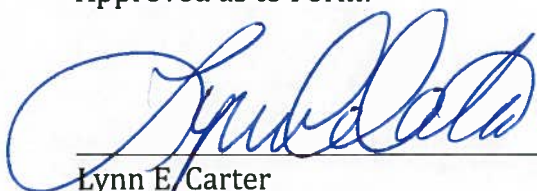
Nora Del Bosque
Title: _____

1/17/2017

Date

Date

Approved as to Form:



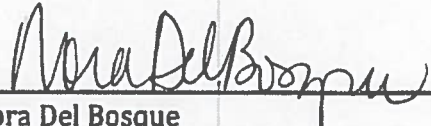
Lynn E. Carter
Assistant City Attorney

1/13/2017

Date

This contract is accepted as evidenced by the execution of the signatures of the undersigned.

Ray Baray
Chief of Staff
City of Austin



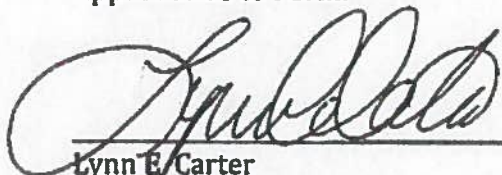
Nora Del Bosque
Title: owner

Date

1-18-2017

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

1/13/2017

Date

Agreement – Legislative & Regulatory Consulting Services

City of Austin & Brian Yarbrough/Erben & Yarbrough

It is agreed effective October 1, 2016 that Brian Yarbrough/Erben & Yarbrough ("Consultants") 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:

Consultants 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 Consultants 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. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);

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; and
14. 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 Consultants. Consultants are prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

Term and Payment:

The term of this contract shall begin October 1, 2016 through September 30, 2017. 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 Consultants twelve (12) monthly installments of \$6,250.00.

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

No additional fees or expenses of Consultants shall be charged by Consultants nor be payable by City. The Parties hereby agree that all compensable expenses of Consultants have been provided for in the total payment to Consultants. Total payments to Consultants 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.

Termination:

This agreement may be terminated at any time, for any reason, by either party giving thirty (30) days' notice in writing to the other party. The City is responsible for and Consultants 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 Consultants regarding a specific piece of legislation.

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

Compliance with Texas Ethics Laws:

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

Conflicts of Interest:

Should any other client of Consultants take a position on a piece of legislation that is in opposition to the position of the City or should Consultants or the City believe that Consultants' representation of the City is materially affected by the position taken by another client, Consultants 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 Consultants become aware of the conflict. Consultants must obtain written permission from the City to continue representation of the City. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

Consultant Relationship:

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

Confidentiality:

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

Entire Agreement and Modifications:

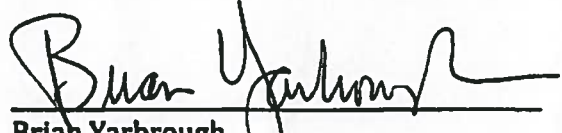
This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision of this Agreement (including this section) 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.



Ray Baray
Chief of Staff
City of Austin



Brian Yarbrough
Title: Owner
Erben & Yarbrough

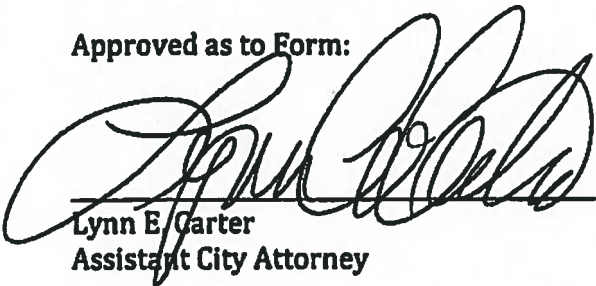
1/18/2017

Date

1/19/2017

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

1/17/2017

Date



Agreement – Legislative & Regulatory Consulting Services

City of Austin & Cliff Johnson

It is agreed effective October 1, 2016 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. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);

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; and
14. 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 Consultant. Consultant is prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

Term and Payment:

The term of this contract shall begin October 1, 2016 through September 30, 2017. 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 \$6,250.00.

At the mutual written agreement of both parties, and 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 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 \$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.

Termination:

This agreement may be terminated at any time, for any reason, by either party giving thirty (30) days' notice in writing to the other party. The City is responsible for and Consultant shall be fully compensated by the City through any early termination date.

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

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

Compliance with Texas Ethics Laws:

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

Conflicts of Interest:

Should any other client of Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant or the City believe that Consultant's 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 representation of the City. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

Consultant Relationship:

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

Confidentiality:

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

Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision of this Agreement (including this section) 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.



Ray Baray
Chief of Staff
City of Austin

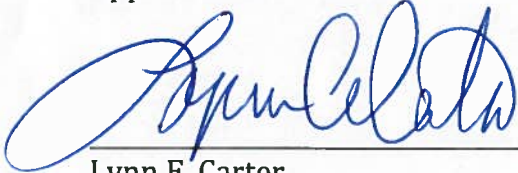
Cliff Johnson
Title: _____

1/17/2017

Date

Date

Approved as to Form:



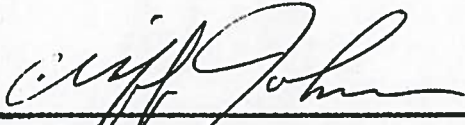
Lynn E. Carter
Assistant City Attorney

1/13/2017

Date

This contract is accepted as evidenced by the execution of the signatures of the undersigned.

Ray Baray
Chief of Staff
City of Austin



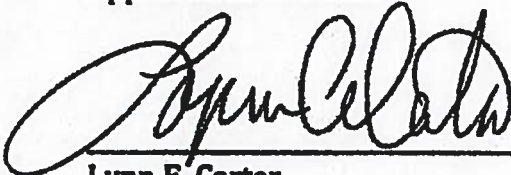
Cliff Johnson
Title: Mayor

Date

1/18/2017

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

1/13/2017

Date

Agreement – Legislative & Regulatory Consulting Services

City of Austin & Demetrius McDaniel/Greenberg Traurig LLP

It is agreed effective October 1, 2016 that Demetrius McDaniel/Greenberg Traurig, LLP (“Consultants”) 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:

Consultants 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 Consultants 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. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);

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; and
14. 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 Consultants. Consultants are prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

Term and Payment:

The term of this contract shall begin October 1, 2016 through September 30, 2017. 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 Consultants twelve (12) monthly installments of \$6,250.00.

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

No additional fees or expenses of Consultants shall be charged by Consultants nor be payable by City. The Parties hereby agree that all compensable expenses of Consultants have been provided for in the total payment to Consultants. Total payments to Consultants 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.

Termination:

This agreement may be terminated at any time, for any reason, by either party giving thirty (30) days' notice in writing to the other party. The City is responsible for and Consultants 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 Consultants regarding a specific piece of legislation.

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

Compliance with Texas Ethics Laws:

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

Conflicts of Interest:

Should any other client of Consultants take a position on a piece of legislation that is in opposition to the position of the City or should Consultants or the City believe that Consultants' representation of the City is materially affected by the position taken by another client, Consultants 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 Consultants become aware of the conflict. Consultants must obtain written permission from the City to continue representation of the City. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

Consultant Relationship:

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

Confidentiality:

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

Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision of this Agreement (including this section) 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.



Ray Baray
Chief of Staff
City of Austin

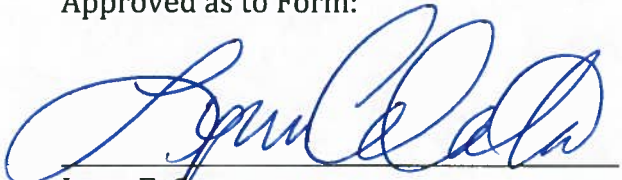
Demetrius McDaniel
Title: _____
Greenberg Traurig, LLP

1/17/2017

Date

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney


1/13/2017

Date

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.

Ray Baray
Chief of Staff
City of Austin



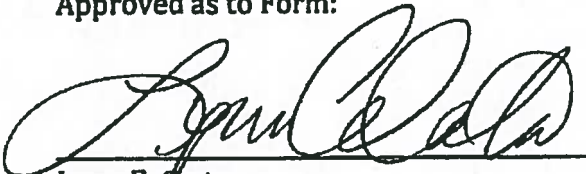
Demetrius McDaniel
Title: *Principal Shareholder*
Greenberg Traurig, LLP

Date

1/17/2017

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

1/13/2017

Date

Agreement – Legislative & Regulatory Consulting Services

City of Austin & Clayton Pope

It is agreed effective October 1, 2016 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. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);

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; and
14. 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 Consultant. Consultant is prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

Term and Payment:

The term of this contract shall begin October 1, 2016 through September 30, 2017. 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 \$6,250.00.

At the mutual written agreement of both parties, and 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 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 \$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.

Termination:

This agreement may be terminated at any time, for any reason, by either party giving thirty (30) days' notice in writing to the other party. The City is responsible for and Consultant shall be fully compensated by the City through any early termination date.

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

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

Compliance with Texas Ethics Laws:

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

Conflicts of Interest:

Should any other client of Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant or the City believe that Consultant's 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 representation of the City. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

Consultant Relationship:

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

Confidentiality:

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

Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision of this Agreement (including this section) 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.

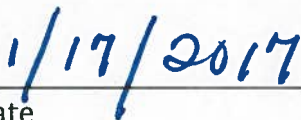
This contract is accepted as evidenced by the execution of the signatures of the undersigned.



Ray Baray
Chief of Staff
City of Austin

Clayton Pope

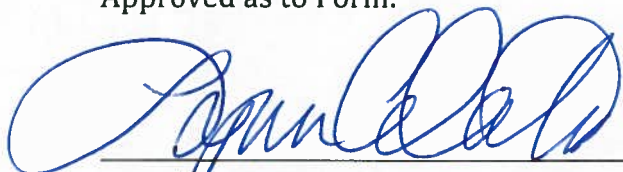
Title: _____



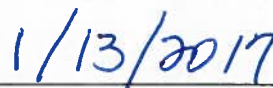
_____ Date

_____ Date

Approved as to Form:



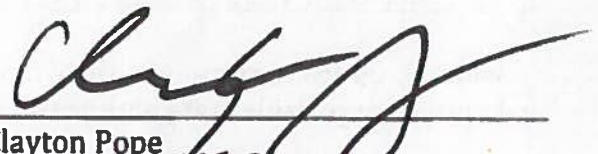
Lynn E. Carter
Assistant City Attorney



_____ Date

This contract is accepted as evidenced by the execution of the signatures of the undersigned.

Ray Baray
Chief of Staff
City of Austin



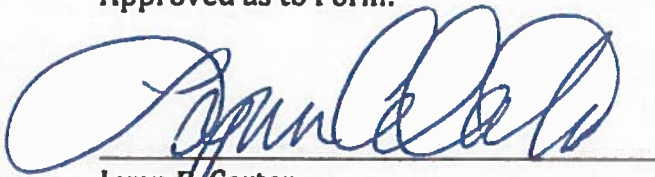
Clayton Pope
Title: owner

Date

1/13/17

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

1/13/2017

Date

Agreement – Legislative & Regulatory Consulting Services

City of Austin & Luis Saenz/McGuireWoods Consulting LLC

It is agreed effective October 1, 2016 that Luis Saenz/McGuireWoods Consulting, LLC (“Consultants”) 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:

Consultants 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 Consultants 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. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);

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; and
14. 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 Consultants. Consultants are prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

Term and Payment:

The term of this contract shall begin October 1, 2016 through September 30, 2017. 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 Consultants twelve (12) monthly installments of \$6,250.00.

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

No additional fees or expenses of Consultants shall be charged by Consultants nor be payable by City. The Parties hereby agree that all compensable expenses of Consultants have been provided for in the total payment to Consultants. Total payments to Consultants 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.

Termination:

This agreement may be terminated at any time, for any reason, by either party giving thirty (30) days' notice in writing to the other party. The City is responsible for and Consultants 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 Consultants regarding a specific piece of legislation.

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

Compliance with Texas Ethics Laws:

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

Conflicts of Interest:

Should any other client of Consultants take a position on a piece of legislation that is in opposition to the position of the City or should Consultants or the City believe that Consultants' representation of the City is materially affected by the position taken by another client, Consultants 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 Consultants become aware of the conflict. Consultants must obtain written permission from the City to continue representation of the City. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

Consultant Relationship:

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

Confidentiality:

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

Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision of this Agreement (including this section) 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.



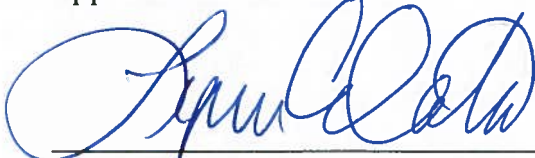
Ray Baray
Chief of Staff
City of Austin

Luis Saenz
Title: _____
McGuireWoods Consulting, LLC

1/17/2017
Date

Date

Approved as to Form:



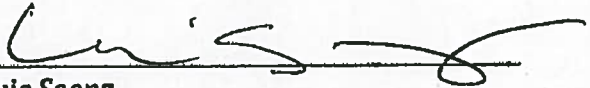
Lynn E. Carter
Assistant City Attorney

1/13/2017
Date

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This contract is accepted as evidenced by the execution of the signatures of the undersigned.

Ray Baray
Chief of Staff
City of Austin



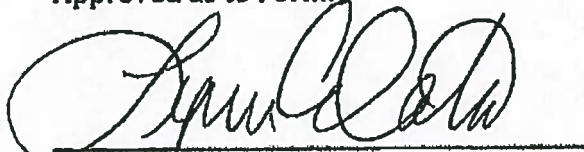
Luis Saenz
Title: Senior Advisor
McGuireWoods Consulting, LLC

Date

1/23/17

Date

Approved as to Form:



Lynn E. Garter
Assistant City Attorney .

1/13/2017

Date

Agreement – Legislative & Regulatory Consulting Services

City of Austin & Trent Townsend/Imperium Public Affairs

It is agreed effective October 1, 2016 that Trent Townsend/Imperium Public Affairs (“Consultants”) 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:

Consultants 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 Consultants 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. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);

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; and
14. 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 Consultants. Consultants are prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

Term and Payment:

The term of this contract shall begin October 1, 2016 through September 30, 2017. 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 Consultants twelve (12) monthly installments of \$6,250.00.

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

No additional fees or expenses of Consultants shall be charged by Consultants nor be payable by City. The Parties hereby agree that all compensable expenses of Consultants have been provided for in the total payment to Consultants. Total payments to Consultants 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.

Termination:

This agreement may be terminated at any time, for any reason, by either party giving thirty (30) days' notice in writing to the other party. The City is responsible for and Consultants 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 Consultants regarding a specific piece of legislation.

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

Compliance with Texas Ethics Laws:

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

Conflicts of Interest:

Should any other client of Consultants take a position on a piece of legislation that is in opposition to the position of the City or should Consultants or the City believe that Consultants' representation of the City is materially affected by the position taken by another client, Consultants 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 Consultants become aware of the conflict. Consultants must obtain written permission from the City to continue representation of the City. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

Consultant Relationship:

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

Confidentiality:

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

Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision of this Agreement (including this section) 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.



Ray Baray
Chief of Staff
City of Austin

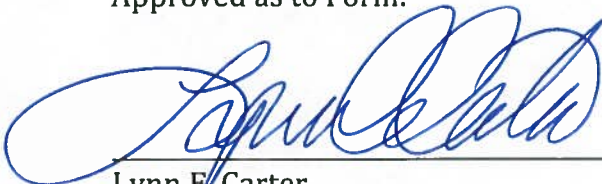
Trent Townsend
Title: _____
Imperium Public Affairs

1/17/2017

Date

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

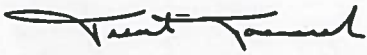
1/13/2017

Date

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.

Ray Baray
Chief of Staff
City of Austin



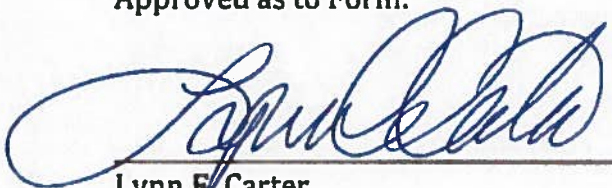
Trent Townsend
Title: Partner
Imperium Public Affairs

Date

1/13/2017

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

1/13/2017

Date

Agreement – Legislative & Regulatory Consulting Services

City of Austin & Ross Peavey/Brady & Peavey, P.C.

It is agreed effective October 1, 2016 that Ross Peavey/Brady & Peavey, P.C. (“Consultants”) 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:

Consultants 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 Consultants 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. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);

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; and
14. 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 Consultants. Consultants are prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

Term and Payment:

The term of this contract shall begin October 1, 2016 through September 30, 2017. 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 Consultants twelve (12) monthly installments of \$2,500.00.

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

No additional fees or expenses of Consultants shall be charged by Consultants nor be payable by City. The Parties hereby agree that all compensable expenses of Consultants have been provided for in the total payment to Consultants. Total payments to Consultants cannot exceed the \$2,500 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.

Termination:

This agreement may be terminated at any time, for any reason, by either party giving thirty (30) days' notice in writing to the other party. The City is responsible for and Consultants 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 Consultants regarding a specific piece of legislation.

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

Compliance with Texas Ethics Laws:

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

Conflicts of Interest:

Should any other client of Consultants take a position on a piece of legislation that is in opposition to the position of the City or should Consultants or the City believe that Consultants' representation of the City is materially affected by the position taken by another client, Consultants 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 Consultants become aware of the conflict. Consultants must obtain written permission from the City to continue representation of the City. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

Consultant Relationship:

It is understood by the parties that each Consultants is are independent contractors for the purposes of any federal and/or state laws including tax laws, and that Consultants are not in any way employees, full or part-time of Client.

Confidentiality:

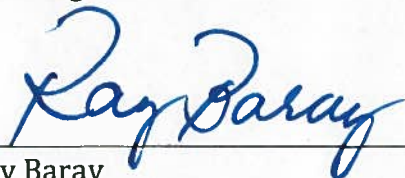
If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this agreement and as required by law. It is understood by Consultants that the materials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

Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision of this Agreement (including this section) 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.



Ray Baray
Chief of Staff
City of Austin

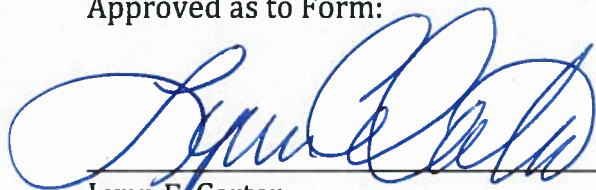
Ross Peavey
Title: _____
Brady & Peavey, P.C.

1/17/2017

Date

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

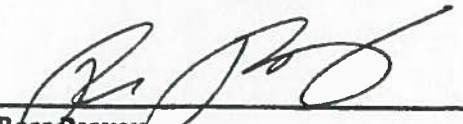
1/13/2017

Date

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Chief of Staff
City of Austin



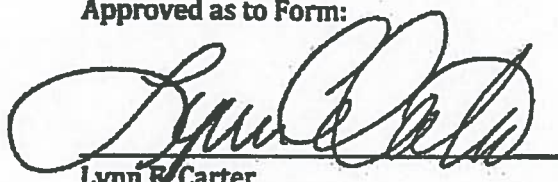
Ross Peavey
Title: *Managing Partner*
Brady & Peavey, P.C.

Date

1/22/17

Date

Approved as to Form:



Lynn B. Carter
Assistant City Attorney

Date

Amended Agreement – Legislative & Regulatory Consulting Services

City of Austin & Public Blueprint, LLC

This Agreement repeals and replaces the original agreement that was effective April 15, 2017. It is agreed effective April 15, 2017 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;
9. Provide the City with timely updates regarding the status of pending legislation and rule makings;
10. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);

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; and
14. 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 Consultant. Consultant is prohibited from contacting any other City staff without prior coordination with the Intergovernmental Relations Officer.

Term and Payment:

The term of this contract shall begin April 15, 2017 thru September 30, 2017. In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees the Consultant six (6) monthly installments of \$5,500.

No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by 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 \$5,500 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.

Termination:

This agreement may be terminated at any time, for any reason, by either party giving thirty (30) days' notice in writing to the other party. The City is responsible for and Consultant shall be fully compensated by the City through any early termination date.

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

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of the City's

budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

Compliance with Texas Ethics Laws:

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

Conflicts of Interest:

Should any other client of Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant or the City believe that its representation of the City is materially affected by the position taken by another client, Consultant will comply with all applicable state laws regarding conflicts of interest and will notify 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. Upon receipt of such disclosure, the City in its sole discretion, shall take any appropriate action, up to and including termination of this 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.

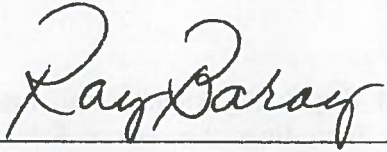
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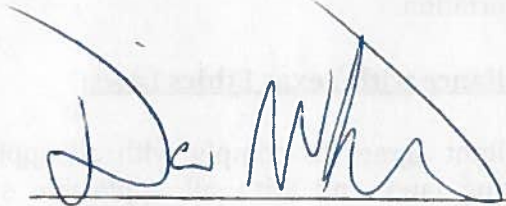
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This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision hereof (including this section) shall be valid unless in writing and signed by both parties.

This contract is accepted as evidenced by the execution hereof by the signatures of the undersigned.



Ray Baray
Chief of Staff
City of Austin



David White
CEO

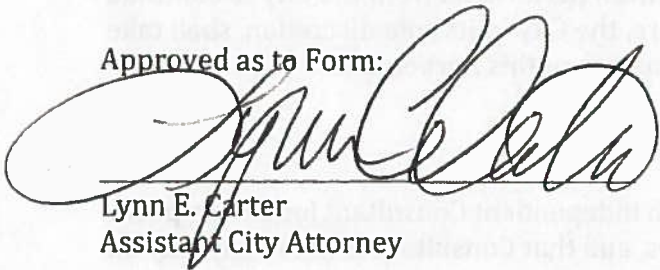
6/2/17

Date

6/8/17

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

5/31/17

Date