

RESOLUTION NO. 20161020-009

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

Council authorizes the negotiation and execution of professional services agreements for federal agency and legislative representation services each for a one year term and for a total combined amount not to exceed \$174,000 as set forth in Exhibit A.

ADOPTED: October 20, 2016

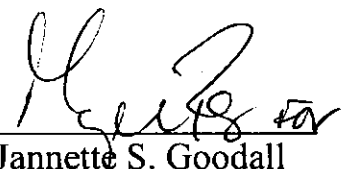
ATTEST: 
Jannette S. Goodall
City Clerk

Exhibit A
Consultants – 115th Congress
FY 2016-17

CapitalEdge	\$90,000
Jeff Boothe	\$84,000
Total Combined Amount	\$174,000

**Agreement – Legislative & Regulatory Consulting Services
City of Austin & Capital Edge Strategies, LLC**

It is agreed effective October 1, 2016 that **Capital Edge 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, 2016 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 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 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 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 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 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.

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 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:

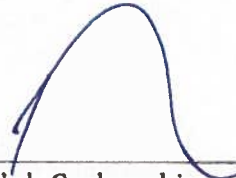
This Agreement contains the entire agreement and understandings of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision of this Agreement (including this section) shall be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

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



Ray Baray
Chief of Staff
City of Austin

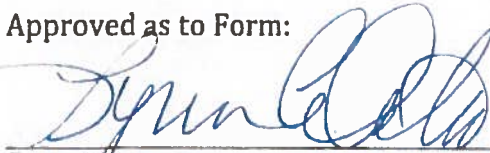
Date: 1/12/17



Ralph Garboushian
Title: MANAGING MEMBER
Capital Edge Strategies, LLC

Date: 1/12/2017

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

1/11/2017
Date

Agreement - Legislative & Regulatory Consulting Services

City of Austin & Boothe Transit Consulting, LLC

It is agreed effective October 1, 2016 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 on federal legislative and regulatory transportation policy, including aviation, freight and surface transportation, before the United States Congress and the Executive branch as directed by the City Manager;
2. As directed, represent the City's interests before transportation-related regulatory bodies and various federal agencies including but not limited to the U.S. Department of Transportation, Federal Highway Administration, Federal Railroad Administration, Federal Transit Administration and the Federal Aviation 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. 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;
19. Attend at least two meetings in the City of Austin to provide an update to City Council and assist in the development of the City's Legislative Program;
20. 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:

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during the period covered by this agreement, the City agrees to pay Consultant \$7,000 per-month.

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

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Conflicts of Interest:

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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 Client.


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Entire Agreement and Modifications:

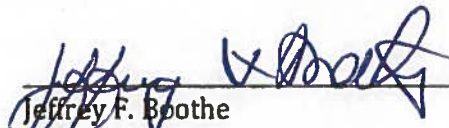
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This contract is accepted as evidenced by the execution of the signatures of the undersigned.



Ray Baray
Chief of Staff
City of Austin
1/10/17

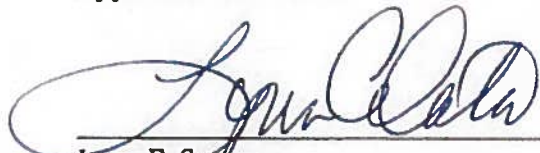
Date



Jeffrey F. Boothe
Title: President
Boothe Transit Consulting, LLC
January 13, 2017

Date

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

1/11/2017

Date