



Contract
Full Service Legislative & Regulatory Services
City of Sugar Land & Focused Advocacy

This agreement (hereinafter the “**Agreement**”) is made between **Focused Advocacy, LLC** (hereinafter “**FA**”) and the **City of Sugar Land** (hereinafter “**the City**”), (together collectively hereinafter the “**Parties**”).

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

1. **Term & Effect.** The Term of this Agreement shall be from **June 1, 2024, thru September 30, 2026.** The Effective Date of this Agreement is the first day of the Term.
2. **Renewal.** At the mutual consent of the Parties and as evidenced by a written memorandum, this Agreement may be renewed for one (1) additional 24-month periods.
3. **Scope of Services.** The scope of services provided by FA during the term of this Agreement is expressly limited to the following services:
 - 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 agenda that advances the health, safety, and welfare of the City’s citizens;
 - c. Develop strategies to gain public for support the City’s legislative and regulatory goals;
 - d. Develop strategies to 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;

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- 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; and
- 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 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. 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 detailed in this Agreement, the City agrees to pay FA as follows:

i.

<u>Term</u>	<u>Retainer</u>	<u>Expenses</u>	<u>Monthly Total</u>
<u>6/1/2024-9/30/2024</u>	<u>\$9,500.00</u>	<u>\$350.00</u>	<u>\$9,850.00</u>
<u>10/1/2024-9/30/2025</u>	<u>\$12,500.00</u>	<u>\$350.00</u>	<u>\$12,850.00</u>
<u>10/1/2025-9/30/2026</u>	<u>\$13,000.00</u>	<u>\$350.00</u>	<u>\$13,350.00</u>
<u>10/1/2026-9/30/2027</u>	<u>\$13,520.00</u>	<u>\$350.00</u>	<u>\$13,870.00</u>
<u>10/1/2027-9/30/2028</u>	<u>\$14,060.80</u>	<u>\$350.00</u>	<u>\$14,410.80</u>

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 by ACH to the bank account provided by FA or otherwise mailed to **Focused Advocacy at 3267 Bee Caves Road, Suite 107-72, Austin, Texas 78746.**

d. Certain services required by this Agreement and other services as requested from time-to-time by the City but not described by this Agreement will be provided by BCS, an affiliate business operation of Focused Advocacy with common ownership.

6. Reimbursement of Expenses.

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

7. **Contract for Professional Services.** The Parties 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.

8. Termination.

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- a. Any termination of this Agreement by the City requires ninety-days (90) written notice effective from the date written notice is delivered to FA. 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 regardless of the appropriation of funds by the City.
 - b. The City may terminate the contract 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 FA regarding a specific piece of legislation.
- 9. Points of Contact.** Unless directed otherwise, the City Manager or its designee shall act as the point of contact for the City and Brandon Aghamalian and Snapper Carr, or their designee, shall act as the point of contact for FA. FA will take its direction and work orders from the City Manager or its designee.
- 10. 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.
- 11. 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.
- 12. Independent Contractor.** 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.
- 13. 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.

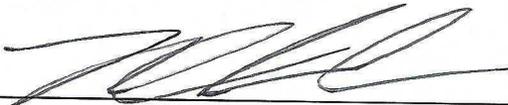
14. Entire Agreement and Modifications.

- 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.

(SIGNATURES NEXT PAGE)

FOCUSED ADVOCACY

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



Signature - City of Sugar Land

Michael W. Goodrum, City Manager
Printed name & title

5-8-24
Date



Signature - Focused Advocacy

Brandon Aghamalian, President
Printed name & title

May 1, 2024
Date



City Council Agenda Request

MAY 7, 2024

AGENDA REQUEST NO: III.H.

AGENDA OF: City Council Meeting

INITIATED BY: *Rick Ramirez, Intergovernmental Relations Manager*

PRESENTED BY:
Rick Ramirez, Intergovernmental Relations Manager

RESPONSIBLE DEPARTMENT: Public and Government Affairs

AGENDA CAPTION:

Consideration of and action on authorization of a 28-Month Full Service Legislative & Regulatory Services Contract with Focused Advocacy LLC, in the amount of \$353,800.00, for state legislative consulting services.

RECOMMENDED ACTION:

Approval of contract with Focused Advocacy, LLC, for state legislative consulting services for a period beginning June 1, 2024 and ending September 30, 2026.

EXECUTIVE SUMMARY:

The City of Sugar Land currently contracts with Focused Advocacy (FA) to provide state lobbying services. For over a decade, FA has assisted the City with a number of significant legislative and regulatory issues that directly impact the City. Due to this successful partnership, the City has successfully achieved numerous legislative priorities, which includes obtaining state aid and the passage of major State legislation aimed at protecting the health, safety, and welfare of the public.

The current two-year contract is set to expire on May 31, 2024. The two-year term reflects the biennial nature of the Texas legislature.

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 the 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; attend 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 Intergovernmental Relations (IGR) Office recommends aligning the term of this contract with the City's fiscal year, which begins on October 1st and ends on September 30th of every year. Additionally, the IGR Office recommends a contract escalation which is escalated to account for cost of living adjustments. The escalation increases the contract amount by 4% each year, which is considered the industry standard for legislative consulting services.

The contract outlines compensation and billing for the first 2-year term of the contract as follows:

- 6/1/2024 - 9/30/2024: \$9,500 (retainer) + \$350 (expenses) = \$9,850.00 (monthly total)
- 10/1/2024 - 9/30/2025: \$12,500 (retainer) + \$350 (expenses) = \$12,850.00 (monthly total)
- 10/1/2025 - 9/30/2026: \$13,000 (retainer) + \$350 (expenses) = \$13,350.00 (monthly total)

Additionally, the contract outlines compensation and billing for a 2-year renewal as follows:

- 10/1/2026 - 9/30/2027: \$13,520 (retainer) + \$350 (expenses) = \$13,870.00 (monthly total)
- 10/1/2027 - 9/30/2028: \$14,060.80 (retainer) + \$350 (expenses) = \$14,410.80 (monthly total)

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, staff recommends that the City Council approve the renewal of a contract for State legislative consulting services with Focused Advocacy, LLC beginning June 1, 2024.

BUDGET

EXPENDITURE REQUIRED: \$176,900.00 - General Fund / \$176,900.00 - Utility Fund

CURRENT BUDGET: \$353,800.00

ADDITIONAL FUNDING: N/A

FUNDING SOURCE: 50/50 split between the General Fund and the Utility Fund

ATTACHMENTS:

	Description	Type
□	FA Contract 2024	Contracts