



## CONTRACT FOR PUBLIC AFFAIRS CONSULTING SERVICES

(City of Corpus Christi, Texas)

This contract is made the 31<sup>st</sup> day of July, 2014, between City of Corpus Christi, Texas, having its principal place of business at 1201 Leopard, Corpus Christi, TX 78401 (hereinafter "Client") and Focused Advocacy having its principal place of business at 823 Congress Avenue, Suite 1200, Austin, Texas 78701 (hereinafter "Consultant") for the provision of public affairs consulting services related to the Client.

1. **Services.** Consultant will provide the services described below.

a. At the direction of Client, represent the Client in dealings with elected and appointed officials, legislative staff, regulators, and interested stakeholders on matters of public policy identified by the Client with a particular emphasis on matters that impact municipal services and budgets.

b. Provide analysis and tracking of government actions and decisions that could have an effect on the governmental affairs strategy of the Client.

c. Advise Client on legislative actions contemplated and taken with respect to identified issues and goals. Assist in the development of a comprehensive strategy to accomplish Client's government affairs goals and objectives, including review and editing of legislation, drafting of amendments, riders, and related supporting documents.

d. Assist the Client in the passage or defeat of legislative initiatives that are proposed and identified by the Client as part of their overall legislative agenda.

e. Consult with Client regarding the effectiveness of its relationships with elected officials, processes and the political environment in Texas. Identify and implement strategies to enhance Client profile with targeted individuals and entities including the arrangement of periodic visits and/or functions with key legislators and staff.

f. Use best efforts to provide information to and educate decision makers with regard to Client's interests and government affairs objectives. Client will work to ensure Consultant has appropriate information and data to assist efforts in this regard. It is understood and agreed Consultant will not make representations or statements on Client's behalf without prior authorization to do so.

g. Monitor, by attendance at meetings and otherwise, state legislative and regulatory bodies considering legislation and/or rulemaking that would impact Client's government affairs objectives and interests.

h. Monitor and track legislation that impacts Client's interest during the regular session and any called special sessions of the Texas Legislature during the term of the Agreement. Client or Consultant will identify such legislation as having a potential material impact on Client's interests.

i. Consultant will assist in preparing city officials who testify before the Texas Legislature. As part of this preparation the Consultant will assist in formulating written and verbal testimony for city officials who provide testimony to legislative and administrative bodies.

2. **Client Support and Communication.** As requested, Consultant will provide Client both written and verbal status reports on all matters affecting their stated interests. Consultant will attend Client meetings, as requested and schedule permitting, to assure timely and effective communications. *Snapper Carr* and *Brandon Aghamalian* will serve as the primary contact on behalf of the Consultant.

Deliverables – As requested, Consultant will provide the Client during the legislative session, written summary reports detailing the nature of legislative contacts (e.g. meetings and communications) the Consultant made on behalf of the Client to further the Client's state legislative agenda.

3. **Legal Services.** It is understood and agreed that Consultant is being retained hereunder to provide governmental consulting services and not to provide legal advice or services to Client. In the event that legal opinions or financial analysis are needed at any time with respect to Client's interests, the decision to seek additional professional advice and services, and from whom, shall rest exclusively with Client.
4. **Expansion of Scope of Work.** Should representation expand significantly beyond the contemplated scope outlined in the Agreement, both parties will mutually agree to discuss the role of the expanded services and agree, if necessary, to discuss the payment of additional compensation during this unlikely event. It is also understood that the Consultant works independently of any additional consultants the Client may have under contract.
5. **Term.** This Agreement is effective on August 1, 2014 through September 30, 2016 (26 month period). Either party may terminate the contract by giving thirty (30) days written notice to the other party.

6. **Compensation.** In consideration for the performance of services, Client shall pay fees as follows:
  - a. \$8,500 per month for the duration of the contract. The fee will be billed on or about the first of each month.
  - b. Payment shall be made to Focused Advocacy, LLC, 823 Congress Avenue, Suite 1200, Austin, Texas 78701 (Attention: Snapper L. Carr).
7. **Independent Contractor Relationship.** It is understood by the parties that Consultant is an independent contractor for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.
8. **Expenses.** Client agrees to pay Consultant's reasonable expenses incurred for pre-approved travel made at Client's request for work connected to this agreement. "Reasonable expenses" shall include airfare, hotels, taxis, shuttles, rental cars, meals. Consultant agrees to comply with all applicable expense reimbursement policies of the Client. Consultant shall provide documentation of all reimbursable expenses. Client shall pay these invoices within thirty (30) days of receipt.
9. **State Law.** Under Texas and federal law there are various requirements imposed on persons and organizations that interact with state officials, especially where an attempt is made to influence legislation or contracts. In this regard, Consultant will promptly inform Client when any such filings are necessary and shall seek registration with respect to the services to be performed on Client's behalf. Consultant agrees to perform its obligations under this contract in compliance with all applicable laws.
10. **Lobby Activities and Reporting.** The Texas ethics law and rules adopted by the Texas Ethics Commission require the Consultant to report compensation or reimbursement paid to Consultant for the purpose of directly communicating with members of the legislative or executive branch. Texas Ethics Commission Rules provide that a registrant receiving compensation or reimbursement for purposes other than lobby activities may reasonably determine the amount of compensation attributable to lobby activities and report only that amount. The rules define "*lobby activity*" as "Direct communication with one or more members of Texas legislative or executive branch to influence legislation or administrative action and activities in preparing for such direct communication." The Consultant will allocate on a reasonable basis, as allowed by the rules, the amount of the retainer paid to the

Consultant that is being paid for “*lobby activities*”. Based upon Consultant’s experience representing other clients, the Consultant believes 50 (fifty) percent will be a reasonable estimate of the monthly retainer attributable to “*lobby activities*.” It is understood and agreed that the Consultant’s activities will be monitored from time to time so that any change in the amount of time spent on lobby activities as defined by the rules of the Texas Ethics Commission will be detected and updated, if necessary.

11. **Confidentiality**. If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this contract and as required by law.
  
12. **Conflicts of Interest**. By signing this Agreement, Client is consenting to the representation of multiple clients by the Consultant and is confirming that no direct conflicts of interest currently exist. If any such conflict should develop, Consultant agrees to bring that fact immediately to the attention of both Clients for resolution. Consultant will exercise extreme cares to avoid conflicts, unintended or otherwise, which arise, if ever, in the future. It is understood that Consultant intends to focus their legislative representation on local government issues and will undertake all necessary steps to avoid and prevent conflicts of interests with private sector interests. Consultant agrees to fully comply with the Texas Ethics laws concerning conflicts of interests.
  
13. **Termination**. Either party may terminate this agreement, without cause, upon thirty (30) days written notice to the other. The Client may also terminate this contract with fifteen (15) days notice if termination is caused due to an irresolvable conflict of interest.
  
14. **Entire Agreement and Modifications**. This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision hereof (including this section) shall be valid unless in writing and signed by the parties hereto.

# FOCUSED ADVOCACY

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IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers, as of the date set forth above.

**City of Corpus Christi, Texas**

**Focused Advocacy, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Mr. Ron Olson

Mr. Snapper L. Carr

City Manager

General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Rebecca Huerta

City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_

Barney Knight

Interim City Attorney