



**City of Denton  
Contract # 6182**

**Consulting Services - Legislative**

## **EXHIBIT 4**

### **Contract 6182**

#### **Agreement for Legislative Representation**

This agreement, made this 16<sup>th</sup> day of August, 2016, by and between the City of Denton, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter referred to as the "City," its electric utility, Denton Municipal Electric, hereinafter referred to as "DME," and Focused Advocacy, with its corporate office at, 832 Congress, Ste. 200, Austin, Texas, hereinafter referred to as "Consultant", acting herein, by and through their duly authorized representatives.

#### **WITNESSETH**

WHEREAS, The City of Denton (City), and its electric utility, Denton Municipal Electric (DME), wish to enter into an agreement with Focused Advocacy (Consultant) for legislative representation at the Texas State Government level to assist the City in advancing its State Legislative Program, assist council and staff in addressing proposed legislation, make the City aware of any legislative or administrative initiatives believed to be detrimental to the interests of the City, augment the City's existing relationship with key legislators and policy administrators, and maintain a high level of effective advocacy with the legislative and executive branches of the state government; and

WHEREAS, Consultant has professional staff experienced and qualified to provide and perform the services desired by City as set forth hereinabove;

NOW, THEREFORE, and in consideration of the terms, covenants and conditions herein contained, the parties hereto do mutually agree as follows:

#### **ARTICLE 1. Period of Service**

The initial term for the agreement specified herein, shall be for an initial two (2) year period commencing October 1, 2016 and ending September 30, 2018. This contract may be extended for not more than one (1) additional two (2) year term upon the prior written mutual agreement of the parties.

#### **ARTICLE 2. Termination**

The City and the Consultant shall have the right to terminate this Agreement, with or without cause, upon 60 days written notice.

The City may also terminate this Agreement with 30 days written notice to the Consultant for an irreconcilable conflict of interest.

If the Agreement is terminated prior to completion of the services to be provided hereunder, Consultant shall immediately cease all services and shall render a final bill for services to the City within thirty (30) days after the date of termination. The City shall pay Consultant for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the City subsequently contract with a new consultant for the continuation of services on the Project, Consultant shall cooperate in providing information. The Consultant shall turn over all documents prepared or furnished by Consultant pursuant to this Agreement to the City on or before the date of termination, but may maintain copies of such documents for its use.

**EXHIBIT 4**

**ARTICLE 3. Compensation**

The City agrees to compensate the Consultant for services rendered a not-to-exceed amount of, Thirteen Thousand Five Hundred Dollars (\$13,500) per month, for a total of One Hundred Sixty Two Thousand Dollars (\$162,000) annually, for a contract total of Three Hundred Twenty Four Thousand Dollars (\$324,000), for the specified services. Invoice and payments will be sent monthly. The City will not be responsible for any additional expenses incurred by the Consultant, with the exception of travel costs requested and authorized by the City. These reimbursable costs are not to exceed Four Thousand Hundred Dollars (\$4,000) annually, for a contract total of Eight Thousand Dollars (\$8,000). Reimbursable costs include the following.

Not to Exceed Cost of Services:

Year 1 – Consulting Services .....	\$162,000
Year 1 – Reimbursable Expenses .....	\$ 4,000
Year 2 – Consulting Services .....	\$162,000
Year 2 – Reimbursable Expenses .....	\$ 4,000
<b><u>Total Contract – Not to Exceed Value.....</u></b>	<b><u>\$332,000</u></b>

1. Costs incident to travel outside Austin shall be reimbursed to the Consultant upon submission of its invoice to the City. It is understood that travel is to be *pre-authorized* by the City.
2. Costs for the following items which exceed the allocation for such items in the Agreement cost shall, when authorized by the City, be reimbursed to the Consultant upon presentation of an invoice:
  - a) Printing and graphics.
  - b) Supplies.
  - c) Rental of meeting facilities, catered meals and other meeting expenses.

**ARTICLE 4. Scope of Services**

The parties agree that the Consultant shall perform the following services:

1. The Consultant will operate a unit to act as an Austin Office for the City and furnish requisite staff, office space, utilities, furnishings, equipment, secretarial services, common use office supplies and services, and general administrative support.
2. The Consultant will provide advice, counsel, and intervention to the City with regards to the City's relationship and interaction with the Texas State Legislature, including key Legislative committees, the Governor's Office, and the key state administrative agencies, which the City interface with.
3. The Consultant will track, monitor, and report on every individual bill that impacts the City, either directly or indirectly. The consultant will employ a variety of techniques to monitor and track bills, including sophisticated computer software, electronic notification systems and visits with legislators and their staff. The Consultant will make the City ware of every piece of legislation, every amendment and every proposal that affects the City.

## EXHIBIT 4

4. The Consultant will provide advance notice to the City of every public hearing related to any bill that impacts the City.
5. The Consultant will analyze and summarize any legislation that affects the City, including, but not limited to, any revenue impacting legislation, water legislation, land use legislation, or transportation legislation that affects municipal entities; and will produce written memoranda and reports for the City, as appropriate.
6. The Consultant will assist the City in supporting the authorization of innovative funding concepts for transportation and congestion relief projects, as well as generally working on issues related to transportation.
7. The Consultant will provide legislative analysis on a weekly basis in the format choice of the City: written reports, conference calls with City staff, in private meetings or any other method that is agreeable to the City and Consultant.
8. The Consultant will directly intervene in the legislative and regulatory process on matters that affect the City. Activities may involve communicating with members of the Legislature and their staffs, conducting complex negotiations, identifying opportunities for the City to testify on important matters, and develop collateral materials to support the City's positions.
9. The Consultant will also do the following as needed: draft legislation and amendments; identify and secure the most effective House and Senate bill sponsors; identify funding opportunities; represent the City during planning and negotiating sessions; prepare testimony for City representatives to deliver before legislative committees; arrange meetings between City representatives and selected legislators, and prepare briefings for these meetings; research relevant state laws and administrative rules; advocate before the Governor, Lieutenant Governor and Speaker of the House; advocate before relevant committee chairs in both the Senate and the House; maintain relationships with key staff in both chambers; and maintain strong relationships with key state regulatory agencies.
10. The Consultant will prepare back-up strategies and alternative legislative vehicles as needed to accomplish the City's legislative goals.
11. The Consultant will immediately notify the City in writing when a conflict of interest occurs between one of the Consultants other clients and the legislative goals and interests of the City.
12. No Conflicts of Interest Assurance: In order to ensure the ability to fully represent the City's interests, the Consultant will resolve any conflict of interest, with a private sector entity or client, in favor of the City.
13. During the interim period when the Texas Legislature is not in session, the Consultant will monitor interim committee studies, attend appropriate committee hearings and communicate regularly with key legislators and staff on issues of interest to the City.
14. During the interim period when the Texas Legislature is not in session, the Consultant will monitor interim activities closely, report back to the City and assist as needed to preempt the development of ideas that are detrimental to the City's legislative goals.

## **EXHIBIT 4**

15. During the interim period when the Texas Legislature is not in session, the Consultant will monitor all major state administrative and regulatory agencies and advise the City of any proposed administrative rules that may affect the City or its legislative goals.

16. During the interim period when the Texas Legislature is not in session, the Consultant will assist the City in developing its State Legislative Program prior to the start of the next regular session of the Texas Legislature.

17. The Consultant will provide, upon request by City Management, general consulting advice and counsel on municipal operational and structural issues. This general consulting advice will include providing recommendations for solutions to issues facing the City or DME.

The Consultant shall work under the policy direction of the Denton City Council, and be administratively responsive to the City Manager, City Attorney and staff coordinating legislative – intergovernmental relations. The Assistant City Manager for Development, or his designee, shall be the designated administrator of this Agreement. Curtis Seidlits, Snapper Carr and Brandon Aghamalian are deemed essential personnel for the Consultant as part of this contract. If one or all of these individuals are no longer able to service this contract, the City, at its discretion, may immediately terminate the remaining term of the contract by providing written notice as set forth in Article 2 herein.

### **ARTICLE 5. Additional Scope of Services - DME**

In addition to the services provided to the City, the Consultant will also provide the same scope of services outlined in Article 4 of this agreement for DME. It is understood and agreed that DME requires an additional level of services and constitutes an expanded scope of services beyond the representation of the City of Denton's regular legislative representation. As part of the Consultant's representation of DME, the Consultant agrees to provide, but not limited to, the following specific services:

1. Any legislation related to implementation of electric utility market design issues.
2. Any legislation related to efforts to extend, re-enact, or otherwise impose any university discount, or to expand its applicability to other entities.
3. Any legislation related to providing any mandatory discount to any electric ratepayer or class of ratepayers.
4. Any legislation that imposes limits on a municipal electric utility's ability to utilize its facilities to support new technologies, such as delivery of broadband services over electric distribution lines, etc.
5. Any legislation related to imposition of limits on a municipal utility's ability to charge for such things as attachments to its poles by other utilities.
6. Any legislation to weaken the ability of municipal utilities to maintain the confidentiality of issues; such as the terms of individual wholesale power purchase contracts.

#### EXHIBIT 4

7. Any legislation that imposes further deregulation of municipal electric utilities or any legislation that requires that Municipally Owned Utilities (MOU) opt-in to deregulation.
8. Any exemptions relating to sales tax from any energy device.
9. Any legislation relating to the regulation and governing bodies of independent organizations that govern power regions.
10. Any legislation pertaining to changes, whether state or local, regarding the oversight of MOUs.
11. Any legislation affecting Electric Reliability Council of Texas (ERCOT) representation.
12. Any legislation that require retail water and/or utility services to adopt an emergency preparedness plan for use during a local power outage.
13. Any legislation relating to establishing a carbon dioxide "cap and trade" program vis-à-vis the Regional Greenhouse Gas Initiative.
14. Any legislation regarding low interest energy efficiency improvement loans.
15. Any legislation relating to the goal of installing additional capacity for generating renewable energy.
16. Proposed legislation that may impact a MOU's ability, adversely or otherwise, to build transmission or distribution power lines or associated substations.
17. Any legislation relating to the use of advanced metering technology.
18. Any legislation relating to air quality, including the capture and storage of carbon dioxide.
19. Any legislation relating to immunity of the state and state agencies and employees of the state and state agencies from suit by certain public entities.
20. Any legislation granting the Public Utility Commission (PUC) greater regulatory authority over MOUs.
21. Full representation of DME's interests during the Sunset Commission Reviews of the Texas Public Utility Commission (PUC) and Electric Reliability Council of Texas (ERCOT).
22. Full representation of DME's interests during all legislative hearings and meetings, including but not limited to, the Senate Business and Commerce, and State Affairs Committee study charges related to municipally owned utilities.
23. Assist in educating all legislative, regulatory and policy leaders on electric utility issues of importance to DME.

## **EXHIBIT 4**

24. Work with all stakeholder groups, including but not limited to Texas Public Power Association and the Association of Electric Companies of Texas, and interests on electric utility matters to ensure that DME's interests and positions are advanced.
25. Preparation of issue papers and reports for legislators and staff.
26. Communicating with the General Manager of DME, or the Executive Manager of DME regarding strategy and issues.
27. Meeting with the Denton City Council and/or the Denton Public Utilities Board in Denton, Texas, as requested, to provide advice, recommendations, and guidance regarding DME's legislative plans, strategies, and other related issues.

### **ARTICLE 6. Independent Contractor**

The Consultant shall perform all services as an independent contractor not under the direct supervision and control of the City. Nothing herein shall be construed as creating a relationship of employer and employee or joint venture between the parties.

### **ARTICLE 7. Indemnity Agreement**

The City and Consultant agree to cooperate in the defense claims, actions, suits, or proceedings of any kind brought by a third party which may result from or directly or indirectly arise from any breach of the Consultant's obligations under this agreement. In the event of any litigation or claim under this Agreement in which the City is joined as a party, Consultants shall provide competent legal counsel to defend City and Consultant against such claim, provided that Consultant shall have the right to proceed with the competent legal counsel of its own choosing.

The Consultant agrees to defend, indemnify, and hold harmless the City and all of its officers, agents, servants, and employees against any all such claims to the extent of coverage by Consultant's commercial liability policy. The Consultant agrees to pay all expenses, including, but not limited to attorney's fees, costs of court, reasonable expenses, and satisfy all judgments, which may be incurred or rendered against the Consultant's commercial liability insurance policy. Nothing herein constitutes a waiver of any rights or remedies the City may have to pursue under either law or equity, including, without limitations, a cause of action for specific performance or for damages, a loss to the City resulting from Consultant's negligent errors or omissions, or breach of contract, and all such rights and remedies are expressly reserved.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

## **EXHIBIT 4**

### **ARTICLE 8. Insurance**

The Consultant shall maintain and shall be caused to be in force at all times during the terms of this Agreement, a legally binding policy of commercial liability insurance, with a rating of at least A with Best Rated Carriers. Such coverage shall cover any claim hereunder occasioned by the Consultant's negligent professional act and/or error or omission, in an amount not less than \$500,000 combined single limit coverage occurrence. In the event of change or cancellation of the policy by the insurer, the Consultant hereby covenants to forthwith advise the City thereof; and in such event, the Consultant shall, prior to the effective date of change or cancellation, serve substitute policies furnishing the same coverage. The Consultant shall provide a copy of such policy or the declarations page of the policy or a certificate of insurance, whichever is reasonably satisfactory, to the City through its City Manager simultaneously with the execution of this Agreement. Consultant's insurance policies, through policy endorsement, shall include wording which states that the policy shall be primary and non-contributory with respect to any insurance carried by the City. The certificate of insurance must reflect that the above wording is included in evidenced policies.

### **ARTICLE 8. Ethical Requirements**

The Consultant covenants and agrees that its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this agreement. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Denton's Personnel Policies and Procedures Manual. Any violation of this provision shall render this Agreement voidable at the discretion of the City.

### **ARTICLE 9. Compliance with Laws**

The Consultant shall comply with all applicable local, state and federal laws, rules and regulations.

### **ARTICLE XVIII. Discrimination Prohibited**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

**EXHIBIT 4**

**ARTICLE 10. Notice**

All notices, communications and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing

To City:  
City Manager  
215 E. McKinney  
Denton, TX 76201

To Consultant:  
Snapper Carr Focused Advocacy  
816 Congress, Ste. 370  
Austin, TX 78701  
512-637-6020

W/additional notification to:

To DME:  
Mike Grim Executive Manager  
Denton Municipal Electric  
1659 Spencer Road  
Denton, TX 76205

To City:  
Lindsey Baker  
Intergovernmental Relations/Public Information Officer  
215 E. McKinney  
Denton, TX 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

**ARTICLE 11. Venue**

This Agreement shall be governed by the laws of the State of Texas, venue and jurisdiction of any suit or cause of action arising under this agreement shall lie exclusively in a court of competent jurisdiction sitting in Denton County, Texas.

**ARTICLE 12. Assignability**

Consultant shall not assign or transfer any interest in this Agreement (whether by assignment, transfer, novation or otherwise) without the prior written consent of the City.

## **EXHIBIT 4**

### **ARTICLE 13. Modification**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

### **ARTICLE XVI – Severability**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and

### **ARTICLE XVI – Right to Audit**

The City shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The Consultant shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the Consultant shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the Consultant unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Consultant which must be payable within five business days of receipt of an invoice. Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

### **ARTICLE 7. Entire Agreement**

This Agreement constitutes the complete and final expression of the agreement of the parties. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in this agreement. All change orders to the Agreement will be made in writing by the City and approved by the City Council.

**EXHIBIT 4**

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

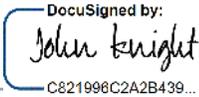
CITY OF DENTON, TEXAS

\_\_\_\_\_  
HOWARD MARTIN, CITY MANAGER

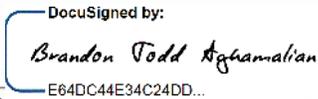
ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
ANITA BURGESS, CITY ATTORNEY

BY: \_\_\_\_\_  
  
C821998C2A2B439...

FOCUSED ADVOCACY, LLC

BY: \_\_\_\_\_  
  
E64DC44E34C24DD...  
BRANDON AGHAMALIAN, PRESIDENT

**EXHIBIT 4**

**Exhibit A**

**Contractor Business Information**

**EXHIBIT 4**

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Hope Andrade  
Secretary of State

**Office of the Secretary of State**

**CERTIFICATE OF FILING  
OF**

Focused Advocacy LLC  
File Number: 801035318

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/01/2008

Effective: 10/01/2008



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State



**EXHIBIT 4**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Focused Advocacy LLC  
Austin, TX United States

**Certificate Number:**  
2016-94262

**Date Filed:**  
08/03/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Denton

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

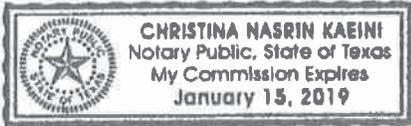
6182  
Consulting Services - Legislative

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Carr, Snapper	Austin, TX United States	X	
Aghamalian, Brandon	Austin, TX United States	X	
Seidlits, Curt	Austin, TX United States	X	

5 Check only if there is NO interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Brandon Aghamalian, this the 3 day of August, 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]* Christina N. Kaeini Legislative Associate  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



**EXHIBIT 4**



**City of Denton Purchasing**

901-B Texas St. Denton, TX 76209

Phone: (940) 349-7100 Fax: (940) 349-7302

[www.dentonpurchasing.com](http://www.dentonpurchasing.com)

**Substitute W-9 Form**

The IRS requires all vendors to complete a W-9 Form. The information on this form must be filled out, signed and submitted by a vendor representative. All information must be completed before a purchase order or payment will be issued.

Name as shown on your income tax return: FOCUSED ADVOCACY LLC

Tax ID/Social Security #: 26 347 48 93

Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxtaxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a US citizen or other U.S. person-for federal tax purposes as defined at the bottom of this page\*.

Authorized Signature: *[Signature]* Printed Name: BRANDON AGHAMALIAN

**Mailing Address:**

Company Name: FOCUSED ADVOCACY Email: accounting@focusedadvocacy.com  
Contact Name: BRANDON AGHAMALIAN Website: \_\_\_\_\_  
Address: 816 CONGRESS AVE Phone Number: 512.637.6020  
SUITE 370 Fax Number: 512.637.6021  
AUSTIN, TX 78701

**Check appropriate box for federal tax classification (required):**

<input type="checkbox"/> Individual/ Sole Proprietor	<input type="checkbox"/> Corporation  Must designate C or S	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other Please specify: _____
<input type="checkbox"/> Exempt Payee	<input type="checkbox"/> C			

Business Type:

<input type="checkbox"/> Real Estate Rental/Lease (A1)	<input type="checkbox"/> Equipment Rental/Lease (A-9)	<input type="checkbox"/> Royalties (A-2)	<input type="checkbox"/> Medical/Health Care (A-6)
<input type="checkbox"/> Services Only (A-7)	<input type="checkbox"/> Merchandise- Goods Only (A-7)	<input type="checkbox"/> Merchandise & Services (A-7)	<input type="checkbox"/> Legal Firm/Attorney (A-C)
<input checked="" type="checkbox"/> Consultant/Prof Fees (A-7)	<input type="checkbox"/> Proceeds from Real Estate Purchases (S)		

Type of Organization:

<input type="checkbox"/> Minority Owned	<input type="checkbox"/> Female Owned	<input type="checkbox"/> Non Profit	<input type="checkbox"/> Historically Underutilized Business
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\*Definition of a U.S. Person-For Federal Tax purposes, you are considered a U.S. person if you are: (a) an individual who is a U.S. citizen or U.S. resident (b) a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States (c) an estate (other than a foreign estate), or (d) a domestic trust (as defined in Regulations Section 301.7701-7).

**EXHIBIT 4**

**Vendor Information Not Required for W-9 Form**

**Remit Address (if different from above)**

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

**ACH Information-Voluntary**

ABA Routing#: 111 907 940  
Contact Name: DEANNA HATES  
Bank Account#: 331 5439  
Bank Name: HORRLOW BANK  
ACH Email: accounting@focused  
ACH Email: advocacy.com  
Phone Number: 512.637.6020  
Fax Number: 512.637.6121

I (we) authorize the City of Denton to deposit payments into the checking account listed. The authority remains in effect until the City of Denton has received written notification from me of termination in time to allow reasonable opportunity to act on it, or until the City of Denton has sent me written notice of termination of the agreement.

Vendor Signature   
Print Name/Title BRANDON AGNAWALIAN  
Date 8/3/16 PRESIDENT

**List Products and/or Services Interested In Bidding:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Internal Use Only**

- New Vendor
- Vendor Change
- Refund

Vendor Number

Requesting Department \_\_\_\_\_

Date: \_\_\_\_\_

Department Representative (**Printed Name**) \_\_\_\_\_

Purchasing Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 4**



**DocuSign City Council Transmittal Coversheet**

Contract	6182
File Name	Legislative Consulting Services - Focused Advocacy
Purchasing Contact	Elton Brock
City Council Target Date	August 16, 2016
Granicus #	
Ordinance #	

# EXHIBIT 4



## Certificate Of Completion

Envelope Id: 5391AD3203C74F608A485871B48791F0 Status: Sent  
Subject: Please DocuSign: 6182 Focused Advocacy.pdf  
Source Envelope:  
Document Pages: 19 Signatures: 2 Envelope Originator:  
Certificate Pages: 6 Initials: 0 Elton Brock  
AutoNav: Enabled elton.brock@cityofdenton.com  
Envelopeld Stamping: Enabled IP Address: 129.120.6.150  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original Holder: Elton Brock Location: DocuSign  
8/4/2016 12:35:45 PM elton.brock@cityofdenton.com

## Signer Events

### Signature

### Timestamp

Elton Brock  
elton.brock@cityofdenton.com  
Purchasing Manager  
City of Denton  
Security Level: Email, Account Authentication (Optional)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

**Completed**

Using IP Address: 129.120.6.150

Sent: 8/4/2016 12:49:06 PM  
Viewed: 8/4/2016 12:50:44 PM  
Signed: 8/4/2016 12:51:43 PM

Brandon Todd Aghamalian  
brandon@focusedadvocacy.com  
Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
*Brandon Todd Aghamalian*  
E64DC44E34C24DD...

Using IP Address: 216.16.194.235

Sent: 8/4/2016 12:51:45 PM  
Resent: 8/9/2016 10:33:07 AM  
Viewed: 8/9/2016 12:48:38 PM  
Signed: 8/9/2016 12:49:40 PM

Electronic Record and Signature Disclosure:  
Accepted: 8/9/2016 12:48:38 PM  
ID: e19d8934-c850-4dc5-ac5f-8c1a230b0783

John Knight  
john.knight@cityofdenton.com  
Deputy City Attorney  
City of Denton  
Security Level: Email, Account Authentication (Optional)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

DocuSigned by:  
*John Knight*  
C821996C2A2B439...

Using IP Address: 129.120.6.150

Sent: 8/9/2016 12:49:44 PM  
Resent: 8/9/2016 12:56:30 PM  
Viewed: 8/9/2016 1:23:56 PM  
Signed: 8/9/2016 1:24:10 PM

Julia Winkley  
julia.winkley@cityofdenton.com  
Contracts Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (Optional)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Sent: 8/9/2016 1:24:12 PM  
Viewed: 8/9/2016 1:37:25 PM

Howard Martin  
howard.martin@cityofdenton.com  
Security Level: Email, Account Authentication (Optional)

## EXHIBIT 4

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Jennifer Walters  
jennifer.walters@cityofdenton.com  
Security Level: Email, Account Authentication  
(Optional)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Julia Winkley  
julia.winkley@cityofdenton.com  
Contracts Administration Supervisor  
City of Denton

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Sent: 8/9/2016 12:49:42 PM

Security Level: Email, Account Authentication  
(Optional)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Sherri Thurman  
sherri.thurman@cityofdenton.com

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Sent: 8/9/2016 12:49:43 PM

Security Level: Email, Account Authentication  
(Optional)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Jane Richardson  
jane.richardson@cityofdenton.com  
Security Level: Email, Account Authentication  
(Optional)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Robin Fox  
Robin.fox@cityofdenton.com  
Security Level: Email, Account Authentication  
(Optional)

Electronic Record and Signature Disclosure:  
Accepted: 10/9/2015 11:39:51 AM  
ID: 04463961-03db-4c4d-9228-d660d6146ed6

Jennifer Bridges  
jennifer.bridges@cityofdenton.com  
Security Level: Email, Account Authentication  
(Optional)

## EXHIBIT 4

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Jane Richardson

jane.richardson@cityofdenton.com

Security Level: Email, Account Authentication  
(Optional)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Lindsey Baker, Intergovernmental Relationsns

lindsey.baker@cityofdenton.com

Security Level: Email, Account Authentication  
(Optional)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/9/2016 1:24:12 PM
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Electronic Record and Signature Disclosure
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## **EXHIBIT 4**

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## EXHIBIT 4

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.gunn@cityofdenton.com

### To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.gunn@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

## EXHIBIT 4

### **Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.