

Agenda Item: Discuss and Consider Renewal of Contract with Babe Schwartz for Professional Services in the field of State Governmental Affairs

Background: Since 2014 Former Senator Babe Schwartz has been an advocate on behalf of the Park Board for the State Legislative Agendas. His experience has been invaluable in developing and maintaining relations with elected officials and state agencies.

The 2017 State Legislative Agenda was approved by the Board on December 13, 2016.

Staff Recommendation: It is staff's recommendation that the Board approve the renewal of this contract.

Funding Source (if a budgetary item): NB70-5204 – Professional Services - \$25,000 (in approved budget)

4. Client will reimburse Schwartz for all expenses necessarily incurred in connection with any activity on behalf of Client and approved by Client in advance of its expenditure. Reimbursement for approved expenses shall be made by payment within thirty (30) days after receipt of invoice rendered by Schwartz.

5. In the performance of all services hereunder:

(a) Schwartz shall be deemed to be and shall be an independent contractor and as such shall not be entitled to any benefits which might be applicable to an employee of Client.

(b) Schwartz shall comply with all applicable laws and regulations.

(c) A. R. Schwartz shall register with the Ethics Commission of the State of Texas as a lobbyist in behalf of Client.

(d) Schwartz shall not give, furnish or contribute monies, materials, supplies or make loans to or in support of any candidate or to any political committee, through or in the name of Client, directly or indirectly.

(e) Schwartz shall have sole responsibility for the payment of all federal, state, local, and other income taxes and for all employment and other taxes applicable to the consideration paid to Schwartz hereunder.

(f) Schwartz has no authority or power to contract for or bind Client in any manner.

(g) Schwartz warrants that to his knowledge or belief, none of the work he is performing for other clients conflicts with interest of Client. Schwartz shall promptly notify Client in writing of any conflict of interest that comes to his attention and Client shall have the right to terminate or modify this contract in accordance with this agreement.

6. Prior to the execution of this agreement, Schwartz and Client have reached an understanding as to the scope of the services to be performed by Schwartz, and he has allotted appropriate time and resources to perform that level of services for Client. Each of the parties agree that in the event the scope of the services to be performed by Schwartz is to be expanded during the term of this agreement, the compensation of Schwartz shall be adjusted by mutual consent.

7. Schwartz shall not assign this agreement or any part thereof.

8. This agreement is effective as of the 1st day of January, 2017, and shall continue until the 31th day of December, 2017, subject to the right of either party to terminate at any time upon written notices, given at least thirty (30) days in advance. Such notice shall terminate the compensation provided for in Paragraph 3 on a pro-rata basis

9. All notices or communications hereunder shall be in writing, addressed as follows:

If to Schwartz: Mr. A. R. Schwartz
 1122 Colorado Street, Suite 2102
 Austin, Texas 78701
 Telephone: (512) 474-6876
 ars71726@swbell.net

If to Client: Mrs. Kelly de Schaun
 Galveston Island Park Board of Trustees
 601 Tremont St.
 Galveston, Texas 77550
 Telephone: (409) 797-5000
 kdeschaun@galvestonparkboard.org

10. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas.

11. This agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof. No modifications or alterations of this Agreement shall be effective unless made in writing and signed by both parties.

12. This agreement is to be performed in whole or in part in Galveston and Travis County, Texas.

IN WITNESS WHEREOF, the parties have executed this agreement as of
the day and year first written above.

By: A R Schwartz
A. R. SCHWARTZ
SS#: 462-26-0244

The Park Board of Trustees of the City of Galveston

By: _____
KELLY DE SCHAUN, Executive Director

EXHIBIT "A"

Attached to Attorney/Consultant Agreement

With

The Park Board of Trustees of the City of Galveston

Services to be performed by SCHWARTZ are as follows:

1. To use all legal means appropriate to attempt to obtain the passage of legislation in the best interest of Client, while complying with all applicable laws and regulations, and to oppose legislation adverse to the interests of Client for which Schwartz is assigned responsibilities.

2. To monitor all interim committees considering legislative issues and proposed legislation pertaining to Client's interests, including any such interests which might be considered in any Special Session of the Texas Legislature in the year 2017.

3. To provide Client with copies of pertinent matters under consideration and timely reports on the status of matters under consideration.

4. To communicate Client's position to legislators and legislative committees as may be required.

5. To work with attorneys and Executive Director of Client on legislative issues as may be requested by Client.

6. To seek passage of legislation specifically agreed upon between Schwartz and Client as may be directed by the Executive Director of Client.