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2014-1014

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

**I. PARTIES**

A. Address

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is made by and between the **CITY OF HOUSTON, TEXAS** a home-rule city, ("City") and **JOHNSON & JOHNSON**, managed by Robert E. Johnson, Jr. ("Contractor").

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

<u>City</u>	<u>Contractor</u>
Director, Intergovernmental Relations City of Houston P.O. Box 1562 Houston, Texas 77251	Robert E. Johnson, Managing Partner Offices of Johnson and Johnson 1122 Colorado Street, Suite 208 Austin, Texas 78701

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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**EXHIBITS**

**A. Scope of Services**

**B. Equal Employment Opportunity Ordinance**

C. Parts Incorporated

The above-described sections and exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL:

JOHNSON & JOHNSON

By: \_\_\_\_\_  
Name:  
Title:

By: Robert E. Johnson Jr.  
Name: Robert E. Johnson Jr.  
Title: Managing Partner  
Tax ID No. 72388076

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

[Signature]  
City Secretary

Armine D. Parker  
Mayor Armanda Washington

APPROVED:

COUNTERSIGNED BY:

[Signature]  
Kippy Caraway, Director,  
Intergovernmental Relations

[Signature]  
City Controller [Signature]

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

[Signature]  
Sr. Assistant City Attorney  
L.D. File No. 0421406104001

11-2-14

## II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Additional Services" are those services not specifically described in Exhibit "A" but which are related to those services for which Contractor shall be entitled to additional compensation.

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned by the City Controller on the signature page of this Agreement.

"Director" means the Director of the Department of Intergovernmental Relations or the person he/she designates.

"Letter of Authorization" means the document signed by both Parties which authorizes the performance of Additional Services pursuant to the terms and conditions of this Agreement.

"Parties" mean the entities set out in the Preamble who are bound by this Agreement.

## III. DUTIES OF CONTRACTOR

### A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material and supervision necessary to perform the specific, measurable services set forth in Exhibit "A", as directed in writing by the Director. Any Additional Services the Director desires Contractor to perform shall be negotiated between the Parties as to scope and compensation. Upon reaching agreement regarding such services, the Director shall issue a Letter of Authorization setting

forth the agreed scope and compensation. Should there be a disagreement between the Parties as whether a particular service is established in Exhibit "A" or whether it is an Additional Service, the Director, in his/her sole reasonable discretion, shall resolve the disagreement by making a determination which Contractor agrees to honor. City and Contractor shall establish and maintain an "arms length" relationship in which Contractor provides specific, measurable services as described herein in exchange for the specific monetary amounts described herein.

B. Performance

Contractor must regularly update the Director and other persons that the Director designates regarding Contractor's performance under this Agreement. Contractor shall promptly inform the Director of all significant events relating to the performance of this Agreement. Contractor shall meet (either by teleconference or if required by the Director, in person) on a quarterly basis with the Director to discuss issues handled by Contractor under this Agreement and share relevant information regarding results of Contractor's efforts. Contractor's business practices shall be subject to and in accordance with the terms and conditions of this Agreement, as interpreted by the Director, in his/her sole, reasonable discretion.

C. Reports

Contractor shall submit all reports and progress updates required by the Director.

D. Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.

E. Personnel of the Contractor

Contractor may, but is not required to, negotiate to subcontract with or for the services of the persons approved in writing by the Director to provide services related to representation of the City before the Texas Legislature and State agencies as described above and in Exhibit "A".

The Contractor may subcontract with additional persons, subject to the Director's prior written approval of each new individual and shall add additional subcontractors at the Director's request. The Contractor may terminate its subcontract with any approved subcontractor on 24 hours' written notice to the subcontractor, but only for cause, including, but not limited to, failure to complete work assignments in a timely professional manner, failure to return phone calls and failure to attend meetings. In addition, the Director may direct, in writing or otherwise, the Contractor to terminate its subcontract with any of Contractor's subcontractors on 24 hours' written notice to the subcontractor.

F. RELEASE

**CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**

**G. SUBCONTRACTOR'S INDEMNIFICATION**

**CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.**

**H. Insurance**

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate from, before beginning its performance under this Agreement. Liability policies must be issued by a company with a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States. Contractor shall maintain the following minimum insurance coverages in the following amounts:

Professional Liability --\$1,000,000 combined single limit.

Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury—Bodily and Property Damage, Combined Limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

Automobile Liability Insurance: Including Employer's Non-ownership and Hired Auto Coverage)-- \$1,000,000 combined single limit.

Aggregate Limits are per 12-month policy period.

Contractor shall give 30 days advance written notice to the Director before policies may be canceled or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, in his/her sole



discretion, may immediately suspend Contractor from any further performance under this Agreement and begin to terminate for default.

I. Warranties

Contractor's performance shall conform to the professional standards prevailing in Austin, TX. with respect to the scope, quality, due diligence and care of the services Contractor provides under this Agreement.

J. Confidentiality - Protection of City's Interest

Contractor, its agents, employees, contractors and subcontractors shall hold all City information, data and documents (collectively, "the Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors and subcontractors shall not disclose, disseminate or use the Information unless authorized in writing by the Director. Contractor shall obtain written agreements from its agents, employees, contractors and subcontractors which bind them to the terms in this Section.

K. Use of Work Products

(1) The City may use all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that Contractor prepares or obtains under this Agreement.

(2) During the Term, Contractor shall deliver the original Documents to the Director on request. Within five business days after this Agreement expires or is earlier terminated, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement. Contractor may retain copies of any such Documents for its own use.

L. Licenses and Permits

Contractor shall obtain, maintain and pay for all licenses, permits and certificates including all professional licenses required by this Agreement, or any statute, ordinance, rule or regulation, including but not limited to registration as a State lobbyist in Austin. Contractor shall immediately notify the Director of any suspension, revocation or other detrimental action against his/her license.

M. Compliance with Equal Opportunity Ordinance

Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in Exhibit "B."

N. Drug Abuse Detection and Deterrence

By executing this Agreement, the City agrees to waive the requirements of Executive Order No. 1-31. Notwithstanding, Contractor represents that it has a controlled substance policy in place which Contractor agrees to maintain and enforce throughout the Term of this Agreement.

O. Conflicts of Interest

Contractor shall eliminate any actual or perceived conflict of interest resulting from Contractor's or any subcontractors' representation of the City that may exist or could arise in the future. Contractor shall comply with the terms of this Section during the Term of this Agreement and for twelve months after expiration. Contractor shall obtain written agreements from its agents, employees, contractors and subcontractors (collectively referred to as "subcontractors" in this Section) that bind subcontractors to the terms in this Section during the period of time that the subcontractors perform services for Contractor under this Agreement. Contractor shall use due diligence to review its actions and the actions of its subcontractors to avoid any actual or perceived conflict of interest. Conflicts of interest include:

- (1) representing the interests of any third party before the City, including any City officials or employees, whether in meetings, telephone, or electronic communications;
- (2) owning an interest greater than 10% in any company or business venture that performs work on any contract, subcontract, or purchase order for the City other than the company contracting under this Agreement; or
- (3) acting as an officer or employee of any company or business ventures that performs work on any contract, subcontract, or purchase order for the City other than this Agreement.

P. Women and Minority Participation

In complying with Article III E herein, Contractor shall make good faith efforts to subcontract 24% of the work required in Exhibit "A" to minority and women owned enterprises.

**IV. DUTIES OF CITY**

A. Payment Terms

The City shall pay for services and expenses attributable to Contractor in accordance with the following fee schedule:

December 1, 2014 – December 31, 2014	\$10,729.17
January 1, 2015 – May 31, 2015	\$110,639.17 per month
June 1, 2015 – November 30, 2016	\$10,729.17 per month

The City's payment for all Contractor's services and expenses under this Agreement, including those performed by Contractor's subcontractors and agents, shall not exceed \$757,050.00.

Payment will be made to Contractor within thirty (30) days of receipt of an invoice approved by the Director.

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$574,655.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a supplemental allocation by issuing to the Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

**"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ \_\_\_\_\_

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

(5) City Council delegates to the Director the authority to approve up to \$182,395.00 in supplemental allocations for this Agreement without returning to Council.

D. Access to Data

The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for Contractor to perform under this Agreement.

The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

## V. TERM AND TERMINATION

A. Contract Term

Unless sooner terminated in accordance with the terms and conditions hereof, this Agreement shall commence on December 1, 2014 and shall expire on November 30, 2016 ("Term").

B. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 30 days' written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section IV unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

C. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the

proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

D. Termination for Cause by City

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his/her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

## VI. MISCELLANEOUS

### A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

### B. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

### C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied) or other terms of any kind, exist between the Parties regarding this Agreement.

### D. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

### E. Applicable Laws

Contractor agrees to comply with the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.



F. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

G. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

H. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

I. Inspections and Audits

City representatives have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this

Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

J. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

K. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

L. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

M. Publicity

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

N. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

O. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

P. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

Q. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

R. CONTRACTOR DEBT

IF CONTRACTOR AT ANY TIME DURING THE TERM OF THIS AGREEMENT INCURS A DEBT AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN

WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE/HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

S. Subcontracting

Contractor shall not subcontract any of its performance under this Agreement without the prior written approval of the Director. All subcontractors must be registered State lobbyists in Austin throughout the Term of this Agreement and must have been so registered a minimum of two years before December 1, 2014, unless expressly waived by the Director in writing.

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Contractor agrees to perform the following services in coordination with the Director:

#### Proactive Legislation

- Work with IGR to identify and prepare potential proactive legislation;
- Assist in developing a strategy to pass the proactive legislation including, but not limited to, meeting with other organizations to provide grassroots support;
- Meet with groups that may oppose legislation to address their concerns while maintaining a strong position for the City;
- Assist in drafting legislation;
- Assist in securing authors, co-authors, sponsors and co-sponsors of the proactive legislation;
- Proactively promote City positions on policy matters to elected officials, their staffs, and other decision makers through personal contact, written testimony, or testimony;
- Brief the Governor, Lt. Governor, Speaker, and other legislative leaders on the importance of the legislation;
- Identify witnesses and prepare strategies for committee hearings;
- If requested by IGR, assist in preparing a bill analysis on proactive legislation;
- Work with IGR in support of the City's position and coordinate all aspects of the legislative strategy;
- Pursue all necessary steps to obtain final enactment into law of the proactive legislation;  
and
- Other services as required by IGR or the City of Houston Legal Department;

#### 3.2 Adverse Legislation

- Negotiate with opposition groups during the legislative session. The successful proposer shall work to advance the City's legislation early in the session and attempt to address the opposition's concerns to avoid legislative battles;

- Prepare a strategy to defend against any adverse legislation and implement a legislative strategy involving floor leaders, witnesses, and leadership opposition to the adverse legislation;
- Brief the Governor's staff regarding the impact of negative legislation and develop and implement a strategy to obtain the appropriate action by the Governor; and
- Other services as required by IGR or the City of Houston Legal Department.

### 3.3 Filed Legislation

- In consultation with IGR, monitor filed legislation to identify bills which may be adverse to the City;
- Consult with IGR and other appropriate individuals to develop a strategy to defeat unanticipated negative legislation filed during the legislative session;
- Assist in identifying unanticipated damaging amendments that may be offered and in developing a strategy to defeat hostile floor amendments in the House or Senate;
- Help prepare all witnesses for committee testimony in the House and Senate;
- Brief legislative committee members in advance of any legislation being considered, especially the City of Houston delegation;
- Address the concerns of the members of the appropriate committees, in advance of committee hearings, regarding any legislation or amendments they propose or intend to propose;
- Organize floor action and help develop grassroots support for the delegation members on all proactive legislation; and
- When all bills pass both Houses of the Legislature, work with the Governor's staff to secure the Governor's signature or veto.

### 3.4 General Services

- Build on its working relationships with members of the Houston delegation and work with City Council members to develop a system of personal contacts and grassroots support during critical times during the legislative process.
- Coordinate with the representatives of other cities on mutually beneficial legislative issues;
- Upon request, be active in the appropriations process on behalf of the City;

- Conduct legislative negotiations, on the City's behalf, based on IGR's instructions;
- Represent the City at fundraisers, receptions, and other related functions in Austin and Houston;
- Assist the City in handling regulatory matters that may arise in state agencies;
- Represent the City and its interests in the formulation of interim studies on municipal issues of interest;
- Perform other state governmental relations activities as requested by the City;
- Maintain a written bill-tracking system to monitor all proactive and negative legislation daily during the legislative session; and
- Assist the City in any matters of interest that arise during Special Sessions.

## EXHIBIT "B"

### EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.