

## CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and Dan Shelley Attorney at Law, a Sole Proprietor (the "Contractor"), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

### ARTICLE I

1.01 This Contract is for Legislative and Lobbying Consulting Services (the "Project"). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Contractor agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Contractor a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Contractor has not yet been paid.

1.03 The total amount of payments, excluding expense reimbursements, by the City to Contractor for all services to be performed under this contract may not, under any circumstances, exceed **Forty Eight Thousand and no/100 (\$48,000)**. The Consultant will separately invoice the City for expenses related to representing the City including, but not limited to travel, lodging and business meals incurred on behalf of the City. Such itemized expenses, with corresponding paid receipts, shall be paid separately and shall be reviewed and approved in advance by an authorized City representative.

1.04 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Contractor and the City's Project Manager. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 1.03 of this Contract to more than **Fifty Thousand Dollars (\$50,000.00)**. Changes in the scope which would require an expenditure by the City of more than **Fifty Thousand Dollars (\$50,000.00)** shall be approved in advance by the City Council. **Any request by the Contractor for an increase in the Scope of Services and an**

**increase in the amount listed in paragraph 1.03 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**

1.05 Except as provided in Article VI hereinbelow, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

1.06 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

1.07 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

1.08 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

1.09 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

## ARTICLE II

2.01 The City shall direct Contractor to commence work on the Project by sending Contractor a "letter of authorization" to begin work on the Project.

2.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Contractor shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

## ARTICLE III

3.01 As an experienced and qualified professional, Contractor warrants that the information provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work product.

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

#### ARTICLE IV

**4.01 Indemnification.** Contractor agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of, or in connection with the work done by Contractor under this Contract. In the event of personal injury to or death of Contractor' employees, such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City. Such indemnity shall not apply, however, to liability arising from the personal injury, death, or property damage of persons other than the Contractor or its employees where such liability is caused by or results from the negligence of the City.

**4.02** Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either of the parties hereto or other third parties) and any loss of or damage to property (whether property of either of the parties, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and regardless of whether such loss, damage, injury, or death was caused in whole or in part by the negligence of the City.

#### ARTICLE V Insurance

5.00 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "C"**.

## ARTICLE VI

6.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

6.02 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City or because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

## ARTICLE VII

7.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

7.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City:  
City of College Station  
Attn: Don Fazzino,  
Manager of Special Projects & Legislative Affairs  
P.O. Box 9960  
College Station, Texas 77842

Contractor:  
Dan Shelley, Attorney at Law  
Attn: Dan Shelley  
305 W. 13<sup>th</sup> Street (78701)  
P.O. Box 1316  
Austin, TX 78767-1316

7.03. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

7.04 The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

7.05 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.06 This Contract and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City.

7.07 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7.08 This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

7.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

**DAN SHELLEY, ATTORNEY AT LAW**

**CITY OF COLLEGE STATION**

By:   
Printed Name: DAN SHELLEY  
Title: ATTORNEY AT LAW  
Date: 1-30-2006

By: \_\_\_\_\_  
Ron Silvia, Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary  
APPROVED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Glenn Brown, Interim City Manager

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Kersten, Finance and Strategic  
Planning Director

\_\_\_\_\_  
Date

**Exhibit "A"**  
**Scope of Services**

**Dan Shelley**  
Attorney at Law

---

305 W. 13<sup>th</sup> Street (78701)  
P.O. Box 1316  
Austin, TX 78767-1316

January 6, 2006

Cheryl Turney, C.P.M.  
Purchasing Manager  
Purchasing Department  
City of College Station  
1101 Texas Avenue  
P.O. Box 9960  
College Station, Texas 77842

Dear Ms. Turney,

I am pleased to offer the following information concerning my interest and qualifications to lead a team in representing the City of College Station (City) as its legislative and lobbying consultant.

As the following materials reflect, the Team has extensive governmental relations experience and a proven track record of working effectively on behalf of clients, including municipalities. We will provide the City a high degree of professional service. We are qualified to work with the City on key issues such as appropriations, economic development, transportation and infrastructure, environmental, local government powers as well as other important issues. We are prepared to assist the City with its endeavors at before the State Legislature.

Thank you for the opportunity to apply for this important proposal. I look forward to presenting our Team to the City in an interview to further discuss our qualifications and accomplishments and how they can be used to benefit the City.

Sincerely,

Dan Shelley

**REQUEST FOR PROPOSAL**

**LEGISLATIVE and LOBBYING  
CONSULTING SERVICES**



**CITY OF COLLEGE STATION**

**RFP #06-48**

**Offices of Dan Shelley  
305 W. 13<sup>th</sup> Street  
Austin, Texas 78701**

**January 6, 2006**

**ELECTRONIC PROPOSAL**

# **Table of Contents**

**Tab A:** Qualifications and Experience

**Tab B:** Rates and Expenses

**Tab C:** Methodology

**Tab D:** References

**Tab E:** Certification

**Addenda**

# **Tab A**

## **Qualifications and Experience**

## 1. GENERAL TEAM INFORMATION

**Offices of Dan Shelley  
305 W. 13<sup>th</sup> Street  
Austin, Texas 78701  
512.478.9937  
512.478.2011 (Facsimile)**

The Offices of Dan Shelley provide legislative consulting services to a diverse group of clients seeking representation before the Texas Legislature and state agencies. Our offices are located one block west of the State Capitol on 13<sup>th</sup> Street providing quick access to the State Capitol and agencies within the Capitol complex. Clients are encouraged to utilize our convenient location for their needs while in Austin, including specific technological requirements. In addition, elected officials from both major political parties including the Office of the Governor, Secretary of State, members of the Texas Legislature and Congress, statewide elected officials, officials from various state agencies and associations utilize the Offices of Dan Shelley for meetings, receptions and fundraisers. The following Mapquest map signifies the general location of our offices.



## **2. LEGISLATIVE AND LOBBY TEAM MEMBERS**

Dan Shelley will serve as the lead point of contact for this proposal as well as the lead for state relations in representing the City upon successful bid. Jennifer Shelley Rodriguez and Marc A. Rodriguez will also provide services on this contract with regard to legislative and lobbying services within the State of Texas.

Dan Shelley established a legislative and business consulting business in 1996 following ten years of public service in the Texas House of Representatives, Texas Senate and Office of the Governor as legislative director for then-Governor George W. Bush. Dan briefly returned to public service in 2004 and 2005 as Governor Rick Perry's legislative director. Dan's former colleagues in the Texas Legislature include Governor Rick Perry, Agriculture Commissioner Susan Combs, Land Commissioner Jerry Patterson, House Speaker Tom Craddick, State Senator Steve Ogden, Congressman Chet Edwards, Texas Department of Transportation Chairman Ric Williamson and many other current officeholders and officials within state and federal government.

Jennifer Shelley Rodriguez assists her father, Dan Shelley, with all aspects of his business. Jennifer joined Dan upon graduation from Baylor School of Law in 1998. Prior to the completion of law school, Jennifer honed skills in the legislative process by staffing a member of the Texas House of Representatives and working in the legal and governmental affairs divisions of a major state agency. Jennifer has established and maintained relationships with many elected officials and staff over the past eleven years. Her strengths also include legislative research, drafting and analysis.

Marc A. Rodriguez launched his own successful governmental affairs practice in 2000 following many years of consulting in the public and private sectors. During this time, Marc developed long-term relationships with many key state officials including State Senator Frank Madla, chairman of the Intergovernmental Relations Committee, which oversees most municipal issues. He has extensive knowledge of and experience in municipal government as a former employee of the City of San Antonio. Marc is certified by the South Central Texas Regional Certification Agency as a MBE. He is married to Jennifer Shelley Rodriguez.

Erin Courreges and Deidra Garcia will provide supplementary support on the state relations aspects of this contract. Erin is employed by Marc A. Rodriguez and Deidra is employed by Dan Shelley. Their perspectives and experiences derive from employment in the offices of the Speaker of the Texas House of Representatives, Chief Clerk of the Texas House of Representatives and several members of the Texas House of Representatives.

Resumes for each of the aforementioned individuals are included in the addendum.

### **3/4. EXPERIENCE OF THE TEAM**

The Offices of Dan Shelley represent clients including the City of Grapevine, Harris County, Texas and the County and District Clerks Association. These entities consist of elected and appointed officials held accountable to their respective constituencies. In addition, Marc A. Rodriguez is a member of the team of lobbyists representing the City of San Antonio before the Texas Legislature. Marc previously worked for the City of San Antonio in multiple capacities including director of its federal and state legislative programs. More detailed Team experiences are described in subsequent sections of the proposal.

### **5. TEAM SUCCESS**

Dan Shelley, Marc A. Rodriguez and Jennifer Shelley Rodriguez have represented the City of Grapevine since 2000. Initially they were hired to thwart attempts by the Cities of Dallas and Fort Worth to force a legislative mandated taking of tax receipts received in the City of Grapevine on Dallas Fort Worth International Airport (DFW) property. The Team was able to help broker a legislatively imposed settlement agreement favorable to the City of Grapevine and accepted by the Cities of Dallas and Fort Worth. The successful protection of Grapevine's revenues enabled the City to continue its projects and programs without interference from the interests of neighboring cities and entities. The Team's representation of Grapevine continues today on all municipal related issues at the state level.

Dan Shelley previously represented the City of Humble in its efforts to leave the Metropolitan Transit Authority of Harris County (Metro). Humble had been a member of Metro for many years and collected a one cent sales tax. Humble leaders determined they did no longer wished to retain membership in a authority they did not utilize. However, the applicable state statute did not allow for a provision for the City to petition or vote to get out of the Metro's service area. Dan helped broker a compromise that allowed Humble to retain its half of the one cent sales tax for its own transportation needs and remit the other half of the one cent to the Metro.

Dan Shelley has been included on a team of lobbyists for Harris County for multiple legislative sessions. The many diverse issues he has worked on behalf of the County include funding for the local hospital authority, eminent domain powers, fireworks regulation and homeland security.

### **6. AREAS OF EXPERTISE**

With our Team representing the City, your presence and agenda in Austin is enhanced through our team of professionals. To ensure the highest level of expertise, we offer our clients access to our entire staff. We have a solid reputation for implementing winning strategies because we know how to analyze a problem and design the most effective

solution. We see the big picture while thoroughly understanding the intricacies of the legislative process, working with leaders of both major political parties.

Effective state representation is about relationships and cultivating trust. On a daily basis, we work with the Office of the Governor, the executive agencies, Republican and Democratic members of the House and Senate and their staffs to inform them about and lobby for the issues that are of importance to our clients. The Team has a proven record in pursuing and obtaining appropriations funding and policy initiatives. Utilizing our networks in Austin, we are able to provide our clients with timely and accurate information, thus ensuring that our clients have the advantage of that information and also have our expertise in interpreting what such information brings.

We know who the key players are – but more importantly, they know us. The mission of the Team is simple: provide you with the best advice possible by utilizing our contacts and expertise to develop an individually tailored strategy that meets your needs and achieves your objectives. We will do that by identifying the goal and solution, articulating the most compelling message, selecting the most effective messengers, and delivering the message to the right audience at the right time.

## **7. UNIQUE CHARACTERISTICS**

Together, Dan Shelley, Jennifer Shelley Rodriguez and Marc A. Rodriguez have a combined forty-eight (48) years of experience in government service and consulting in the State of Texas. They have a professional history of representing businesses, associations and public entities with elected and appointed boards. They have coordinated efforts with volunteers, private consultants, representatives of government agencies, elected officials and staff as a part of achieving goals and objectives for clients. Furthermore, they have been public servants and active members of their community in various capacities.

Dan spent four sessions as a member of the Texas Legislature and two regular and two special sessions in the Office of the Governor serving as legislative director for two governors. He currently serves on the Board of Directors for Easter Seals of Central Texas.

Marc is the immediate past chairman of the Greater Austin Hispanic Chamber of Commerce and currently sits on its board of directors. He also serves on the Austin Convention & Visitors Bureau Board of Directors.

Jennifer is a proud product of the College Station community. She spent her childhood and adolescence enjoying the benefits of this remarkable setting. She attended College Station public schools beginning with South Knoll Elementary School and graduating from A&M Consolidated High School in 1991. College Station is a significant part of her history and she welcomes the opportunity to return to this community by representing its interests in government.

# **Tab B**

## **Rates and Expenses**

## **DETAILED FEE SCHEDULE**

For the state legislative and lobbying consulting services to be provided under this proposal, the team requests a lump sum fee not to exceed \$48,000 for a period of twelve consecutive months. This proposed fee is payable on a monthly basis in the amount of \$4,000 each month. The team will separately invoice the City for expenses related to representing the City including, but not limited to travel, lodging and business meals incurred on behalf of the City. Such itemized expenses, with corresponding paid receipts, shall be paid separately and shall be reviewed and approved in advance by an authorized City representative.

# **Tab C**

## **Methodology**

## **1. PLAN OF ACTION**

Upon implementation of the contract, the Team will immediately work with the City and its Government Relations Division to determine a state program for City priorities and objectives. This program will include current strategies and objectives as well as a feasible vision for future years to come. We will also work with the City to quickly produce a comprehensive assessment of our combined political reach and leverage. This assessment will assist us in developing strategies with the legislature, leadership and state agencies. Simultaneously, we will commence drafting a strategy and agenda for the City's policy priorities, as directed by the City, focused on obtaining results.

The Team will maintain frequent and regular communications with the City. In addition, the Team will coordinate common efforts with the government relations divisions of Texas Municipal League, The City of Bryan, Texas Association of Counties and Brazos County. We envision this as an ongoing process. We will make several onsite visits to confer with City officials and staff about state programs and other state issues. The Team will gladly welcome visits by City officials and make our offices available to them. We will aid the City's government relations staff by assisting with travel arrangements in Austin for City officials and staff, facilitating meetings between the City officials with members of the Texas Legislature and leadership and key individuals in targeted agencies. We will also provide briefing materials and give briefings to City officials on how to best communicate the most effective message aimed at accomplishing its state program's goals and objectives. The Team will contact the City regularly to review and comment on proposals the City will prepare for state agencies and identify the most effective path of action to create the most favorable consideration of those proposals.

The Team will also brief the City on emerging state issues and priorities and how the City can best identify ways to fit their priorities into state priorities. We will include this information in monthly reports to City staff as well as update progress and direction of state programs of interest to the City. The Team will also provide annual performance reports summarizing the accomplishments and activities relating to the City's state programs and other areas of interest. Furthermore, The Team will provide weekly reports in accordance with the proposed contract agreement to City officials and staff to keep all parties up to date with major legislation before the legislature, major state actions and priorities, and the progress of the state program.

Upon implementation of the contract, the Team will immediately commence work with the Members of the Appropriations Committees of the Texas House and Senate to insure adequate funding for the City's priorities, including transportation, infrastructure, economic development, environmental services and education. In addition, the Team will seek and identify areas in the state budget and existing available grant and program funds as well as non-traditional sources of funding to address the City's priorities.

On behalf of the City, the Team will work with the Texas Legislature, state leadership and agencies to fulfill the legislative and regulatory objectives of the City. To ensure the highest level of expertise, the Team will offer the City access to our entire staff. The

Team will utilize a bipartisan approach for the City to maximize legislative impact in state government.

## **2. DETAILED PROJECT PLAN**

The Team will work with the City to develop a state program to satisfy the City's objectives. We will attempt to incorporate all the political assets available to the City, and utilize those assets in your behalf to focus on obtaining results through implementation. The strategy we develop will include detailed tactics and time-lines and include the following major elements:

- A. Assist the City in cultivating support of the City's priorities with its elected officials in the Texas Legislature. We will assure that the City's senator and representative and their staffs understand the City's priorities and how those priorities can help them.
- B. Work with members of the House and Senate Appropriations and Transportation Committees and subcommittees for the purpose of achieving the City's appropriations objectives. Our approach will be bipartisan utilizing our relationships.
- C. We will work with other relevant committees in the legislature and key individuals in state agencies to pursue the City's goals. We will schedule and promote meetings with these Members and key individuals within county government, as well as engage in the necessary follow-up and continued communication with those targeted Members and individuals that will be essential to meeting the City's goals.
- D. The Team will work with the Appropriations and Finance committees, Intergovernmental Affairs and Urban Affairs committees of the Texas Legislature and other committees deemed necessary. The Team has numerous relationships throughout Texas government. These contacts are crucial not only for gaining support of the City's objectives, but also for obtaining important intelligence affecting these objectives.
- E. The Team will work with the leadership in Austin to pursue state policy items that are beneficial to the City, such as transportation, economic development, advanced technology, and education programs. Utilize the political and governmental resources of the City in the lobbying effort. These resources might include federal, state, and local elected officials, agency heads, and others.

# **Tab D**

## **References**

## **REFERENCES**

### **State Relations**

#### **City of Grapevine, Texas**

Contact: Bruno Rumbelow  
City Manager  
200 South Main Street  
Grapevine, TX 76051  
Phone: 817-410-3104

#### **Harris County, Texas**

Contact: Robert Eckels  
County Judge  
1001 Preston, Suite 911  
Houston, TX 77002  
713-755-4000

#### **Texas Lottery Commission**

Contact: Nelda A. Treviño  
Director of Governmental Affairs  
P.O. Box 16630  
Austin, TX 78761-6630  
Phone: 512-344-5190

# **Tab E**

## **Certification**

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other firm, and that the contents of this RFP have not been communicated to any other firm prior to the official opening of this RFP. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: Dan Shelley

Title: Consultant

Typed Name: Dan Shelley

Company Name: Offices of Dan Shelley

Phone No.: 512-478-9937

Fax No.: 512-478-2011

Email: DanShelley2000@aol.com

Bid Address: P.O. Box 1316, Austin, TX 78767-1316

Order Address: P.O. Box 1316, Austin, TX 78767-1316

Remit Address: P.O. Box 1316, Austin, TX 78767-1316

Federal Tax ID No.: 585-26-9919

Date: January 6, 2006

# **Addenda**

# DAN SHELLEY

Dan Shelley is an attorney with a strong academic background and extensive work experience in state governmental issues. He received his BBA in marketing in 1971 from Texas Tech University in Lubbock where he was also a member of the Red Raider basketball team. Upon graduation Dan entered the United States Air Force achieving the rank of Captain while serving as a B-52 navigator. While serving in the Air Force he obtained his MA in education from Louisiana Tech University. Following an honorable discharge from the Air Force, Dan entered law school at South Texas College of Law in Houston and received his JD in the spring of 1980.

In 1987, Dan joined the ranks of the Texas House of Representatives as a member of the Harris County delegation from District 127. He served in the House from 1987 to 1993 where he was a colleague of House Speaker Tom Craddick and Governor Rick Perry. During his tenure in the House Dan served as a member of the Science & Technology Committee, Natural Resources Committee, Energy Committee and Transportation Committee. In 1993, he was elected to the Texas Senate from District 6 in Harris County. As a member of the Senate, Dan was appointed by the late Lieutenant Governor Bob Bullock to serve on the State Affairs Committee, Natural Resources Committee and Health and Human Services Committee. In 1995, Governor George W. Bush asked Dan to serve his inaugural legislative session as the Governor's Legislative Director.

In 1996, Dan returned to the private sector as a legislative and business consultant. In September of 2004, Dan returned to the Capitol to serve as Legislative Director for Governor Rick Perry. Dan occupied this position during the 79<sup>th</sup> Regular Legislative Session and the two special sessions that followed before returning to the private sector to continue his consulting business. Dan and his wife, Bernadette, have five children: Brian, Jennifer, Catherine, Elizabeth and Daniel and five grandchildren.

## Experience

<b><i>Legislative and Business Consultant</i></b> October 2005 - Present	Austin, Texas
<b><i>Legislative Director, Governor Rick Perry</i></b> September 2004- September 2005	Austin, Texas
<b><i>Legislative and Business Consultant</i></b> 1996 – Present	Austin, Texas
<b><i>Legislative Director, Governor George W. Bush</i></b> 1995 – 1996	Austin, Texas
<b><i>Law Practice, McManus &amp; Shelley, Attorneys at Law</i></b> 1980 - 1994	Harris Co., Texas
<b><i>Texas Air National Guard, Captain</i></b> 1977 – 1980 F-101 Systems Operator	
<b><i>United States Air Force, Captain</i></b> 1972 – 1977 B-52 Navigator/Radar Navigator	

**Government Service**

***Texas State Senator, District 6***

1993 – 1995

Harris County, Texas

***Texas State Representative, District 127***

1987 – 1993

Harris County, Texas

**Education**

Texas Tech University

Bachelor of Business Administration, Marketing, 1971

Louisiana Tech University

Master of Arts, Education, 1977

South Texas College of Law

Doctor of Jurisprudence, 1980

Current and former clients served by the Offices of Dan Shelley in the last thirty-six (36) months include Affiliated Computer Services (ACS); American Resort Development Association; Apple Computer; Brazos Higher Education Service Corporation; Cadbury Schweppes Americas Beverages; County and District Clerks Association of Texas; City of Grapevine, Texas; City of Humble, Texas; Seabrook, Texas; City of Seabrook, Texas; Crow Holdings; Eli Lilly & Company; Harris County, Texas; Liquid Environmental Solutions; Jamail Construction; Lockheed Martin Aeronautics Company; Responsible Plumbers Association and Telecare Corporation.

# JENNIFER SHELLEY RODRIGUEZ

## Professional Profile

Upon graduation from Baylor School of Law in Jennifer Shelley Rodriguez entered a business and legislative consulting practice. Prior to attending law school, Jennifer received her undergraduate degree from the University of Texas at Austin.

In addition to consulting independently, Jennifer has experience working on a legislative staff and working for the governmental affairs division of a state agency. She has training in the researching, drafting and publishing of legislation, administrative rules and fiscal notes.

Jennifer's advocacy on behalf of clients includes legislative and rule drafting, issue development, monitoring of legislative and agency meetings, research and writing and other services for individual clients.

## Experience

<i>Legislative Consultant</i> 1998 – Present	Austin, Texas
<i>Texas Lottery Commission, Government Affairs Assistant</i> 75 <sup>th</sup> Legislative Session	Austin, Texas
<i>Texas Lottery Commission, Legal Intern</i> July 1995 – January 1996	Austin, Texas
<i>State Representative Tony Goolsby, Administrative Aide</i> 74 <sup>th</sup> Legislative Session	Austin, Texas

## Education

Baylor University School of Law  
Doctor of Jurisprudence, General Civil Litigation, 1998

University of Texas at Austin  
Bachelor of Arts, Sociology, 1994

## Qualifications

- \*Comprehensive knowledge of the Texas legislative process and ethics laws.
- \*Existing relationships with many state officials, legislators and staffs.
- \*Ability to research and draft legislation.
- \*Experience as a legislative staff person, state agency employee and lobbyist.
- \*Strong written and oral communication skills.
- \*Legal training and active membership in the State Bar of Texas.

# MARC A. RODRIGUEZ

Marc A. Rodriguez has worked on state legislative issues for the last seven consecutive state legislative sessions and has a professional history of representing entities with elected and appointed boards. Mr. Rodriguez has coordinated efforts with volunteers, private consultants, representatives of governmental agencies, elected officials and staff. As a professional advocate, Mr. Rodriguez has specific expertise to address public policy issues including utility regulation, infrastructure, healthcare and natural resources. Clients also benefit from his role as a political advisor and strategist. He is presently the owner of a government relations consulting firm.

## EXPERIENCE

***Government Relations Consultant*** - Lloyd, Gosselink, Blevins, Rochelle, Baldwin & Townsend, P.C., Firm expert on legislative process and advocacy including political contributions, served as a lobbyist for various clients of the Firm (1994-June, 2000)

***Intergovernmental Relations Manager*** - City of San Antonio, directed development and implementation of federal and state legislative programs, served as City's negotiator on interlocal service agreements (1991-1994).

***Vice President for Governmental Affairs*** - Greater San Antonio Chamber of Commerce, responsible for government relations program (1988-1991).

***Planner*** - Planning Department, City of San Antonio (1986-1988).

***Program Manager*** - Edwards Aquifer Quality Program, Mayor's Committee on Water, Mayor Henry C. Cisneros, Chair. (1988)

## EDUCATION

University of Pennsylvania (B.A., Urban Affairs and Sociology, 1983)

University of Texas - LBJ School of Public Affairs (M.P.A., 1985)

## REPRESENTATIVE CLIENTS AND CIVIC INVOLVEMENT

Apple Computer, City Public Service of San Antonio (CPS), FileNet, Kelly USA, Liquid Environmental Solutions of Texas (LES), LRP Group Ltd., Oracle, Responsible Plumbers of Texas, San Antonio Hispanic Chamber of Commerce (SAHCC), SAS Institute, San Antonio Water System (SAWS), Texas Water Quality Association (TWQA), US Labs, Water Exploration Company, Wholesale Beer Distributors of Texas.

Board Member and Chair – State Issues Committee of the Greater Austin Chamber of Commerce, Former Board Member – United States Hispanic Chamber of Commerce, Past Chair – Greater Austin Hispanic Chamber of Commerce, Former Board Member – United Way of Central Texas, Vice-Chair - Southwest Human Services Corporation, former Commissioner - City of Austin Urban Transportation Commission, guest speaker – Austin Community College District, University of Texas.

# Erin Courreges

---

## QUALIFICATIONS

- ❖ Nine years of State Legislative experience
- ❖ Intricate knowledge of Texas Legislature
- ❖ Strong written and oral communication proficiency
- ❖ Excellent computer and secondary language skills
- ❖ Qualified public relations expertise
- ❖ Efficient employee administration

## RELEVANT PROFESSIONAL EXPERIENCE

---

**ASSISTANT GOVERNMENTAL RELATIONS CONSULTANT** **SPRING 2003/ PRESENT**  
*Offices of Marc A. Rodriguez* *Austin, TX*

- Prepare daily, weekly, and monthly legislative packets for clients.
- Advocate on clients' behalves to elected officials and legislative staff members.
- Monitor bills for amendments and other adverse actions that alter or threaten the viability of clients' legislative priorities.
- Perform all office administrator duties.

**ASSISTANT PRESS SECRETARY** **SUMMER 2001/ SPRING 2003**  
*Texas House of Representatives - Speaker James E. "Pete" Laney* *Austin, TX*

- Prepare daily, weekly, and monthly news packets for the Speaker.
- Proofread and edit press releases issued by the Speaker.
- Redact charges issued by the Speaker.
- Create press archives and databases.

**LEGISLATIVE AIDE** **SPRING 2001**  
*Texas House of Representatives - Honorable Rene O. Oliveira* *Austin, TX*  
*Chairman - House Ways & Means*

- Responsible for the Chairman's legislative schedule.
- Performed all office administrator and management duties.
- Filed, researched, and created bill packets for legislation.
- Monitored bills for amendments and other adverse actions that alters or threatens the viability of submitted legislation.

**LEGISLATIVE INTERN** **FALL 1999**  
*Texas House of Representatives - Honorable Joe E. Moreno* *Jacinto City, TX*

- Representative's liaison for business and community interests in the district office.
- Coordinated with local and state level offices to issue mass mail outs.
- Performed research on local issues and current statutes for the Representative.

## EDUCATION

---

**BACHELOR OF ARTS, CUM LAUDE** **FALL 1996/ SPRING 2001**  
*University of Houston - Central Campus* *Houston, TX*  
**MASTER OF PUBLIC ADMINISTRATION** **SUMMER 2001/ FALL 2004**  
*Southwest Texas State University* *San Marcos, TX*

## **Exhibit “B”**

### **Payment Terms**

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City:

The proposed fee is payable on a monthly basis in the amount of \$4,000 each month.

The Consultant will separately invoice the City for expenses related to representing the City including, but not limited to travel, lodging and business meals incurred on behalf of the City. Such itemized expenses, with corresponding paid receipts, shall be paid separately and shall be reviewed and approved in advance by an authorized City representative.

**Exhibit "C"**

**Insurance Requirements and  
Certificate(s) of Insurance**

## Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the City *before* work commences.**

3. The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile

Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. **Commercial (General) Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. **Business Automobile Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

## Certificate of Insurance

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>				SEL P1DC	DATE 01-30-2006
<b>PRODUCER</b> TEXAS ASSOCIATES INS, INC/PHS 812379 P:(866)467-8730 F:(877)905-0457 PO BOX 33015 SAN ANTONIO TX 78265		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b> DAN SHELLEY 305 W 13TH ST. AUSTIN TX 78701		INSURERS AFFORDING COVERAGE INSURER A: <b>Hartford Lloyd's Ins Co</b> INSURER B: INSURER C: INSURER D: INSURER E:			
<b>COVERAGES</b>					
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
NO. OF POLICIES	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <b>X Business Liab</b>	65 SBA KY8246	01/09/06	01/09/07	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	65 SBA KY8246	01/09/06	01/09/07	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS UTM-RR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				
DESCRIPTION OF OPERATIONS/VOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Those usual to the Insured's Operations.					
<b>CERTIFICATE HOLDER</b> The City of College Station PO Box 9960 College Station, TX 77842		<b>ADDITIONAL INSURED: ISSUER LETTER:</b>		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
				AUTHORIZED REPRESENTATIVE 	