## PROFESSIONAL SERVICES AGREEMENT FOR STATE REPRESENTATION SERVICES

STATE OF TEXAS §

COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its City Manager and Russell T. Kelley dba Blackridge ("Consultant"), both of which may be referred to collectively as the "Parties".

The Parties severally and collectively agree, and by the execution of this Agreement are bound, to the mutual obligations in this Agreement and to the performance and accomplishment of the tasks described below.

#### I. DEFINITIONS

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

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

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

"Director" shall mean the director of City's Government and Public Affairs Department.

#### II. TERM

Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement is for one year, and shall commence on September 1, 2020. The City has the right to renew the contract for two additional one-year terms upon City Council approval. The City may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory; it being understood that funds for each calendar year covered by any resulting contract will be requested and, if approved, will be provided as part of City's budget for each fiscal year.

#### III. SCOPE OF SERVICES

3.1 Consultant is responsible for the services and tasks set forth in this Agreement. Consultant shall represent and advocate for the City leading up to and during legislative sessions and may be tasked with providing state legislative services during the interim, as determined by the Director. City reserves the right to engage additional consultants to provide services during the term of this Agreement.

- 3.2 Specifically, Consultant shall provide services including, but not limited to, the following:
  - a) Represent City during the 87<sup>th</sup> State Legislative Session and all specially called legislative sessions of the 87<sup>th</sup> Legislature called within three months of the end of the Regular Legislative Session and advocate on the City's behalf;
  - b) Assist in the formulation, adoption by City Council, and implementation of the City's State Legislative Program for the 87<sup>th</sup> Legislative Session (the "City's State Program");
  - c) Develop strategies to gain support for the advancement of the City's State Program and legislative initiatives;
  - d) Identify opportunities to communicate with the Bexar County Delegation, State leadership and other key members of the Legislature, especially members of relevant committees to advance the City's State Program;
  - e) Assist the City's Government & Public Affairs Team in identifying and tracking legislation and amendments detrimental to the San Antonio community and develop a strategy to defeat that legislation;
  - f) As requested by the Director, draft bills or amendments to bills on issues deemed important to the City and solicit sponsorship of such measures;
  - g) Assist in coordinating issues with the Texas Municipal League, other groups and cities, when specifically directed by City;
  - h) Attend meetings (primarily via videoconference during pandemic) with the City Council Intergovernmental Relations Committee, as requested by the Director and the City Manager, or his/her designee. At these meetings, the selected Respondent will provide a comprehensive oral report of legislative status;
  - i) Provide frequent updates to the Director and staff on activities conducted on behalf of the City and the City's State Program. Updates may be provided verbally as often as necessary; and
  - j) Perform such other services as directed by the Director and City Manager, or his/her designee, and when requested, provide information to City Council and/or City staff, in a timely manner, to allow City Council and/or City staff to make informed decisions relative to legislative and regulatory matters that may arise and may not be included in the City's State Program.
- 3.3 All work performed by Consultant under this Agreement shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Director. City shall have the right to terminate this

Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated in this Agreement, even should City elect not to terminate.

3.4 Performance measures. A matrix indicating performance measures which will be utilized in evaluating the performance of Consultant is attached to and incorporated as Exhibit I. Some measures require the mutual agreement by Consultant and City during the term of this Agreement. Such measures, once agreed to by the Parties, will be incorporated into this Agreement as an addendum without the necessity of any further action.

## IV. COMPENSATION TO CONSULTANT

- 4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant a monthly amount not to exceed \$7,500.00, for a total annual compensation of \$90,000.00, to be paid to Consultant as follows:
  - 4.1.1 Consultant shall invoice City monthly for the fee identified in Section 4.1 and shall include a statement of all work performed under this Agreement during the period covered by the invoice.
  - 4.1.2 City shall pay Consultant within 15 days of the receipt of an invoice under Subsection 4.1.1, subject to the provisions of Section 3.3.
- 4.2 This fee includes Special Legislative Sessions and Interim Session activity held within the term of this Agreement.
- 4.3 All reasonable and ordinary expenses incurred in performance of this Agreement shall be borne by Consultant. City will reimburse Consultant only for those extraordinary expenses, which are first approved by City.
- 4.4 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The Parties agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in Section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in Section 4.1 above, without prior approval and agreement of all Parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance.
- 4.5 City is not obligated or liable under this Agreement to any party other than Consultant for the payment of any monies or the provision of any goods or services.

#### V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in any form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no

such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

#### VI. RECORDS RETENTION

- 6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered pursuant to this Agreement, and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period and the record retention period established in this Agreement, for purposes of audit, inspection, examination, and making excerpts or copies by City and any of its authorized representatives.
- 6.2 Consultant shall retain all documents produced as a result of services provided under this Agreement for a period of four years from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided under this Agreement, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to all such documents at all times, as deemed necessary by City, during the retention period. City may, at its election, require Consultant to return all documents to City prior to or at the conclusion of the retention.
- 6.3 Consultant shall notify City immediately in the event Consultant receives any requests for information from a third party which pertain to the documentation and records referenced in this Agreement. Consultant understands and agrees that City will process and handle all such requests.

#### VII. TERMINATION

- 7.1 For purposes of this Agreement, "termination" of this Agreement means termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions of this Agreement.
- 7.2 <u>Termination Without Cause.</u> This Agreement may be terminated by either Party upon 10 calendar days' written notice, provided in accordance with Article VIII. Notice. If the City terminates this Agreement without cause, City is only be liable for payment for services rendered up to the date of termination.
- 7.3 <u>Termination For Cause</u>. Upon written notice, provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

- 7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.
- 7.3.2 Actions taken by Consultant during the term of this Agreement that, in the sole determination of City, hinder Consultant's ability to fulfill the scope of services set forth in Article III of this Agreement.
- 7.4 <u>Termination By Law.</u> If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties in this Agreement, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 7.5 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.
- 7.6 Within 45 calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within the 45 calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.
- 7.7 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.
- 7.8 <u>Termination not sole remedy.</u> In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default under this Agreement or other action.

#### VIII. NOTICE

8.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt

acknowledged), or three days after depositing the written document in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the notice by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

<u>If intended for City, to</u>: City of San Antonio

Attn: Jeff Coyle

Government & Public Affairs Department

P.O. Box 839966

San Antonio, Texas 78283-3966

If intended for Consultant, to: Russell T. Kelley dba Blackridge

Attn: Russell T. Kelley 919 Congress Ave #800 Austin, TX 78701

#### IX. INSURANCE

- 9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Intergovernmental Relations Department, which shall be clearly labeled "State Representation Services" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Intergovernmental Relations Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- 9.2 City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- 9.3 A consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension, at Consultant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State

of Texas and with an A.M Best's rating of no less than A- (VII), in General Liability and/or Professional Liability for an amount not less than the amount listed below:

TYPE	<u>AMOUNTS</u>	
1. Broad Form Commercial General	For Bodily Injury and Property Damage of	
Liability Insurance to include coverage for	\$1,000,000 per occurrence;	
the following:	\$2,000,000 General Aggregate, or its	
a. Premises operations	equivalent in Umbrella or Excess Liability	
b. Independent Contractors	Coverage	
c. Products/completed operations		
d. Personal Injury		
e. Contractual Liability		
2. Professional Liability (Claims-made	\$1,000,000 per claim damages by reason of	
Coverage)	any act, malpractice, error, or omission in the	
	professional service.	
	Coverage to be maintained and in effect for no	
	less than two years after the completion of the	
	professional service.	

Consultant agrees to require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same categories of insurance coverage required of Consultant and provide a certificate of insurance and endorsement that names the Consultant and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Consultant, which shall provide the City with the certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Consultant is required to comply with any such requests and shall submit requested documents to City at the address contained in Article VIII within 10 days. Consultant shall pay any costs incurred resulting from provision of these documents.

- 9.4 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
  - Name the City, its officers, officials, employees, volunteers, and elected representatives as <u>additional insured by endorsement</u>, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability polices;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, auto liability and general liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than 10 calendar days advance notice for nonpayment of premium.
- 9.5 Within five calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 9.6 In addition to any other remedies City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Consultant to stop work under this Agreement, and/or withhold any payment(s) which become due to Consultant until Consultant demonstrates compliance with the requirements of this Agreement.
- 9.7 Nothing in this Agreement shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.
- 9.8 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.
- 9.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no action by or on behalf of City shall be limited to the insurance coverage provided.
- 9.10 Consultant and any subcontractors are responsible for all damage to their own equipment and/or property.

## X. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed under this Agreement and all persons performing the work, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of Consultant superior

shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing in this Agreement shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

# XI. CONFLICT OF INTEREST

- 11.1 Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns 10 percent or more of the voting stock or shares of the business entity, or 10 percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 11.2 Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of City. Consultant further warrants and certifies that is has tendered to the City a Contracts Disclosure Report in compliance with the City's Ethics Code.

#### XII. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms of this Agreement shall be effected by amendment, in writing, executed by both City and Consultant, and subject to approval by the City Council, as evidenced by passage of an ordinance, when required.

#### XIII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained in this Agreement; it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

#### XIV. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide the services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided in this Agreement.

## XV. COMPLIANCE

- 15.1 Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.
- 15.2 Non-Discrimination. As a party to this Agreement, Consultant understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established in this Agreement.

#### XVI. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach or any other term, condition, covenant or guarantee in this Agreement. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option in this Agreement, shall in no event be construed as a waiver or relinquishment for the future of the covenant or option. In fact, no waiver, change, modification or discharge by either party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, the changes must be approved by the Director, as described in Article XII. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved by this Agreement.

#### XVII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- 17.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
  - 1. does not boycott Israel; and
  - 2. will not boycott Israel during the term of the contract.
- 17.2 This section only applies to a contract that:
  - 1. is between a governmental entity and a company with 10 or more full-time employees; and
  - 2. has a value of \$100,000 or more that is to be paid wholly or partly from public funds

of the governmental entity.

- 17.3 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 17.4 "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.
- 17.5 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

# XVIII. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Respondent certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City relies on Respondent's certification. If found to be false, or if Respondent is identified on said list during its contract with City, City may terminate the Contract for material breach.

#### XIX. LAW APPLICABLE

- 19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED UNDER THIS AGREEMENT ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.
- 19.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

#### XX. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all terms, conditions, provisions and obligations contained in this Agreement.

#### XXI. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for in this Agreement.

#### XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

## XXIII. INCORPORATION OF EXHIBITS

The exhibits listed below are an essential part of the Agreement, which governs the rights and duties of the Parties, and are incorporated for all purposes.

#### XXIV. ENTIRE AGREEMENT

This Agreement and exhibit constitute the final and entire agreement between the Parties and contains all the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement exist or bind the Parties, unless in writing, dated after the date below, and duly executed by the Parties in accordance with Article XVI. Amendments or as otherwise provided for under this Agreement.

<b>EXECUTED</b> and <b>AGREED</b> to this the	day of	, 2020.
CITY: CITY OF SAN ANTONIO	CONSULTANT: RUSSELL T. KELLEY DBA BLACKRIDGE	
Carlos Contreras, Assistant City Manager	Russell T. Kelley	
Approved as to Form:		
Andrew Segovia, City Attorney		

**Exhibit I: Performance Measures** 

#### **2020-2021 State Contract Performance Measures Contract Element Activity** Reviewer Frequency **Results Achieved** Measure Assist in the development of COSA's State Legislative **GPA** One-time Passage by Council Program for the 87<sup>th</sup> **Legislative Session** Identify opportunities for communication with key **GPA Director GPA** On-going members of the Legislature Review/Evaluation on issues deemed important to City Identify, analyze, monitor, and as directed, respond to **GPA Director** municipally related GPA Per Session Review/Evaluation legislation detrimental to COSA Advocate against legislation **GPA Director** that negatively impacts the GPA Per Session Review/Evaluation San Antonio community Help secure passage of COSA Passage of specific Per Session GPA Initiatives legislation Outcomes Reviewer Frequency Measure **Results Achieved** Achieve success rate of 75% of City priorities and **GPA Director** GPA Per Session initiatives\* during the Texas Review/Evaluation **Legislative Session** Help defeat 85% of harmful legislation actively opposed **GPA Director** GPA Per Session by the City during Texas Review/Evaluation **Legislative Session**

<sup>\*</sup>as defined by the City Council adopted State Legislative Program