

RESOLUTION NO. 20150917-022

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 contract shall be for a one year term with a total combined amount not to exceed \$860,000 as set forth in Exhibit A.

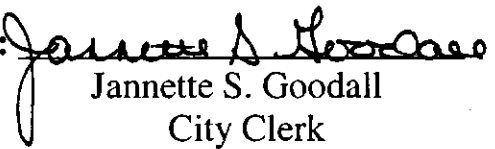
ADOPTED: September 17, 2015 **ATTEST:** 
Jannette S. Goodall
City Clerk

Exhibit A
State Consultants
FY 2015-2016

Nora Del Bosque	\$65,000
Marta Greytok Consulting	\$90,000
Cliff Johnson	\$90,000
Demetrius McDaniel/Greenberg Traurig	\$90,000
Clayton Pope	\$90,000
Jennifer Rodriguez/McGuireWoods Consulting	\$70,000
Trent Townsend/Imperium Public Affairs	\$65,000
Joe D. Valenzuela	\$65,000
Brian Yarbrough, BGYarbrough & Associates	\$90,000
Angelo Zottarelli/Adams & Zottarelli, LLC	\$90,000
Ross Peavey	\$55,000
Total Combined Amount	\$860,000

**CONTRACT FOR PROFESSIONAL SERVICES
FOR LEGISLATIVE REPRESENTATION**

**THE STATE OF TEXAS §
COUNTY OF TRAVIS §**

For and in consideration of the mutual promises contained herein, the City of Austin and Legislative Professional agree as follows:

(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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- (c) Report as directed to the City Council and to the City Council 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

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- (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.

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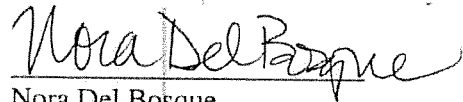
(5) The term of this contract begins October 1, 2015, and ends September 30, 2016. The City will pay the Legislative Professional twelve (12) monthly installments of \$5,416.66 for a total contract amount not to exceed \$65,000. Expenses incurred by the Legislative Professional in providing services 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 21 day of October, 2015.

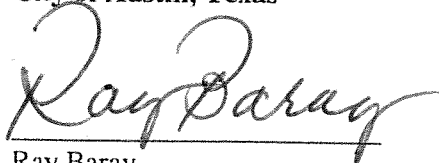
Legislative Professional

Nora Del Bosque



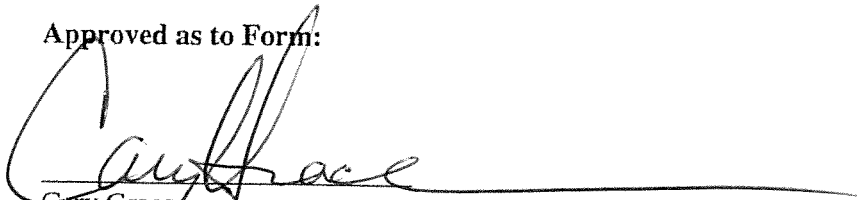
Nora Del Bosque
7704 Chimney Corners
Austin, Texas 78731

City of Austin, Texas



Ray Baray
Chief of Staff

Approved as to Form:



Cary Grace
Assistant City Attorney

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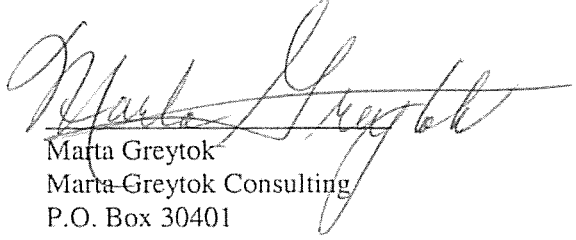
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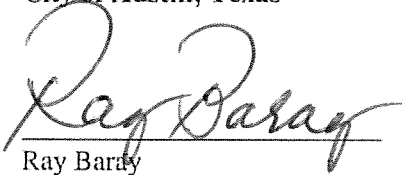
Agreed to by and between the parties this 24 day of October,
2015.

Legislative Professional

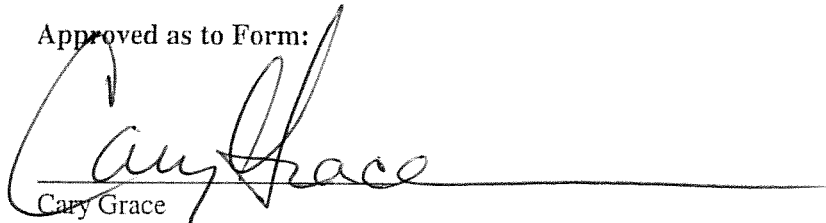
Marta Greytok


Marta Greytok
Marta Greytok Consulting
P.O. Box 30401
Austin, Texas 78755

City of Austin, Texas


Ray Baray
Chief of Staff

Approved as to Form:


Cary Grace
Assistant City Attorney

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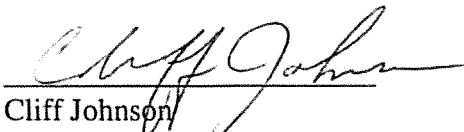
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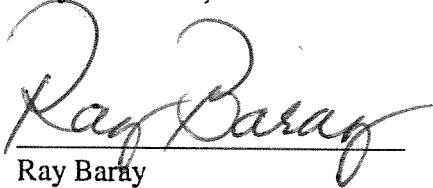
Agreed to by and between the parties this 26th day of October,
2015.

Legislative Professional

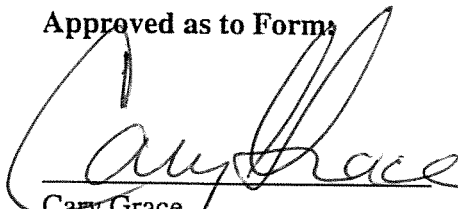
Cliff Johnson


Cliff Johnson
1115 San Jacinto Blvd.
Suite 275
Austin, Texas 78701

City of Austin, Texas


Ray Baray
Chief of Staff

Approved as to Form:


Cary Grace
Assistant City Attorney

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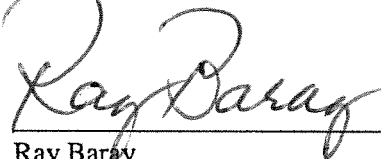
Legislative Professional

Demetrius McDaniel



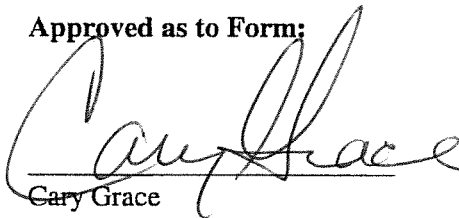
Demetrius McDaniel
Attorney at Law
Greenberg Traurig
300 West 6th Street,
Suite 2050
Austin, TX 78701

City of Austin, Texas



Ray Baray
Chief of Staff

Approved as to Form:



Cary Grace
Assistant City Attorney

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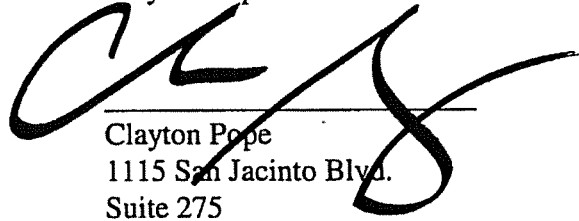
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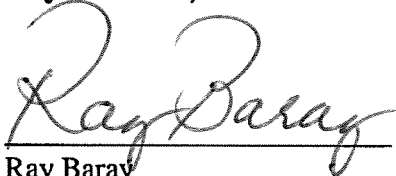
Legislative Professional

Clayton Pope



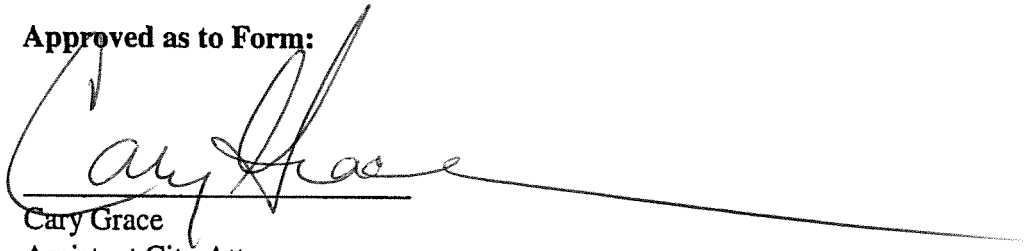
Clayton Pope
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Austin, Texas 78701

City of Austin, Texas



Ray Baray
Chief of Staff

Approved as to Form:



Cary Grace
Assistant City Attorney

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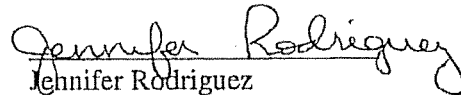
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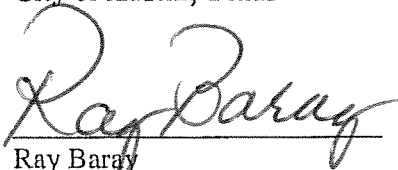
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Legislative Professional



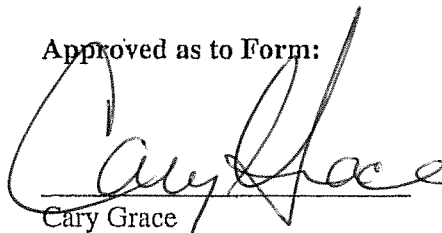
Jennifer Rodriguez
McGuireWoods Consulting
816 Congress Avenue
Suite 940
Austin, Texas 78701

City of Austin, Texas



Ray Baray
Chief of Staff

Approved as to Form:



Cary Grace
Assistant City Attorney

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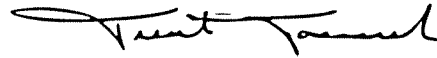
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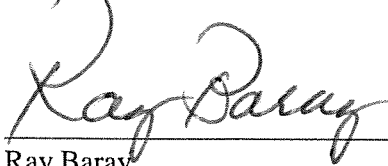
Legislative Professional

Trent Townsend



Trent Townsend
Imperium Public Affairs
1122 Colorado Street
Westgate Building, Suite 2320
Austin, Texas 78701

City of Austin, Texas



Ray Baray
Chief of Staff

Approved as to Form:



Cary Grace
Assistant City Attorney

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- (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.

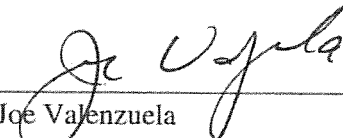
(5) The term of this contract begins October 1, 2015, and ends September 30, 2016. The City will pay the Legislative Professional twelve (12) installments of \$5,416.66 for a total contract amount not to exceed \$65,000. Expenses incurred by the Legislative Professional in providing services to the City 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 19th day of October,
2015.

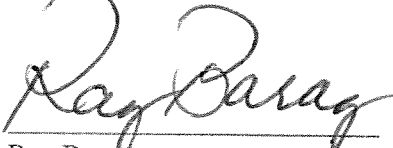
Legislative Professional

Joe Valenzuela



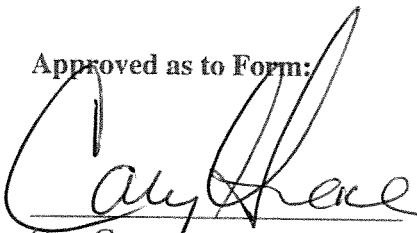
Joe Valenzuela
1620 Shady Hillside Pass
Round Rock, Texas 78664

City of Austin, Texas



Ray Barag
Chief of Staff

Approved as to Form:



Cary Grace
Assistant City Attorney

CONTRACT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

For and in consideration of the mutual promises contained herein, the City of Austin and Legislative Professional agree as follows:

(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.
- (b) Provide recommendations on appropriate methods for pursuing the City's interests before the Texas Legislature.
- (c) Report as directed to the City Council and to the City Council 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. 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 Brian G. Yarbrough, including AT&T. At the making of this contract, Brian G. Yarbrough 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 Brian G. Yarbrough shall notify and consult with City of Austin regarding any actual conflict that would, in the judgment of Brian G. Yarbrough, 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 Brian G. Yarbrough 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, Brian G. Yarbrough 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.

Handwritten signature or initials in the bottom right corner of the page.

(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.

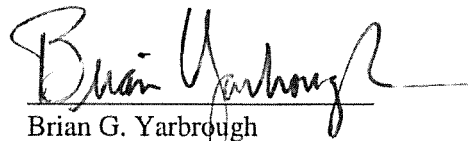
(5) The term of this contract begins October 1, 2015, and ends September 30, 2016. The City will pay the Legislative Professional twelve (12) monthly installments of \$7,500.00 for a total contract amount not to exceed \$90,000. Expenses incurred by the Legislative Professional in providing services 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 Lobbyist by giving thirty days notice in writing to the other party.

Agreed to by and between the parties this 12th day of NOVEMBER, 2015.

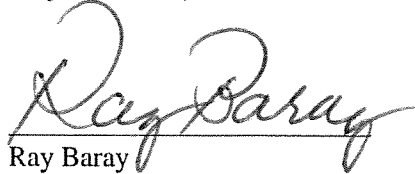
Legislative Professional

BGYarbrough & Associates



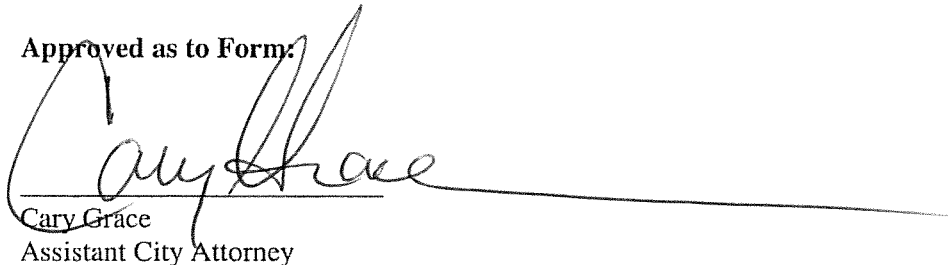
Brian G. Yarbrough
BGYarbrough & Associates
807 Brazos, Suite 402
Austin, Texas 78701-2508

City of Austin, Texas



Ray Baray
Chief of Staff

Approved as to Form:



Cary Grace
Assistant City Attorney

**CONTRACT FOR PROFESSIONAL SERVICES
FOR LEGISLATIVE REPRESENTATION**

**THE STATE OF TEXAS §
COUNTY OF TRAVIS §**

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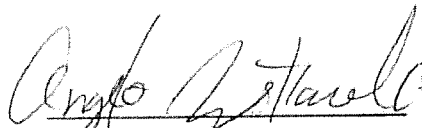
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Agreed to by and between the parties this 19th day of October,
2015.

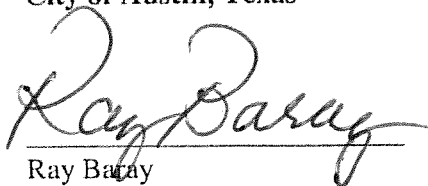
Legislative Professional

Adams & Zottarelli, L.L.C.



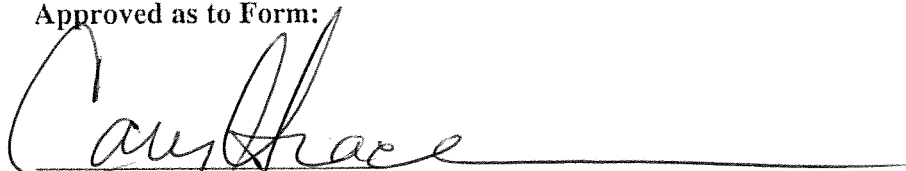
Angelo Zottarelli
Managing Partner
Adams & Zottarelli, LLC
405 West 14th Street
Austin, Texas 78701

City of Austin, Texas



Ray Baray
Chief of Staff

Approved as to Form:



Cary Grace
Assistant City Attorney

**CONTRACT FOR PROFESSIONAL SERVICES
FOR LEGISLATIVE REPRESENTATION**

**THE STATE OF TEXAS §
COUNTY OF TRAVIS §**

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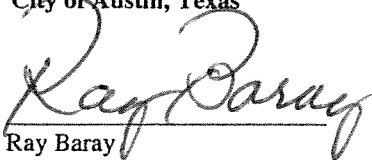
Agreed to by and between the parties this 20th day of October, 2015.

Legislative Professional



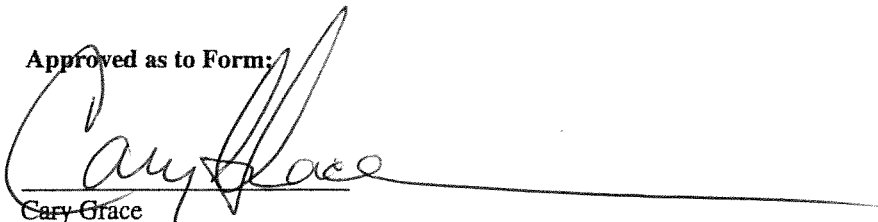
Ross O. Peavey
Brady & Peavey, P.C.
Box 13132, Capitol Station
Austin, Texas 78711-3132

City of Austin, Texas



Ray Baray
Chief of Staff

Approved as to Form:



Cary Grace
Assistant City Attorney