



MEMORANDUM

TO: File

FROM: Sydney Ceder, Procurement Specialist III

DATE: December 20, 2018

SUBJECT: MA 4400 NA190000060

The Master Agreement was created and administered by the Management Services Department. All original documents are located with the Management Services Department. The Purchasing Office is not responsible for any procurement actions taken for this Master Agreement Contract other than the creation of the payment mechanism for accounting purposes.

NOTE: Although the contracts are written for \$90,000 and \$42,000 annually with one twelve (12) month extension option the RCA does not address any extension options.

**Agreement – Legislative & Regulatory Consulting Services
City of Austin & InfraStrategies, LLC**

It is agreed effective October 1, 2018 that **InfraStrategies, 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, 2018 thru September 30, 2019. 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 \$3,500 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 \$3,500 per month or \$42,000 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.

It is understood by the parties that the Performance Metrics attached as Exhibit "A" to this Agreement will be used by the City to evaluate the Consultant's performance of the scope of services in this contract.

Compliance with Anti-Discrimination and Ethics Laws:

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

Consultant also agrees to comply with all federal anti-discrimination laws. The City of Austin values diversity among its workforce and with its consultants. Consultant also commits to value and seek diversity in selecting its employees and workforce.

Interested Parties Disclosure:

As a condition to entering this Agreement, Consultant must complete, and file with the Texas Ethics Commission, Form 1295 Certificate of Interested Parties for a business entity and provide the certificate to the City (as required by state law for an agreement requiring council authorization). Form 1295 must be completed by Consultant on the Texas Ethics Commission website in accordance with procedures of the Commission, which include the requirement that the authorized agent of the Consultant acknowledge the disclosure is made under oath and under penalty of perjury. The City will acknowledge receipt of the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt of the certificate from Consultant. The Texas Ethics Commission's website link to Form

1295 filing procedures is:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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:

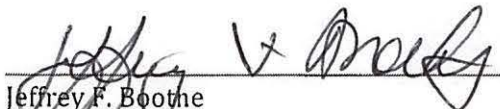
This Agreement contains the entire agreement and understandings of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated 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.



Elaine Hart
Deputy City Manager
City of Austin

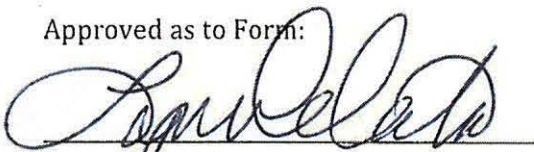
Date: 11-9-2018



Jeffrey F. Boothe
Managing Principal
InfraStrategies, LLC

Date: 11-30-18

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

11/9/2018
Date

EXHIBIT "A"
Performance Metrics for Federal Lobby Team

Activities	Frequency/Timing
<ul style="list-style-type: none"> • Provide strategic counsel to COA for development of Federal Legislative Program 	<ul style="list-style-type: none"> • One-time
<ul style="list-style-type: none"> • Prior to session identify opportunities for each COA initiative, for communications to members of the City's federal delegation, other key members of Congress, and federal agency staff 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Provide a plan to build strong relationships between City and key legislative, executive and administrative personnel 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Analyze, monitor, identify, and as directed, respond to municipally related legislation, proposed administrative rules and regulations detrimental to the City 	<ul style="list-style-type: none"> • On-going
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<ul style="list-style-type: none"> • Assist with the scheduling of meetings with members and staff of federal delegation and key members of Congress. 	<ul style="list-style-type: none"> • On-going
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<ul style="list-style-type: none"> • Monitor federal agencies for grant opportunities and coordinate with city staff on submitted grant applications 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Participate in regularly scheduled calls and provide in-person briefings with IGRO and other city staff as appropriate 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Submit reports to the IGR Officer on legislation and committee activity and provide updates to COA leadership, Ad Hoc Committee and Council, as requested 	<ul style="list-style-type: none"> • Per session
Outcomes	Frequency/Timing
<ul style="list-style-type: none"> • Ensure 100% of the initiatives assigned by the COA program are filed for consideration by the appropriate House/Senate Committee 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Achieve the agreed upon success rate and funding levels associated therewith for the COA Legislative Program 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Ensure 90% of legislation that negatively impacts the City does not pass 	<ul style="list-style-type: none"> • Per session

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City of Austin & InfraStrategies, LLC**

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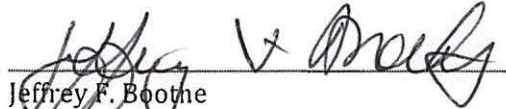
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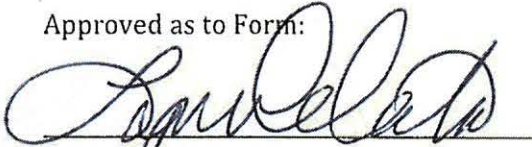
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**Agreement – Legislative & Regulatory Consulting Services
City of Austin & Capital Edge Strategies, LLC**

It is agreed effective October 1, 2018 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;
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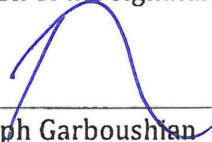
This Agreement contains the entire agreement and understandings of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated 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.



Elaine Hart
Deputy City Manager
City of Austin

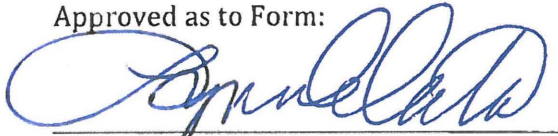
Date: 11-9-2018



Ralph Garboushian
Managing Member
Capital Edge Strategies, LLC

Date: 11/28/2018

Approved as to Form:



Lynn E. Carter
Assistant City Attorney

11/9/2018

Date

EXHIBIT "A"
Performance Metrics for Federal Lobby Team

Activities	Frequency/Timing
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Outcomes	Frequency/Timing
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<ul style="list-style-type: none"> • Achieve the agreed upon success rate and funding levels associated therewith for the COA Legislative Program 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Ensure 90% of legislation that negatively impacts the City does not pass 	<ul style="list-style-type: none"> • Per session

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

It is agreed effective October 1, 2018 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, 2018 thru September 30, 2019. 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.

It is understood by the parties that the Performance Metrics attached as Exhibit "A" to this Agreement will be used by the City to evaluate the Consultant's performance of the scope of services in this contract.

Compliance with Anti-Discrimination and Ethics Laws:

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

Consultant also agrees to comply with all federal anti-discrimination laws. The City of Austin values diversity among its workforce and with its consultants. Consultant also commits to value and seek diversity in selecting its employees and workforce.

Interested Parties Disclosure:

As a condition to entering this Agreement, Consultant must complete, and file with the Texas Ethics Commission, Form 1295 Certificate of Interested Parties for a business entity and provide the certificate to the City (as required by state law for an agreement requiring council authorization). Form 1295 must be completed by Consultant on the Texas Ethics Commission website in accordance with procedures of the Commission, which include the requirement that the authorized agent of the Consultant acknowledge the disclosure is made under oath and under penalty of perjury. The City will acknowledge receipt of the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt of the certificate from Consultant. The Texas Ethics Commission's website link to Form

1295 filing procedures is:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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.

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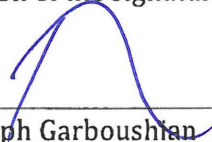
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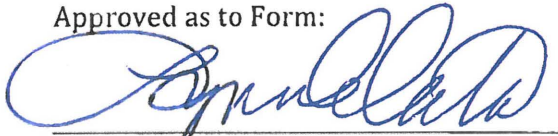
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Capital Edge Strategies, LLC

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Approved as to Form:



Lynn E. Carter
Assistant City Attorney

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RESOLUTION NO. 20181018-016

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

Council authorizes the negotiation and execution of professional services agreements for: (1) state agency and legislative representation services each for a one-year term and for a total combined amount not to exceed \$540,000 as set forth in Exhibit A, and (2) federal agency and legislative representation services each for a one-year term and for a total combined amount not to exceed \$132,000 as set forth in Exhibit B.

ADOPTED: October 18, 2018

ATTEST:

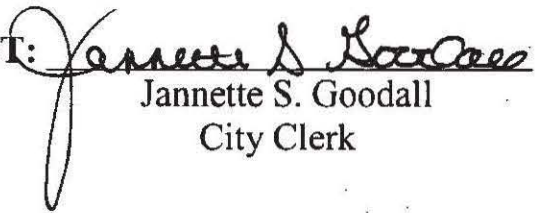

Jannette S. Goodall
City Clerk

Exhibit A
Consultants – 86th Interim Session
FY 2018-19

<u>Name</u>	<u>Annual Amount</u>	<u>Term</u>
Focused Advocacy	\$165,000	2nd year of 2-years term
Nora Del Bosque	\$75,000	1 year
Cliff Johnson	\$75,000	1 year
Clayton Pope	\$75,000	1 year
David White	\$75,000	1 year
Ross Peavey/Brady & Peavey, P.C.	\$75,000	1 year
Total Combined Amount	\$540,000	

Exhibit B
Consultants – 116th Congress
FY 2018-19

<u>Name</u>	<u>Annual Amount</u>	<u>Term</u>
CapitalEdge	\$90,000	1 year
InfraStrategies	\$42,000	1 year
Total Combined Amount	\$132,000	