

**Agreement – Legislative & Regulatory Consulting Services
City of Austin & Russell T Kelley d/b/a Blackridge**

It is agreed effective October 1, 2024 that **Russell T Kelley d/b/a Blackridge**. (“Consultant”), located at 919 N Congress Ave Ste 800, Austin, TX 78701, 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 Texas legislature and the executive branch as directed by the City Manager.
2. As directed, represent the City’s interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings and developments at the Texas Water Development Board, the Texas Commission on Environmental Quality, the Texas Land Office, the Comptroller of Public Accounts, the Public Utility Commission, the Texas Department of Transportation, the Department of Housing and Community Affairs, and any other agency mutually agreed to by Consultant and the City;
3. As directed, engage with state 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 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. Provide the City with an electronic tracking system that monitors the progress of legislation that could affect the City;
11. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);

12. Assist with the preparation and drafting of legislation and amendments;
13. Assist with the preparation and drafting of letters, speeches, and other advocacy materials;
14. Assist with the preparation of City officials who testify before legislative bodies; and
15. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings.

Points of Contact:

Unless directed otherwise, the City's Intergovernmental Relations Officer shall act as the point of contact for the City and Russell T Kelley shall act as the points of contact for Consultant. 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 begins on October 1, 2024 (Effective Date), and unless terminated in accordance with other provisions of this contract, continues for an initial term of two years (Initial Term). The City has the option at the end of the Initial Term to extend the contract for an additional one-year term (Extension Term) on the same terms and conditions by written notice to Consultant. The City's obligation during the term is subject to appropriation of current revenue for each fiscal year during the term. 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 \$11,500 per-month.

No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by the 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 \$11,500 per month or \$138,000 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 will be payable by the City within thirty (30) days of receipt of an invoice. Payment shall be either electronically deposited directly to the bank account provided by the Consultant or otherwise mailed to Russell T Kelley d/b/a Blackridge located at 919 N Congress Ave Ste 800, Austin, TX 78701.

It is understood by the parties that the Performance Metrics Measures 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.

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 (15) days' written notice if termination is caused by a conflict of interest between the City and another client of the Consultant and the City declines to consent to the conflict of interest or Consultant otherwise fails to resolve the conflict of interest to the City's satisfaction. *See* Tex. Gov't Code Chapter 305.

If funding for the entire Agreement is not appropriated at the time this Agreement is executed, the 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.

Compliance with Anti-Discrimination and Ethics Laws:

Consultant agrees to comply with all federal, state, and local 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.

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.

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 thirty (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

Consultant must also file a new Form 1295 if the Contract is amended, a change order is completed, or the contract is extended if:

- (1) there is a change to the disclosure of interested parties; or
- (2) the changed contract requires an action or vote by the City Council; or
- (3) the value of the changed contract is at least \$1 million greater than the value of the existing contract.

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 state laws regarding conflicts of interest and will notify the City in writing within two (2) business days from the date Consultant became 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 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 the City.

Confidentiality:

Any documented materials (whether written, electronic, or otherwise recorded), including draft materials, shared between the parties are confidential pursuant to the deliberative process or attorney work product privileges or other privilege as may be appropriate. Any attorney work product or attorney-client communications shared between the parties which is confidential by law shall be treated as confidential by the parties and may not be shared with third parties without the express written consent of an authorized individual of the City.

If a party provides information or materials labeled or indicated to be confidential, or which in the ordinary course of business would be normally considered as confidential, the receiving party will treat same as confidential; will maintain the confidentiality of the information or materials; and will not disclose the information or materials except in proper performance of this agreement or as required by law. It is understood by Consultant that the information and materials produced and provided under this agreement (including the information and materials created by Consultant for the City pursuant to this agreement) are the property of the City and shall be returned to the City upon request. Any portions of such material claimed by the Contractor to be proprietary or confidential must be clearly marked as such.

Notice Regarding Public Information Act:

Consultant acknowledges that the City is required to comply with Chapter 552, Texas Government Code (Public Information Act or Act) and that determination of the public nature of material relating to this Contract is subject to that Act. Under the Act, this Contract, and documents related to this Contract, which are in City's possession, or to which City has access, are presumed to be public and the City may release these records to the public unless an exception described in the Act applies to a document.

Entire Agreement and Modifications:

This Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings, negotiations, or discussions (whether oral or written). This Agreement may

not be modified, rescinded, or terminated orally, and no modification, rescission, termination, or attempted waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.

This Agreement may be executed in multiple counterparts and legible, electronically-scanned or facsimile copies have the same force and effect as if all signatures were set forth on a single instrument. This Agreement is accepted as evidenced by the following signatures of authorized representatives of the parties.

Veronica Briseño
Assistant City Manager
City of Austin

Russell T Kelley

Date

Date

Approved as to Form:

Wajiha Rizvi
Assistant City Attorney

Date

EXHIBIT “A”

Performance Metrics Measures for State Lobby Team

Activities	Frequency/Timing
<ul style="list-style-type: none"> • Provide strategic counsel to COA for development of State Legislative Program 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Prior to session identify opportunities for each COA initiative, for communications to key members of the legislature 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Provide strategic counsel and opportunities to build strong relationships between the 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 and proposed administrative rules and regulations detrimental to the City 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Assist with the scheduling of witnesses before legislative committees and administrative agencies and arrange appointments, as necessary 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Provide technical and strategic advice on messaging and legislative strategy. 	<ul style="list-style-type: none"> • On-going
<ul style="list-style-type: none"> • Draft bills and amendments as requested on issues deemed important to the City; solicit sponsorship of such measures 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Advocate against legislation that negatively impacts the City 	<ul style="list-style-type: none"> • Per session
<ul style="list-style-type: none"> • Submit reports to the IGR Officer on legislation and committee activity and provide in person 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 85% of legislation that negatively impacts the City does not pass 	<ul style="list-style-type: none"> • Per session