



**Contract Agreement for Full Service Legislative & Regulatory Services
City of Corpus Christi & Focused Advocacy**

This agreement (hereinafter the “**Agreement**”) is made between **Focused Advocacy, LLC** (hereinafter “**FA**”) as located at 3267 Bee Caves Road, Suite 107-72, Austin, Texas 78746, and the **City of Corpus Christi** (hereinafter “the City”) as located at 1201 Leopard, Corpus Christi, TX 78401 (together collectively hereinafter the “**Parties**”).

This Agreement is binding between the Parties and the Parties mutually agree to the following terms and conditions:

1. **Term & Effect.** The Term of this Agreement shall be for 24 months from **October 1, 2024, thru September 30, 2026**. The Effective Date of this Agreement is the first day of the Term.
2. **Renewal.** At the mutual agreement of the Parties and as evidenced by a written memorandum, this Agreement may be renewed for two (2) additional 24-month periods.
3. **Scope of Services.** The scope of services to be provided by FA during the term of this Agreement is expressly limited to the following:
 - a. Represent the City’s general interests before the Texas legislature as guided by the City’s publicly adopted legislative positions and agenda;
 - b. Provide general guidance and assistance to the City to develop a legislative and regulatory agenda that advances the health, safety, and welfare of the City’s citizens;
 - c. Develop strategies to gain public support for the City’s legislative and regulatory goals;
 - d. Develop strategies to gain support for and advance the City’s legislative and regulatory goals within the legislative process;
 - e. Work to pass legislation the City deems positive to the public health, safety, or welfare of its citizens;
 - f. Work to defeat legislation the City deems detrimental to the public health, safety, or welfare of its citizens;

- g. Provide the City staff and Council with timely updates regarding the status of pending legislation;
 - h. Utilize proprietary software to help the City monitor the progress of legislation that affects the City;
 - i. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and the interim);
 - j. Assist with the preparation and drafting of legislation and amendments;
 - k. Assist with the development and drafting of letters, speeches, and other advocacy materials;
 - l. Assist with the preparation of City officials who testify before legislative bodies;
 - m. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;
 - n. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch including but not limited to the Texas Comptroller of Public Accounts, Department of Transportation, Public Utility Commission, General Land Office, Railroad Commission, Water Development Board, Commission on Environmental Quality, and the Department of Housing and Community Affairs by informing the City of key state agency hearings; and
 - o. As directed, engage with state agency staff and personnel to protect, or advance the City's interests during administrative rule-making proceedings.
- 4. Expansion of Scope of Services.**
- a. This Agreement is expressly limited to the scope of services detailed herein.
 - b. This Agreement does not include services related to preparing or assisting with applications, economic development projects, utilities, or legal services.

- c. Any additional services requested by the City will necessitate an amendment to this Agreement with new terms and a new retainer compensation arrangement.

5. Retainer Compensation & Billing.

- a. In consideration for the performance of the services outlined in this Agreement, the City agrees to pay FA ten-thousand seven-hundred-and-fifty dollars (\$10,750) per-month.
- b. Monthly invoices will be sent on or around the first day of each month and payable by the 15th day of each month.
- c. Payment shall either be deposited directly to the bank account provided by FA or otherwise mailed to Focused Advocacy at 3267 Bee Caves Road, Suite 107-72, Austin, Texas 78746.

6. **BCS Affiliated Company.** The Parties acknowledge and agree that certain administrative and analytical services required by this Agreement may be provided by BCS, an S Corporation located at 3267 Bee Caves Road, Suite 107-72, Austin, Texas 78746 an affiliate business operation of Focused Advocacy with common ownership, subject to prior concurrence from the City's point of contact, and at no additional fees to the City.

7. **Cost of Living Adjustment.** The Parties agree the compensation detailed in Section 5 will be increased on an annual basis by three percent (3%).

8. Reimbursement of Expenses.

- a. The City agrees to and shall reimburse FA a fixed amount of three hundred and fifty dollar (\$350) per month for the meals and related out of pocket expenses incurred by FA associated with the client-related business meetings hosted by FA in furtherance of the duties and services required by this Agreement and will not be accompanied by receipts.
- b. The City agrees to reimburse FA for these expenses at the same time it pays the monthly retainer.

- c. In addition, the City will reimburse FA for any reasonable and customary expenses related to any travel requested of FA by the City (i.e. - airfare, mileage, rental cars, taxis, hotels, travel-related meals).

9. Engagement for Professional Services. The Parties to this Agreement mutually acknowledge and understand that pursuant to Section 252.022(a)(4) of the Texas Local Government Code, a procurement for professional services such as the service contained in this Agreement is exempt from the competitive bid or proposal requirement.

10. Termination.

- a. Either Party may terminate this Agreement for any reason provided ninety-days (90) written notice effective from the date written notice is delivered to the other Party.
- b. If the City terminates under subsection (a), the City is responsible for payment of the retainer through the end of the termination period and FA shall be fully compensated by the City through any early termination date.
- c. The City Manager may terminate the Agreement with thirty days (30) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Texas Government Code regarding legislation that cannot be resolved between the City and another client of FA regarding a specific piece of legislation.
- d. If the City terminates under subsection (c), the City is only responsible for payment of the retainer through the end of the 30-day termination period.

11. Points of Contact. Unless directed otherwise, the City Manager or his designee shall act as the point of contact including all notices for the City and Brandon Aghamalian and Snapper Carr shall act as the point of contact for FA. FA will take its direction and work orders from the City Manager or his designee.

12. Compliance with Texas Ethics Laws. FA agrees to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission.

13. Conflicts of Interest.

- a. Should any other client of FA take a position on a piece of legislation that is in opposition to the position of the City or should FA believe that its representation of the City is materially affected by the position taken by another client, FA will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date FA became aware of the conflict.
- b. FA must obtain written permission from the City to continue its representation.
- c. If the conflict is between the City and any other client of FA that is private sector organization, FA agrees to resolve the conflict in favor of the City.

14. Consultant Relationship. It is understood by the Parties that FA is an independent contractor for the purposes of any federal and/or state laws including tax laws, and that FA is not in any way an employee, full or part-time of the City.

15. Confidentiality.

- a. 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 Agreement and as required by law.
- b. It is understood by FA that the materials produced and provided under this Agreement are the property of the City and shall be returned to them upon request.

16. Entire Agreement and Modifications.

- a. 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.
- b. 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.
- c. In accordance with Chapter 2271, Texas Government Code, FA verifies that FA does not boycott Israel and will not boycott Israel during the term of this

FOCUSED ADVOCACY

Agreement. In accordance with Chapter 2274, Texas Government Code, FA verifies that FA does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. In accordance with Chapter 2276, Texas Government Code, FA verifies that FA does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

- d. All payments required under this Agreement are subject to annual appropriations of the City covering this Agreement as an expenditure in the annual City budget approved by City Council.

This Agreement is accepted as evidenced by the execution hereof and the signatures of the undersigned.

Signature - City of Corpus Christi

Signature - Focused Advocacy

Printed name & title

Brandon Aghamalian, President
Printed name & title

Date

September 9, 2024
Date