### **RESOLUTION NO. 20131024-012**

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

Council approves a resolution authorizing the negotiation and execution of professional services agreements for state legislative representation services each for a one year term and for a total combined amount not to exceed \$805,000 as set forth in Exhibit A.

ADOPTED: October 24, 2013 ATTEST: James & Scoros (Jannette S. Goodall

City Clerk

### Exhibit A

### Consultants – 83<sup>rd</sup> Interim Legislative Session

### FY 2013-14

Nora Del Bosque	\$65,000
Randall Erben/Erben & Yarbrough	\$90,000
Marta Greytok Consulting	\$90,000
Cliff Johnson	\$90,000
Demetrius McDaniel/GreenbergTraurig	\$90,000
Clayton Pope	\$90,000
Luis Saenz/McGuireWoods Consulting	\$70,000
Trent Townsend/Imperium Public Affairs	\$65,000
Joe D. Valenzuela	\$65,000
Angelo Zottarelli/Adams & Zottarelli, LLC	\$90,000
Total Combined Amount	\$805,000

THE STATE OF TEXAS
COUNTY OF TRAVIS

- (1) Legislative Professional will represent the City before the Texas Legislature and the executive branch of the Texas government on matters of concern to the City during the term of this contract. The services to be performed by Legislative Professional shall include, without limitation, the following:
  - (a) Present to officers and employees of the legislative and executive branches of the Texas state government the City's position on proposed and enacted legislation and constitutional amendments pursuant to direction by the City Council and the City Manager.
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    Legislative Subcommittee, and to the Mayor and Council
    members or designees of Council members as requested,
    regarding the City Council's legislative program and any
    proposed legislative efforts of interest to the City of Austin.
  - (d) Keep the City's Government Relations Officer advised of all contacts made on behalf of the City. All media communication must be approved by the City's Government Relations Officer.
  - (e) Monitor all Regular and Special Sessions of the Texas Legislature during the term of the contract, and 1) provide, as directed, reports to the City Council of potential actions and

alternatives, 2) assist in presenting the position of the City to the legislative and executive branches of state government, 3) assist in preparing witnesses for testimony before the Legislature, 4) when directed, assist the City Attorney in drafting necessary legislation proposed by the City and amendments deemed necessary to promote the city's position, 5) alert in a timely manner, the City's Government Relations Officer of potential actions which may affect the City.

- (f) Coordinate regular meetings between members of and among the City Council and the members of the Texas House of Representatives, the Texas Senate, the Speaker of the Texas House, the Lieutenant Governor, and the Governor of Texas.
- (2) The Legislative Professional agrees to coordinate The Legislative Professional's work under this contract with the City Manager or the Manager's designee. The City agrees to coordinate all contact and communications with the Legislative Professional through the Director of Government Relations.

. . . .

- (3) The Legislative Professional agrees not to represent any person, group, or entity with an interest in conflict with the City's legislative program without notifying the City Council of such representation and obtaining authorization from the City Council to represent such person, group, or entity.
- (4) The Legislative Professional agrees not to subcontract the Legislative Professional's work to any person not identified in this contract, except with the written approval of the City.
- (5) The term of this contract begins October 1, 2013, and ends September 30, 2014. The City will pay the Legislative Professional twelve (12) monthly installments of \$5,416.66 for a total contract amount not to exceed \$65,000. Expenses incurred by the Legislative Professional in providing services to the City under this contract are the responsibility of the Legislative Professional.
- (6) This contract may be terminated at any time, for any reason, by either the City or the Legislative Professional by giving thirty days notice in writing to the other party.

Agreed to by and between the parties this  $\frac{2/sf}{day}$  day of  $\frac{20.7}{3}$  2013.

Legislative Professional

Nora Del Bosque

Nora Del Bosque

7704 Chimney Corners

Austin, Texas 78701- 78731

City of Austin, Texas

Marc A. Ott City Manager

Approved as to Form:

John Steiner

#### CONTRACT

### THE STATE OF TEXAS § COUNTY OF TRAVIS §

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- The Legislative Professional agrees not to represent any person, group, (3) or entity with an interest in conflict with the City's legislative program without notifying the City Council of such representation and obtaining authorization from the City Council to represent such person, group, or entity. By executing this contract, City of Austin recognizes that the representation of City of Austin is not exclusive to the representation of other clients by Randall H. Erben, including AT&T. At the making of this contract, Randall H. Erben warrants that no actual conflicts exist between the interests of City of Austin and any other existing clients. To the extent that any conflict arises that between the interests of City of Austin and any other client or potential clients, both parties agree that Randall H. Erben shall notify and consult with City of Austin regarding any actual conflict that would, in the judgment of Randall H. Erben, affect his ability to discharge his obligations as attorney and consultant to City of Austin. Upon such consultation and determination of the existence of an actual conflict regarding AT&T, City of Austin agrees to allow Randall H. Erben to accord priority to the interests of AT&T. Upon such consultation and determination of the existence of an actual conflict regarding any other client, Randall H. Erben agrees to accord priority to the interests of City of Austin and reject representation of any other party that would lead to a conflict unless City of Austin consents in writing.

- (4) The Legislative Professional agrees not to subcontract the Legislative Professional's work to any person not identified in this contract, except with the written approval of the City.
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- (6) This contract may be terminated at any time, for any reason, by either the City or the Lobbyist by giving thirty days notice in writing to the other party.

Agreed to by and between the parties this 20 day of November, 2013.

Lobbyist

Randall H. Erben

Randall H. Erben

Erben & Yarborough, Attomeys

807 Brazos, Suite 402

Austin, Texas 78701-2508

City of Austin, Texas

Marc Al Ott

City Manager

Approved as to Form:

John Stepher

THE STATE OF TEXAS
COUNTY OF TRAVIS

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Legislative Professional

Marta Greytok

Marta Greytok

Marta Greytok Consulting

P.O. Box 26652

Austin, Texas 78755

City of Austin, Texas

Marc (A. Ott City Manager

Approved as to Form:

John Steiner

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# Agreed to by and between the parties this 20 m day of 2013.

#### Legislative Professional

Cliff Johnson

Cliff Johnson

1115 San Jacinto Blvd.

Suite 275

Austin, Texas 78701

City of Austin, Texas

Marc A. Ott City Manager

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John Steiner

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Agreed to by and between the parties this 4th day of Occember, 2013.

#### Legislative Professional

Demetrius McDaniel

Demetrins McDaniel Attorney at Law Greenberg Traurig 300 West 6th Street, Suite 2050 Austin, TX 78701

City of Austin, Texas

Marc/A. Ott City Manager

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Agreed to by and between the parties this <u>dom</u> day of <u>Nov</u>, <u>2013</u>, 2013.

#### Legislative Professional

Clayton Pope

Clayton Pope

1115 San Jacinto Blvd.

Suite 275

Austin, Texas 78701

City of Austin, Texas

Marc A. Ott City Manager

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John Steiner

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Agreed to by and between the parties this 21 day of November, 2013.

#### Legislative Professional

Luis Saenz

Louis Saenz

McGuireWoods Consulting

816 Congress Avenue

Suite 940

Austin, Texas 78701

City of Austin, Texas

Marc A. Ott City Manager

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John Steiner/

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Agreed to by and between the parties this 2017 day of 2013.

### Legislative Professional

Trent Townsend

Trent Townsend

Imperium Public Affairs

1122 Colorado Street

Westgate Building, Suite 209

Austin, Texas 78701

City of Austin, Texas

Marc A. Ott City Manager

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Legislative Professional

Joe Valenzuela

Joe Valenzuela

1620 Shady Hillside Pass Round Rock, Texas 78664

City of Austin, Texas

Marc A. Ott City Manager

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2013.

Agreed to by and between the parties this day of

day of Naluber

Legislative Professional

Adams & Zottarelli, L.L.C.

Angelo Zottarelli Managing Partner Adams & Zottarelli, LLC 405 West 14th Street Austin, Texas 78701

City of Austin, Texas

Marc A. Ott City Manager

Approved as to Form:

John Steiffer