



Agreement - Legislative and Consulting Services

City of Pflugerville & Focused Advocacy

It is agreed effective April 1, 2014 that **Focused Advocacy, LLC.** ("FA" as located at 823 Congress Avenue, Suite 1200, Austin, Texas 78701) will provide to the **City of Pflugerville** ("the City" as located at 100 East Main Street, Ste. 300 Pflugerville, TX 78691) for the following compensation and under the following terms and conditions the following scope of services:

Legislative Consulting Scope of Services:

1. Represent the City's general interests before the Texas legislature as directed by the City;
2. Assist with the development of the City's biennial legislative agenda by assisting the City with researching and vetting legislative initiatives;
3. Work towards the passage of legislation that advances the City's adopted legislative agenda;
4. Develop strategies that advances the City's adopted legislative agenda;
5. Work to gain support from other stakeholders for the City's adopted legislative agenda;
6. Educate state officials and respective staff members regarding the City's legislative and regulatory issues;
7. Generally work to defeat legislation the city deems detrimental;
8. Provide the City with timely updates regarding the status of legislation;
9. Provide the City with an electronic tracking system which monitors the development and movement of legislation that could have an positive or negative effect on the City;
10. Advise and inform the City staff of upcoming legislative committee hearings (during the legislative session and the interim);

11. Assist with the preparation and drafting of legislation and amendments;
12. Assist with the preparation and drafting of letters, speeches and other advocacy materials;
13. Assist in preparing City officials who testify before legislative bodies; and
14. During the **interim**, attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and other related public meetings.

Legislative Consulting Scope of Services:

1. Informing the City of key state agency meetings and hearings;
2. Engage with state agency staff and personnel to protect or advance the city's interests during any rule-making occurring at state and; and
3. Provide general guidance and consultation regarding the City's regulatory goals.

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 FA. FA will take its direction and work orders from the City Manager.

Term:

The term of this contract shall be for 24 months commencing April 1, 2014 and running thru March 31, 2016.

Option to Renew:

At the mutual consent of both parties and as evidenced by a written letter agreement, this contract may be renewed for up to another two (2) year period.

Termination:

This agreement may be terminated upon ninety days (90) written notice effective from the date written notice is effectively delivered to either party. The City is responsible for and FA shall be fully compensated by the City through any early termination date.

The City may terminate the contract with thirty days (30) written notice if termination is caused by a conflict of interest that cannot be resolved between the City and another FA client over a specific piece of legislation.

Conflicts of Interest:

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 2 business days from the date FA became aware of the conflict.

FA must obtain written permission from the City to continue its representation.

If the conflict is between the City and a private sector company, then FA shall resolve the conflict in favor of the City.

Retainer Compensation & Billing:

In consideration for the performance of the services contemplated in this agreement during the periods covered by the agreement, the City agrees to pay FA the following retainer amounts:

- \$6,750 per-month during any month from August 1 of an odd-numbered year to July 31 of an even-numbered year; and
- \$8,250 per-month during any month from August 1 of an even-numbered year to July 31 of an odd-numbered year or during any month the Legislature is in session or special session;
- During the months of April and May in 2015, the City agrees to an additional \$250 per month administrative charge due to increased expenses associated with the last 60 days of legislative session.

Summary of retainer (month-by-month):

2014	Amount	2015	Amount	2016	Amount
January	-	January	\$8,250	January	\$6,750
February	-	February	\$8,250	February	\$6,750
March	-	March	\$8,250	March	\$6,750
April	\$6,750	April	\$8,500	April	-
May	\$6,750	May	\$8,500	May	-
June	\$6,750	June	\$8,250	June	-
July	\$6,750	July	\$8,250	July	-
August	\$8,250	August	\$6,750	August	-
September	\$8,250	September	\$6,750	September	-
October	\$8,250	October	\$6,750	October	-
November	\$8,250	November	\$6,750	November	-
December	\$8,250	December	\$6,750	December	-

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

Payments shall be sent to 823 Congress Avenue, Suite 1200, Austin, Texas 78701.

Expenses:

FA will **not** bill the city for any expenses related to entertainment or any expenses for overhead (mail, copies, telephone, etc.).

The City will reimburse FA for reasonable and customary expenses related to any travel requested by the City (airfare, mileage, rental cars, taxis, hotels, travel-related meals) and for any expenses pre-approved by the City Manager associated with attending city-related educational conferences.

Expenses will be submitted along with the monthly invoice and accompanied by receipts if the individual expense exceeds \$50 (fifty-dollars).

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.

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.


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 FA that the materials produced and provided under this agreement are the property of The City and shall be returned to them upon request.

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 both parties.

This contract is accepted on April 1, 2014 by **the City of Pflugerville and Focused Advocacy, LLC.**, as evidenced by the execution hereof by the signatures of the undersigned.

_____	_____		<u>3-14-14</u>
The City Representative	Date	Focused Advocacy Representative	Date

_____	<u>Brianne Astmann, President</u>
Printed name and title	Printed name and title