



**City of Denton
Contract # 6182**

Consulting Services - Legislative

EXHIBIT 4

Contract 6182

Agreement for Legislative Representation

This agreement, made this 16th 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.

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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
<u>Total Contract – Not to Exceed Value.....</u>	<u>\$332,000</u>

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.

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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.

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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.

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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.

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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.

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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.

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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.

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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: _____
DocuSigned by:
John Knight
C821998C2A2B439...

FOCUSED ADVOCACY, LLC

BY: _____
DocuSigned by:
Brandon Todd Aghamalian
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 cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

EXHIBIT 4

FOCUS-2

OP ID: DM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eckert Insurance Group, Inc. P.O. Box 2087 Austin, TX 78768-2087 David H. Miller, CPCU		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED		INSURER A : Travelers			
Focused Advocacy, LLC 816 Congress, #370 Austin, TX 78701		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PACP-4B602736	03/05/2016	03/05/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PACP-4B602736	03/05/2016	03/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5000			CUP-004B713400	03/05/2016	03/05/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		UB-4B607375	03/05/2016	03/05/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			PACP-4B602736	03/05/2016	03/05/2017	Pers Prop 175,578

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

policy is primary and non-contributory with respect to any insurance carried by the City

CERTIFICATE HOLDER

CANCELLATION

City of Denton
 City Manager
 215 E. McKinney
 Denton, TX 76201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Miller

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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**

Certificate Number:
2016-94262

Date Filed:
08/03/2016

Date Acknowledged:

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

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

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.



[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.

[Signature]

Signature of officer administering oath

Christina N. Kaeini

Printed name of officer administering oath

Legislative Associate

Title of officer administering oath

EXHIBIT 4**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.NONE**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has an employment or business relationship.NONE

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

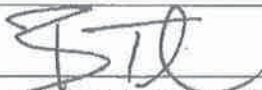
☐

Yes

☐

No

D. Describe each affiliation or business relationship.

4**I have no Conflict of Interest to disclose.****5**

Signature of person doing business with the governmental entity

8/3/16

Date

EXHIBIT 4**City of Denton Purchasing**

901-B Texas St. Denton, TX 76209

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

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 taxpayer 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:

BT

Printed Name:

BRANDON AGHAMALIAN**Mailing Address:**

Company Name:

FOCUSED ADVOCACY

Email:

accounting@focusedadvocacy.com

Contact Name:

BRANDON AGHAMALIAN

Website:

Address:

816 CONGRESS AVE
SUITE 370
AUSTIN, TX 78701

Phone Number:

512.637.6020

Fax Number:

512.637.6021**Check appropriate box for federal tax classification (required):**
☐ Individual/
Sole
Proprietor

☐ Corporation

☐ Partnership

☒ Limited
Liability
Corporation

☐ Other
Please specify:

Must designate C or S

☐ C

☐ S

☐ Exempt
Payee

Business Type:

☐ Real Estate
Rental/Lease (A1)

☐ Equipment
Rental/Lease (A-9)

☐ Royalties (A-2)

☐ Medical/Health Care (A-8)

☐ Services Only (A-7)

☐ Merchandise-
Goods Only (A-7)

☐ Merchandise &
Services (A-7)

☐ Legal Firm/Attorney (A-C)

☒ Consultant/Prof
Fees (A-7)

☐ Proceeds from
Real Estate
Purchases (S)

Type of Organization:

☐ Minority
Owned

☐ Female Owned

☐ Non Profit

☐ Historically Underutilized
Business

*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-VoluntaryABA Routing#: 111 907 940Contact Name: DEANNA HATESBank Account#: 331 5439Bank Name: HORRISON BANKACH Email: accounting@focusedACH Email: advocacy.comPhone Number: 512.637.6020Fax 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 AGAMALIANDate 8/3/16 PRESIDENT**List Products and/or Services Interested In Bidding:****For Internal Use Only**

- ☐ New Vendor
☐ Vendor Change
☐ Refund

Vendor Number

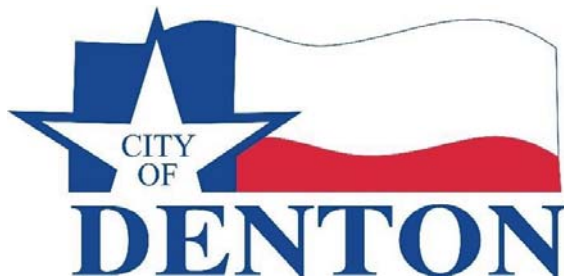
Requesting Department: _____

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
Subject: Please DocuSign: 6182 Focused Advocacy.pdf
Source Envelope:
Document Pages: 19
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
Elton Brock
elton.brock@cityofdenton.com
IP Address: 129.120.6.150

Record Tracking

Status: Original
8/4/2016 12:35:45 PM

Holder: Elton Brock
elton.brock@cityofdenton.com

Location: DocuSign

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
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
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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:	COPIED	Sent: 8/9/2016 12:49:42 PM
Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 8/9/2016 12:49:43 PM
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
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 Relations lindsey.baker@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:			
Notary Events			Timestamp
Envelope Summary Events		Status	Timestamps
Envelope Sent		Hashed/Encrypted	8/9/2016 1:24:12 PM
Electronic Record and Signature Disclosure			

EXHIBIT 4

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

EXHIBIT 4

How to contact City of Denton:

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.

To request paper copies from City of Denton

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">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** 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.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- 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.