



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	06-07-16	AGENDA REQUEST NO:	III-B
INITIATED BY:	RICK RAMIREZ <i>R.R.</i> INTERGOVERNMENTAL RELATIONS MANAGER	RESPONSIBLE DEPARTMENT:	OFFICE OF INTERGOVERNMENTAL RELATIONS
PRESENTED BY:	RICK RAMIREZ <i>R.R.</i> INTERGOVERNMENTAL RELATIONS MANAGER	DIRECTOR:	JAMES A. CALLAWAY ASSISTANT CITY MANAGER
		ADDITIONAL DIRECTOR (S):	N/A

SUBJECT / PROCEEDING: LEGISLATIVE CONSULTING AGREEMENT / CONTRACT RENEWAL

EXHIBITS: RENEWAL LETTER, REQUEST FOR CONTRACT CHANGES LETTER & CONTRACT

CLEARANCES		APPROVAL	
LEGAL:	MEREDITH RIEDE, <i>MR</i> CITY ATTORNEY	ASSISTANT CITY MANAGER:	JIM CALLAWAY <i>J</i>
PURCHASING:	TODD REED, CPPO <i>TR</i> PURCHASING MANAGER	ASSISTANT CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN <i>JB</i> DIRECTOR OF FINANCE	CITY MANAGER:	ALLEN BOGARD <i>AB</i> /FOR AB

BUDGET	
EXPENDITURE REQUIRED:	\$ 118,200
CURRENT BUDGET:	\$ 118,200 FY17
ADDITIONAL FUNDING:	\$ 0

RECOMMENDED ACTION

Approval of contract renewal with Focused Advocacy, LLC, for state legislative consulting services for two-year period beginning June 1, 2016 and ending May 31, 2018.

EXECUTIVE SUMMARY

The City of Sugar Land currently contracts with Focused Advocacy (FA) to provide state lobbying services. Over the past two years FA has assisted the City with a number of significant issues including those related to the ongoing efforts to redevelop the Central Prison Unit, water issues, and a variety of legislative and regulatory issues that directly impact the City. Due to the successful partnership the City has had with FA, the City has been able to accomplish the passage of major state legislation in past legislative sessions. Additionally, future legislative work will be required to help the City formulate and adopt the City's Legislative Agenda for the upcoming 85th Texas Legislative Session.

The current two-year contract is set to expire on May 31, 2016, and has a clause that it may be renewed upon the written mutual consent of both parties. Accordingly, FA has submitted a letter to the City indicating they wish to renew the contract for another two-year term beginning June 1, 2016.

As detailed in the scope of services, FA represents the City in dealings with elected and appointed officials and legislative staff; provides overall analysis and tracking of governmental and legislative actions; advises the City on opportunities to participate in advocacy efforts in furtherance of the City's agenda; assists the City in passage of proactive legislative initiatives; assists the City in the defeat of legislation that could have a negative impact on the City's ability to carry out its governmental functions; consults with the City regarding the political process; attends meetings of the legislature and regulatory bodies that could impact the City's objectives; assists in the preparation of testimony before the State Legislature; and assists in the coordination, development and implementation of the City's overall legislative agenda.

The current rate of \$7,200 per month will remain the same for the remainder of FY16 and will include all services performed. Beginning October 1, 2016, the monthly retainer will be \$9,500 per month for the duration of the contract. Also beginning October 1, 2016, FA shall be reimbursed \$350 per month for monthly expenses associated with client-related business meetings in furtherance of the duties and services required by the contract. The City will pay for travel expenses of the Consultant if the City requests FA's presence at more than two meetings, per year, outside of Austin, Texas. Additionally, the contract will continue to include a conflict of interest clause requiring FA to immediately bring potential conflicts to the City's attention immediately. In such cases of irreconcilable legislative conflicts between a private sector interest and the City, the contract states that FA agrees to resolve the difference in favor of the City's position.

Therefore, after reviewing this item with the City Council IG Committee, staff recommends that the City Council approve the renewal of a contract for state legislative consulting services with Focused Advocacy, LLC, for another two-year term beginning June 1, 2016, and ending May 31, 2018, and ratification of the services rendered from June 1-7 2016.

EXHIBITS

See Renewal Letter, Request for Contract Changes Letter, and Legislative Consulting Agreement.

FOCUSED ADVOCACY

May 31, 16

Mr. Allen Bogard
City of Sugar Land
2700 Town Center Blvd N,
Sugar Land, TX 77479

Dear Mr. Bogard:

Our agreement for legislative and advocacy consulting services expires May 31, 2016. As you are aware, the agreement contains a renewal option upon the written consent of both parties as restated here:

“This Agreement is effective for a two-year period beginning June 1, 2014 and ending May 31, 2016. It may be renewed at the expiration of the contract upon the written mutual consent of both parties.

Please accept this letter as our offer to renew the agreement under the attached terms. If this extension is agreeable to you, then please sign and return a copy of this letter and the attached agreement.

We look forward to continuing our relationship with the City and thank you for your continued faith in our firm. We are appreciative of your business.

Respectfully,



Brandon Aghamalian
Focused Advocacy

My signature below represents an agreement extent the Agreement:

Signature

Date

FOCUSED ADVOCACY

May 31, 16

Mr. Allen Bogard
City of Sugar Land
2700 Town Center Blvd N,
Sugar Land, TX 77479

Dear Mr. Bogard:

Thank you very much for your continued confidence in our firm to assist the City of Sugar Land with its state legislative goals. We are honored to continue our relationship with the City and proud of our past successes together.

As you are aware, our retainer rate has remained flat and unchanged for 5 years. As such the rate is now below market for full-service legislative consulting services and below our firm's standard rates for municipal representation (\$10,000 per month). Given our long standing relationship with the City and your continued business, we are happy to extend a discounted rate.

In addition, we have unfortunately experienced a very steep increase in our expenses over the last several years -- primarily increased rent and the cost of conducting meetings (i.e. -- meals). For obvious reasons, our firm must maintain office space within walking distance of the Capitol. However, the cost of downtown Austin commercial office space has escalated tremendously as there is very high demands for it but very short supply. In addition to the cost of the lease, we need to address the cost of business-related meals. After years of simply absorbing the expenses related to business meals/meetings, our firm is implementing a new policy to pro-rate these expenses on a per client basis. They are considerable expenses for our firm and we simply cannot afford to absorb them anymore. We appreciate your understanding.

Because we have not raised the retainer in over five years and the cost of business has increased, we respectfully ask for the City's favorable consideration of the changes in the attached contract.

Again, we are very grateful for our long-term relationship and look forward to many more years of working together.

Respectfully,



Brandon Aghamalian



THE STATE OF TEXAS §

Legislative Consulting Agreement

COUNTY OF FORT BEND §

THIS PROFESSIONAL SERVICES AGREEMENT is entered into this 1st day of June, 2016, by and between the **CITY OF SUGAR LAND, TEXAS**, a municipal corporation located in Fort Bend County, Texas (hereafter referred to as "Client"), acting by and through its City Manager or a designee, and **FOCUSED ADVOCACY, LLC**, having its principal place of business at 823 Congress Avenue, Suite 1200, Austin, Texas 78701 (hereinafter referred to as "Consultant") for the provision of legislative consulting services related to the Client.

WITNESSETH:

WHEREAS, the Sugar Land City Council finds that there are many items brought before the Legislature of the State of Texas that may directly affect the public health, safety or welfare of the residents of the City of Sugar Land; and

WHEREAS, the Sugar Land City Council further finds that there is a need to inform the Legislature of the State of Texas on proposed or needed state legislation necessary for or detrimental to the protection of the public health, safety and welfare of the residents of the City of Sugar Land; and

WHEREAS, the Sugar Land City Council also finds that many state agencies of the State of Texas propose and pass administrative rules and regulations that directly affect the public health, safety and welfare of the residents of the City of Sugar Land; and

WHEREAS, the Sugar Land City Council believes that there is a need to inform state agencies on proposed or needed rules necessary for, or detrimental to the public health, safety or welfare of the residents of the City of Sugar Land; and

WHEREAS, the Sugar Land City Council finds it to be a public purpose and in the best interest of the residents of the City of Sugar Land to engage the services of the Consultant to inform the Legislature and state agencies of its views on pending legislation and administrative rules that could or would affect the public health, safety or welfare of the residents of the City of Sugar Land;

NOW THEREFORE, The City of Sugar Land and Focused Advocacy, LLC have mutually agreed to the terms and conditions contained in this Agreement as follows:



1. Scope of Services

Consultant will provide the scope of services described below:

- a) At the direction of Client, represent the Client in dealings with elected and appointed officials, legislative staff, and interested stakeholders at the state level of government on matters identified by the Client that relate to various aspects of municipal governance with a particular emphasis on issues affecting local revenues and home rule authority;
- b) Provide overall analysis and tracking of governmental and legislative actions and decisions impacting the Client's legislative agenda and interests;
- c) Advise Client on legislative actions contemplated and taken with respect to identified issues and goals;
- d) Assist in the development of a strategy to accomplish Client's government affairs goals and objectives;
- e) Advise client of upcoming meetings, hearings, briefings and other formal or informal sessions in a timely manner as to allow Client the opportunity to participate in advocacy efforts in furtherance of its legislative agenda;
- f) Recognizing that time is of the essence in legislative and administrative proceedings, Consultant will respond to Client's inquiries and requests in a timely manner;
- g) Assist the Client in the passage of proactive legislative initiatives included in the adopted legislative agenda;
- h) Assist the client in defeat of legislation or other initiatives that arise throughout the term of the contract that Client determines could have a negative impact on the Client's ability to carry out its governmental functions;
- i) Consult with Client regarding the effectiveness of its relationships with elected officials, processes and the political environment in Texas;
- j) 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;



- k) Use best efforts to provide information to and educate decision makers with regard to Client's interests and government affairs objectives;
- l) Monitor, by attendance at meetings and otherwise, state legislative and regulatory bodies considering legislation and/or rulemakings that could impact Client's government affairs objectives and interests;
- m) 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.
- n) During the regular and special called sessions of the Texas Legislature, the Consultant will maintain regular verbal contact with and provide written reports to the Client;
- o) Consultant will assist in preparing city officials who testify before the Texas Legislature and assist in formulating written and verbal testimony for city officials who provide testimony to legislative and administrative bodies;
- p) Assist in the coordination, development, and implementation of Client's legislative agenda.

2. Client Support and Communication.

Consultant will provide Client both written and verbal status reports on matters affecting Client's stated interests. Consultant will attend Client meetings, as requested and schedule permitting, to assure timely and effective communications. 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.

Snapper Carr and Brandon Aghamalian will serve as the primary contacts on behalf of the Consultant. Mr. Carr and Mr. Aghamalian will be deemed essential personnel for this engagement due to their expertise with municipal issues. The primary contact and contract administrator for the Client shall be its Intergovernmental Liaison.

3. Legal Services Not Provided.

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. 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.

5. Term.

This Agreement is effective for a two-year period beginning June 1, 2016 and ending May 31, 2018.

6. Renewal.

At the expiration, this Agreement may be renewed upon the written consent of both parties.

7. Compensation.

In consideration for the performance of services outlined in this Agreement, the Client agrees to pay the Consultant as follows:

- a) \$7,200.00 (seven thousand two hundred) per month for the period from June 1, 2016 through September 30, 2016;
- b) 9,500.00 (nine thousand five hundred) per month for the period from October 1, 2016, through September 20, 2018;
- c) Consultant agrees that such fixed sum shall be full compensation for all services performed in addition to any expenses as outlined elsewhere in this Agreement;
- d) Consultant will send an invoice with both retainer and expenses on or about the first of each month and Client shall the invoice pay within 30 days; and



- e) Payments shall be made to Focused Advocacy, LLC, 823 Congress Avenue, Suite 1200, Austin, Texas 78701.

8. 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.

9. Expenses.

The Client agrees to reimburse Consultants expenses as follows:

- a) In addition to the compensation outlined above, commencing October 1, 2016, the Client shall also reimburse the Consultant three hundred and fifty dollar per month (\$350) for the Consultant's monthly expenses associated with client-related business meetings in furtherance of the duties and services required by this contract.
- b) These monthly reimbursements will not be accompanied by receipt and are based on a pro-rata cost of actual expenditures incurred by the Consultant in furtherance of contractual and professional duties;
- c) Client will reimburse the Consultant for any reasonable and customary expenses related to any travel requested by the City (i.e. - airfare, mileage, rental cars, taxis, hotels, travel-related meals);
- d) Consultant agrees to travel to the Client's offices twice per annum free of charge for assessment meetings;
- e) Consultant will provide an individual receipt or invoice for all reimbursable travel expenses;
- f) Client agrees to reimburse these expenses at the same time it pays the monthly retainer; and
- g) Client agrees to pay these invoices within thirty (30) days of receipt.

10. Compliance with 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.

11. 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. Based upon Consultant's experience representing other clients, the Consultant believes 40 (forty) percent will be a reasonable estimate of the monthly retainer attributable to "*lobby activities.*" However, it is agreed that the Consultant will continually monitor the amount of time spent on lobby activities as defined by Texas Ethics Laws and Rules to ensure compliance with this reporting requirement.

12. 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.

13. Conflicts of Interest.

Consultant agrees to fully comply with the Texas Ethics laws concerning legislative advocacy conflicts of interests, including but not limited to, Chapter 305 of the Texas Government Code. Consultant agrees to exercise extreme care and to undertake preemptive measures to avoid conflicts, unintended and otherwise, which may arise in the future. If any such conflict should develop, Consultant agrees to bring that fact immediately to the attention of both Clients for resolution. Consultant agrees that their clients shall be the sole judge of whether or not a conflict exists and whether any such conflict has been adequately resolved. 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 resolve irreconcilable



legislative conflicts between a private sector interest and the Client in favor of the Client's position.

14. Termination.

It is agreed and fully understood that Client may, at its option and without prejudice to any other remedy it may be entitled to at law or in equity, cancel or terminate this agreement upon sixty (60) days written notice to Consultant. Client will pay Consultant, in accordance with section 6 of this agreement, for all work performed up to the date of termination. Client shall not be obligated to pay for any work, which is unsatisfactory or not submitted in compliance with the terms of this agreement. Consultant shall deliver all original source documents belonging to Client immediately after notice of termination of this agreement has been received by Consultant. The Client may also terminate this contract with fifteen (15) days notice if termination is caused due to a conflict of interest that cannot be resolved to the Client's satisfaction.

It is agreed and fully understood that the Consultant may, at its option and without prejudice to any other remedy it may be entitled to at law or in equity, cancel or terminate this agreement upon sixty (60) days written notice to Client.

15. Applicable Law

This contract is entered into subject to the Charter and ordinances of Client, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will file on a timely basis any and all reports required by federal, state or local law, including but not limited to registration and reporting of lobbying activities, as necessary, and proper reporting to the Internal Revenue Service, as required. Situs of this agreement is agreed to be Fort Bend County, Texas, for all purposes including performance and execution.

16. Severability

If any of the terms, provisions, covenants or conditions of this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions contained in this agreement, and all other provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and any other provisions of the agreement shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this agreement.

17. Remedies



No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

18. Successors and Assigns

Client and Consultant each bind themselves, their successors, executors, administrators and assigns to the other party to this agreement. Neither Client nor Consultant will assign, sublet or transfer their interest in this agreement without the written consent of the other. No assignment, delegation of duties or subcontract under this agreement will be effective without the written consent of Client.

19. Headings

The headings of this agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

20. Change of Scope of Services

Client may, from time to time, require changes in the scope of the services to be performed under this agreement. Such changes as are mutually agreed upon by and between Client and Consultant may be incorporated by written modification to this agreement.

21. Performance of Work

Consultant's associates and employees shall perform all the work called for in this agreement. Consultant covenants and agrees that all associates and employees who work on this project shall be fully qualified to undertake the required activities and competent to do the work described in this agreement.

22. Venue

The parties to this agreement agree and covenant that this agreement will be enforceable in Sugar Land, Texas; and that if legal action is necessary to enforce this agreement, exclusive venue will lie in Fort Bend County, Texas.

23. Funding

FOCUSED ADVOCACY

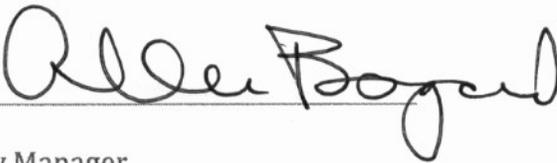
If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract.

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



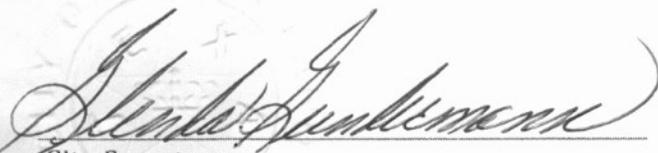
Brandon Aghamalian
FOCUSED ADVOCACY, LLC

CITY OF SUGAR LAND, TEXAS

BY: 

City Manager

ATTEST:



City Secretary

FOCUSED ADVOCACY

APPROVED AS TO FORM:

City Attorney

BY: _____