



September 23, 2015

Janis L. Carter
Winstead, P.C.
401 Congress Avenue, Suite 2100
Austin, Texas 78701

Re: State Government Relations Representation Agreement

Dear Ms. Carter,

The agreement between the City of San Marcos, Texas and Winstead, P.C. that was adopted by the San Marcos City Council on September 15, 2015 is enclosed.

Please sign both agreements. Keep one for your records and return one executed agreement to the following address:

City of San Marcos
City Clerk's Office
Attn: Jamie Lee Pettijohn
630 E. Hopkins St.
San Marcos, Texas 78666

If you have any questions, please call me at 512-393-8088.

Very truly yours,

A handwritten signature in blue ink, reading "Elizabeth Trevino", is written over the typed name.

Elizabeth Trevino
Records Management Program Administrator

JLP/et
Enclosures

STATE GOVERNMENT RELATIONS REPRESENTATION AGREEMENT

This agreement (the "Agreement") is entered into by and between the City of San Marcos, Texas (the "City") and Winstead, P.C. ("Winstead"), for the period of October 1, 2015 (the "Effective Date") through September 30, 2017, whereby Winstead agrees to provide the City with certain services as described herein and the City agrees to pay Winstead for those services.

1. Scope of Services

(a) Winstead will assist the City in monitoring interim legislative studies, maintaining contacts with legislators and state governmental agencies, coordinating meetings between City and State officials, and developing a legislative agenda on an "as needed" basis upon specific written direction from the City of San Marcos for the period of October 1, 2015 through September 30, 2016.

(b) Winstead will assist the City in the development and implementation of a state legislative policy agenda for adoption by the City Council which will be the primary focus of Winstead's activities during the legislative session for the period of October 1, 2016 through September 30, 2017.

(c) In consideration of the compensation stated in Paragraph 2, Winstead agrees to provide the City with state government relations representation in furtherance of the City's legislative policy agenda and other legislative matters arising that may affect the City (the "Services") to include planning, strategy development and legislative representation and advocacy before the Texas legislature, administrative offices and applicable regulatory bodies. The Services include expressly enumerated policy program and priorities as determined by the City. Other targeted priorities as may be determined by the City and agreed upon by Winstead may be added as issues evolve during the legislative process.

(d) Extraordinary or special issues not originally contemplated as general municipal issues for cities in Texas shall be considered separate from this Agreement.

2. Payment

In consideration of Winstead's provision of services in compliance with all terms and conditions of this contract, the City shall pay Winstead compensation according to the following terms:

(a) For the period of October 1, 2015 through September 30, 2016: Winstead will work on an "as needed" basis upon specific written direction from the City at the rate of \$150 per hour not to exceed \$3,500 per month.

(b) For the period of October 1, 2016 through June 30, 2017: The City will pay Winstead a monthly retainer fee of \$5,000 per month for services prior to, during and immediately after the 2017 session of the Texas Legislature.

(c) For the period of July 1, 2017 through September 30, 2017, Winstead will work on an "as needed" basis upon specific written direction from the City at the rate of \$150 per hour not to exceed \$4,000 per month.

Payment by the City and additional charges shall be in accordance with the "Standard Terms of Engagement for Legal Services-General" (the "Addendum") attached hereto and incorporated herein.

3. Winstead's Responsibilities and Standards of Performance

(a) Winstead shall maintain proper registration as a lobbying firm under applicable state and federal laws and shall comply with all applicable local, state and federal laws and regulations, including without limitation, those relating to ethics, political contributions and gifts to candidates and public officials. The performance of all services by Winstead under this Agreement will be by persons appropriately licensed or registered when required under local, state and federal laws.

(b) Janis L. Carter shall be the primary point of contact in connection with the Services by Winstead. The City, however, may communicate with other representatives of Winstead as appropriate, who may be working on specific projects related to the Services. Winstead may designate another primary point of contact only with the approval of the City.

(c) Winstead's representation of the City with respect to the issues in paragraph 1 is exclusive and Winstead will not provide services to any third party on those issues without the City's prior consent.

(d) Winstead shall provide at least monthly, but more frequently as appropriate, written reports regarding significant legislative and regulatory activities affecting the City's interests.

(e) Within 60 days after the end of any regular or special legislative session during the Term of this Agreement, Winstead will submit a written legislative session report to the city manager summarizing key events related to the City legislative policy agenda or other matters of interest to municipalities and any activities of Winstead related thereto. Such information shall also be provided in presentation to the city council at a duly called meeting within 90 days after the end of any regular or special legislative session during the Term of this Agreement.

4. Term; Termination of Agreement

The term of this Agreement begins on the Effective Date and will end September 30, 2017, subject to the City's right to terminate under the Addendum.


5. Miscellaneous Provisions

(a) This Agreement is subject to the terms and conditions of the Addendum. However, to the extent of any express contrary or additional requirement herein, such contrary or additional requirement shall govern over the terms of the Addendum.

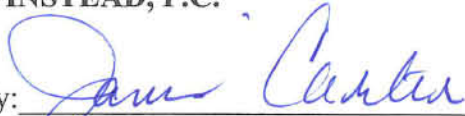
(b) This Agreement represents the entire and integrated Agreement between the City and Winstead and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument approved by the City's governing body and signed by both the City and Winstead.

EXECUTED to be effective as of the Effective Date above.


CITY OF SAN MARCOS

By: 
Steve Parker, Asst City Manager
Printed Name and Title

WINSTEAD, P.C.

By: 
Janis L. Carter

ATTEST:


Jamie Lee Pettijohn, City Clerk

APPROVED AS TO FORM:


Michael Cosentino, City Attorney

WINSTEAD PC

Consulting Services - Non-Legal Services

Standard Terms of Engagement for Services

Introduction

This statement contains the standard terms of our engagement. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter to which this statement is attached (collectively, "Engagement Letter"). Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain a copy of the Engagement Letter in your file.

Scope of Winstead's Representation

The scope of services we will provide is described in the accompanying letter. Under this engagement, we will not be providing legal services. Any questions that you have should be addressed to us immediately.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of the representation are expressions of our best professional judgment, but are not guarantees. Such expressions are necessarily limited by our knowledge of the facts and are based on the state of the situation at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our Engagement Letter and does not include any affiliates of such person or entity, unless specifically referred to (i.e., if you are a corporation or partnership, affiliates include any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, affiliates include any members of the trade association).

It is also our policy that our relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform additional services, our relationship will be revived subject to these terms of engagement, as they may be supplemented at that time.

You agree to cooperate fully with us and to promptly provide all material information known or available to you relevant to our representation.

Potential Conflicts

Because we represent many other companies and individuals, it is possible that during the time we are representing you, some of our present or future clients may become involved in transactions or disputes with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you.

We agree, however, that your prospective consent to our continuing to represent you shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that if known to such other client, could be used by such client to your material disadvantage. In the event we undertake representation of a client in a matter that is substantially related to our representation of you we will promptly disclose such representation to you. Upon receiving such notice, you will timely consent to the representation or request that we withdraw from representing you in the matter.

Services We Expressly Do Not Provide to You

Members of the Firm are from time to time serving in elected or appointed positions with various governmental or regulatory bodies at the federal, state, county, municipal, or local level. Such service could include, but is not limited to, service in the United States Congress, the Texas Legislature, as a board member of a State of Texas agency, board, or commission or the executive branch of state government, as a county commissioner, mayor, city council member, alderman, as a member of a planning and/or zoning board in charge of land use and entitlement issues, or a board of adjustment or variance. Members of the Firm must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm by virtue of your engagement of Winstead in any capacity, including the actual lobbying of any such governmental body or agency. Accordingly, you acknowledge and confirm that this engagement of Winstead is not in consideration for or in contemplation of any expected benefit to be derived from the activities of such persons in elected or appointed positions.

You also understand that in the course of such public service these persons may be called upon to take positions, cast votes, adopt rules and regulations or otherwise act in a manner adverse to your actual or perceived business interests and you acknowledge that such events are not conflicts of interest or ethical violations of Winstead's duties to you as a client. You further acknowledge that in the course of the Firm's engagement by other clients

expressly for lobbying any governmental body at the federal, state, county, or municipal level we could be advocating positions or attempting to achieve outcomes or results for such clients that could adversely affect you or your industry (often without our knowledge) and your engagement of Winstead for the services contemplated herein does not, in and of itself, create a conflict of interest or ethical violation by virtue of our lobbying activities. We further do not undertake or assume any duty to advise you as to what clients or positions we have undertaken to represent in any lobbying role or engagement or any duty to explore with you those issues of interest to you or your industry, that if taken or advocated by us on behalf of our lobby clients, would be detrimental to you or your industry.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payment within 30 days from the date of invoice unless other billing arrangements have been agreed to in writing. Moreover, you agree that your obligation to pay our fees is not dependent on the outcome of our representation.

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may terminate the representation. We reserve the right to pursue collection of any unpaid balance of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Advice about Possible Outcomes

We may express opinions or beliefs concerning this matter or various courses of action and the results that might be anticipated. Any such statement made by any representative of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Termination of Engagement

You may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to terminate our representation of you at any time by providing advance written notice to you. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Conclusion of Representation: Retention and Disposition of Documents

Unless previously terminated, our representation of you with respect to the agreed upon scope of representation will terminate upon sending you our final statement for services rendered. We may retain our own files pertaining to this engagement. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of the engagement.