

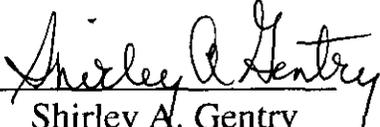
**RESOLUTION NO. 20111020-014**

**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 \$678,028 as set forth in Exhibit A.

**ADOPTED:** October 20, 2011

**ATTEST:**

  
Shirley A. Gentry

City Clerk

## Exhibit A

<b>Consultant</b>	<b>FY 2012</b>
Reggie Bashur	\$ 82,463
Randall Erben/Erben & Yarbrough Attorneys at Law	\$ 82,463
Marta Greytok Consulting	\$ 77,880
Cliff Johnson	\$ 82,462
Demetrius McDaniel/GreenbergTraurig	\$ 82,463
Clayton Pope	\$ 82,464
Trent Townsend/Imperium Public Affairs	\$ 45,813
Joe D. Valenzuela	\$ 59,557
Angelo Zottarelli, Adams & Zottarelli, LLC	<u>\$ 82,463</u>
<b>Total Combined Amount</b>	<b>\$678,028</b>

**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.
- (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.

(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.

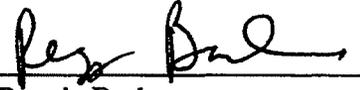
(5) The term of this contract begins October 1, 2011, and ends September 30, 2012. The City will pay the Legislative Professional twelve (12) monthly installments of \$6,871.91 for a total contract amount not to exceed \$82,463. Expenses incurred by the Legislative Professional in providing services 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 10th day of Nov,  
2011.

**Legislative Professional**

Reggie Bashur



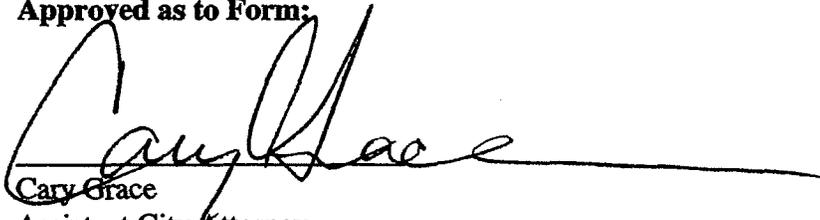
Reggie Bashur  
1115 San Jacinto Blvd.  
Suite 275  
Austin, Texas 78701

**City of Austin, Texas**



Marc A. Ott  
City Manager

**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 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.

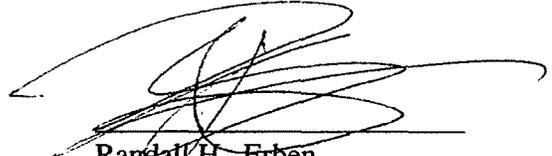
(5) The term of this contract begins October 1, 2011, and ends September 30, 2012. The City will pay the Legislative Professional twelve (12) monthly installments of \$6,871.91 for a total contract amount not to exceed \$82,463. Expenses incurred by the Legislative Professional in providing services 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 15<sup>th</sup> day of November, 2011.

**Lobbyist**

Randall H. Erben



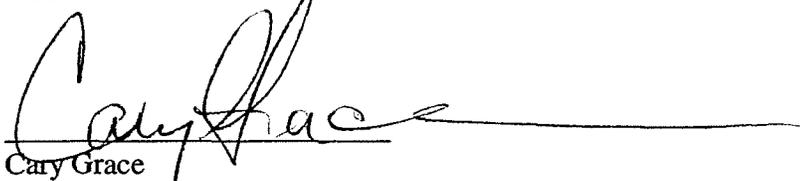
Randall H. Erben  
Erben & Yarborough, Attorneys  
807 Brazos, Suite 402  
Austin, Texas 78701-2508

**City of Austin, Texas**



Marc A. Ott  
City Manager

**Approved as to Form:**



Cary Grace  
Assistant City Attorney

**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.
- (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.**

**(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, 2011, and ends September 30, 2012. The City will pay the Legislative Professional twelve (12) installments of \$6,490.00 for a total contract amount not to exceed \$77,880. 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 \_\_\_\_\_ day of November,  
2011.

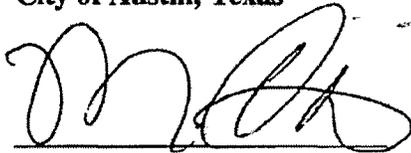
**Legislative Professional**

Marta Greytok



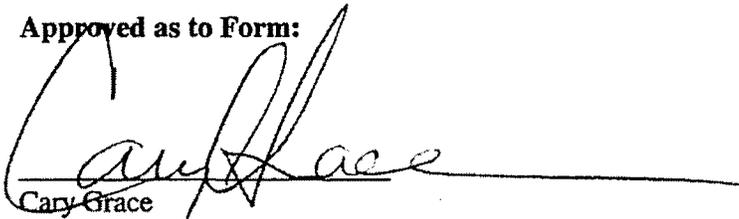
Marta Greytok  
Marta Greytok Consulting  
P.O. Box 26652  
Austin, Texas 78755

**City of Austin, Texas**



Marc A. Ott  
City Manager

**Approved as to Form:**



Cary Grace  
Assistant City Attorney

**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.
- (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.

(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, 2011, and ends September 30, 2012. The City will pay the Legislative Professional twelve (12) monthly installments of \$6,871.83 for a total contract amount not to exceed \$82,462. 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 14<sup>th</sup> day of Nov,  
2011.

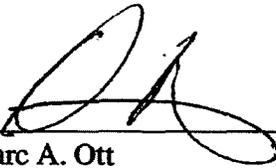
**Legislative Professional**

Cliff Johnson

Cliff Johnson

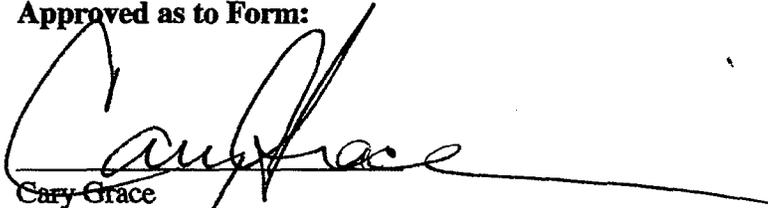
Cliff Johnson  
1115 San Jacinto Blvd.  
Suite 275  
Austin, Texas 78701

**City of Austin, Texas**



Marc A. Ott  
City Manager

**Approved as to Form:**



Cary Grace  
Assistant City Attorney

**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.
- (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.

(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.

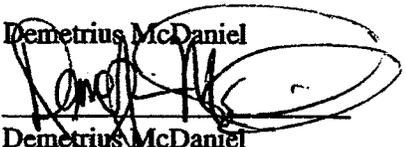
(5) The term of this contract begins October 1, 2011, and ends September 30, 2012. The City will pay the Legislative Professional twelve (12) monthly installments of \$6,871.91 for a total contract amount not to exceed \$82,463. Expenses incurred by the Legislative Professional in providing services 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 15th day of November,  
2011.

**Legislative Professional**

Demetrius McDaniel



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

**City of Austin, Texas**



Marc A. Ott  
City Manager

**Approved as to Form:**



Cary Grace  
Assistant City Attorney

**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.
- (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.

(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.

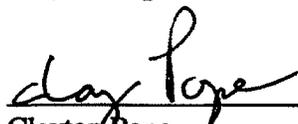
(5) The term of this contract begins October 1, 2011, and ends September 30, 2012. The City will pay the Legislative Professional twelve (12) monthly installments of \$6,872.00 for a total contract amount not to exceed \$82,464. Expenses incurred by the Legislative Professional in providing services 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 14<sup>th</sup> day of Nov,  
2011.

**Legislative Professional**

Clayton Pope



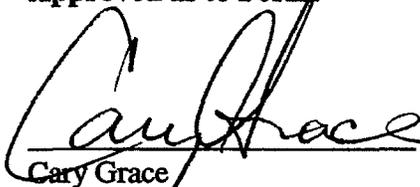
Clayton Pope  
1115 San Jacinto Blvd.  
Suite 275  
Austin, Texas 78701

**City of Austin, Texas**



Marc A. Ott  
City Manager

**Approved as to Form**



Cary Grace  
Assistant City Attorney

**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.
- (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.

(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.

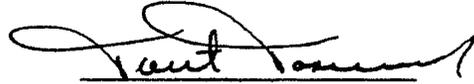
(5) The term of this contract begins October 1, 2011, and ends September 30, 2012. The City will pay the Legislative Professional twelve (12) installments of \$3,817.75 for a total contract amount not to exceed \$45,813. Expenses incurred by the Legislative Professional in providing services to the City 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 2 day of Nov, 2011,  
2011.

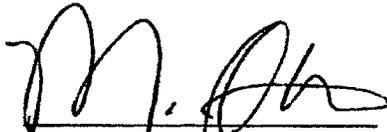
**Legislative Professional**

**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**

**Approved as to Form:**



**Cary Grace  
Assistant City Attorney**

**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.
- (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.

(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.

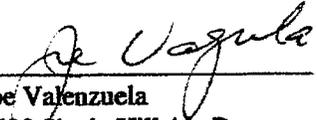
(5) The term of this contract begins October 1, 2011, and ends September 30, 2012. The City will pay the Legislative Professional twelve (12) installments of \$4,963.08 for a total contract amount not to exceed \$59,557. Expenses incurred by the Legislative Professional in providing services to the City 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.

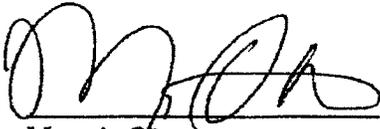
Agreed to by and between the parties this 14 day of November,  
2011.

**Legislative Professional**

**Joe Valenzuela**

  
\_\_\_\_\_  
Joe Valenzuela  
1620 Shady Hillside Pass  
Round Rock, Texas 78664

**City of Austin, Texas**

  
\_\_\_\_\_  
Marc A. Ott  
City Manager

**Approved as to Form:**

  
\_\_\_\_\_  
Cary Grace  
Assistant City Attorney

**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.
- (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.

(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, 2011, and ends September 30, 2012. The City will pay the Legislative Professional twelve (12) monthly installments of \$6,871.91 for a total contract amount not to exceed \$82,463. 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 14 day of Nov,  
2011.

**Legislative Professional**

Adams & Zottarelli, L.L.C.



Angelo Zottarelli  
Managing Partner

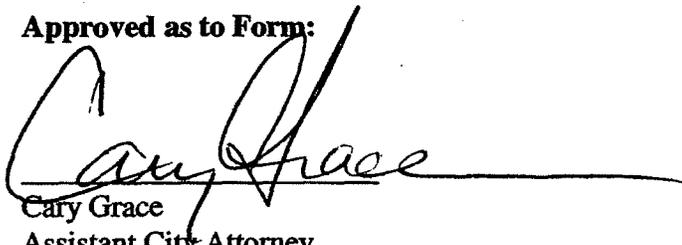
Adams & Zottarelli, LLC  
405 West 14th Street  
Austin, Texas 78701

**City of Austin, Texas**



Marc A. Ott  
City Manager

**Approved as to Form:**



Cary Grace  
Assistant City Attorney