

FOCUSED ADVOCACY

Agreement Legislative & Regulatory Consulting Services

City of Corpus Christi & Focused Advocacy

It is agreed effective **October 1, 2020** that **Focused Advocacy, LLC.** (hereinafter "the Consultant") as located at 816 Congress Avenue, Suite 370, Austin, Texas 78701 will for the following compensation and under the following terms and conditions provide the **City of Corpus Christi** (hereinafter "the City") as located at 1201 Leopard, Corpus Christi, TX 78401 with the following scope of services:

1. Term:

The term of this agreement shall be for 24 months from October 1, 2020 thru September 30, 2022.

2. Renewal:

At the mutual agreement of both parties, this agreement may be renewed for two (2) additional 24-month periods.

3. Scope of Services:

Consultant shall:

1. Represent the City's general interests before the Texas legislature as guided by the City's publicly adopted legislative positions and agenda;
2. 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;
3. Develop strategies to gain public support the City's legislative and regulatory goals;
4. Develop strategies to gain support for and advance the City's legislative and regulatory goals;
5. Work to defeat legislation the City deems detrimental to the public health, safety, or welfare of its citizens;

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6. Work to pass legislation the City deems positive to the public health, safety, or welfare of its citizens
7. Provide the City staff and Council with timely updates regarding the status of pending legislation and rule makings;
8. Utilize proprietary software to help the City monitor the progress of legislation that affects the City;
9. Provide the City staff and Council with timely updates regarding the status of pending legislation and rule makings;
10. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);
11. Assist with the preparation and drafting of legislation and amendments;
12. Assist with the development and drafting of letters, speeches and other advocacy materials;
13. Assist with the preparation of City officials who testify before legislative bodies;
14. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;
15. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings and developments at 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; and
16. 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:

This agreement is expressly limited to the scope of services detailed herein.

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Any additional services requested by the City will necessitate an amendment to this agreement with new terms and compensation.

5. Retainer Compensation & Billing:

In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees to pay Consultant \$9,000.00 per-month.

Monthly invoices will be sent on or around the 1st day of each month and payable by the 15th day of each month.

Payment shall be either electronically deposited directly to the bank account provided by the Consultant or otherwise mailed to Focused Advocacy at 816 Congress Avenue, Suite 370, Austin, Texas 78701.

6. Reimbursement of Expenses:

In addition to the monthly retainer, the City shall also reimburse Consultant three hundred and fifty dollar (\$350) per month for the related out-of-pocket expenses incurred by the Consultant associated with the client-related business meetings hosted by the Consultant in furtherance of the duties and services required by this agreement. The City agrees to pay the Consultant this reimburse of expenses at the same time it pays the monthly retainer.

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

7. Termination:

This agreement may be terminated without cause provided the City Manager provides the Consultant ninety days (90) written notice. Effective from the date written notice is delivered to the Consultant, the City is responsible for and Consultant shall be fully compensated by the City for the retainer due during the 90-day period for termination without cause.

The City Manager may also terminate the agreement with thirty days (30) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation. Effective from the date written notice is delivered to the Consultant, the City is responsible for and Consultant shall be fully

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compensated by the City for the retainer due during the 30-day period for termination due to a conflict.

8. Conflicts of Interest:

Should any other client of the Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant believe that its representation of the City is materially affected by the position taken by another client, Consultant 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 Consultant became aware of the conflict. Consultant must obtain written permission from the City to continue its representation.

If the conflict is between the City and any private-sector client of the Consultant, then Consultant shall resolve the conflict in favor of the City.

9. Points of Contact:

Unless directed otherwise, the City Manager shall act as the point of contact for the City and Brandon Aghamalian and Snapper Carr shall act as the point of contact for the Consultant. The Consultant will take its direction and work orders from the City Manager.

10. 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 agreement and as required by law. It is understood by Consultant that the materials produced and provided under this agreement are the property of the City and shall be returned to them upon request.

11. Consultant Relationship:

It is understood by the parties that Consultant is an independent Consultant 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.

12. Contract 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

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services such as the services contained in the scope of this agreement is exempt from the competitive bid or proposal requirement.

13. Compliance with Texas Ethics Laws:

The Consultant agrees to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission.

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 agreement or understandings, whether oral or written, negotiations and discussion. 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 both parties.

(SIGNATURE PAGES FOLLOW)

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This contract is accepted on **September 15, 2020** as evidenced by the execution hereof by the signatures of the undersigned.

Constance P. Sanchez
Signature - City of Corpus Christi

BTL

Signature - Focused Advocacy

CONSTANCE P. SANCHEZ
Printed name & title CHIEF FINANCIAL
OFFICER

Brandon Aghamalian, President
Printed name & title

9-24-2020
Date

September 15, 2020
Date

Approved as to form: 9-15-2020
Lisa Aguilar
Lisa Aguilar
Assistant City Attorney
for City Attorney

ATTEST: Rebecca Huerta
REBECCA HUERTA
CITY SECRETARY

M2020-188 AUTHORIZED
BY COUNCIL 9-15-20

RH
SECRETARY SB