

Contract
Full Service Legislative & Regulatory Consulting Services
City of Pflugerville & Focused Advocacy

This contract (hereinafter the "Agreement") represents an agreement between Focused Advocacy, LLC. ("the Consultant") as located at ~~3267 Bee Caves Rd, Suite 107-72816~~ ~~Congress Avenue, Suite 370~~, Austin, Texas 7874601, and the City of Pflugerville ("the City") as located at 100 East Main Street, Pflugerville, Texas 787691.

This Agreement replaces all previous Agreements executed between Consultant and the City.

1. **Term.** The term of this Agreement shall be ~~for 24 months~~ from **October 1, 2022** ~~2024~~, thru **September June 30, 2024** ~~2025~~.
2. **Renewal.** At the mutual agreement of both parties and as evidenced by a written amendment to this Agreement, this Agreement may be renewed for two (2) additional 24-month periods.
1. **Scope of Services.** The scope of services to be provided by the Consultant during the term of this Agreement is expressly limited to the following:
 - a. Consult with Client regarding the effectiveness of its relationships with elected officials, processes and the political environment in Texas. 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, executives, and staff.
 - a.b. Represent the City's general interests before the Texas legislature as guided by the City's publicly adopted legislative positions and agenda;
 - b.c. 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.d. Develop strategies to gain support the City's legislative and regulatory goals;
 - d.e. Develop ~~a comprehensive strategies~~ ~~strategy~~ to advance the City's legislative and regulatory goals within the legislative process and provide to the City's contact;
 - e.f. Work to pass legislation the City deems positive to the public health, safety, or welfare of its citizens, including legislation related to Emergency Service Districts and as outlined in the City's Legislative Agenda;
 - f.g. Work to defeat legislation the City deems detrimental to the public health, safety, or welfare of its citizens;
 - g.h. Provide City staff and Council with ~~timely-regular~~ updates regarding the status of pending legislation within two business days of any significant development or change;
 - h.i. Utilize proprietary software to help the City monitor the progress of

legislation that affects the City and provide analysis of legislative actions, decisions or proposals that could have an effect on the City;

i.j. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and the interim) and provide guidance on when the City should submit written or verbal testimony;

j.k. Assist with the preparation and drafting of legislation and amendments;

k.l. Assist with the development and drafting of letters, speeches and other advocacy materials related to the City's legislative and organizational agenda;

l.m. Assist with preparation of City officials who testify before legislative bodies;

m.n. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings and provide an update within two business day of any significant development or change;

n.o. 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.p. As directed, engage with state agency staff and personnel to protect or advance the City's interests during administrative rule-making proceedings.

2. 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.

b.c. It is expressly agreed and understood by the parties that the Consultant is not engaging to provide legal services to the City and the decision to seek legal opinions or representation rests solely with the City.

3. Retainer Compensation & Billing.

a. In consideration for the performance of the services outlined in this Agreement, the City agrees to pay the Consultant eight-thousand three-hundred and thirty-three dollars and thirty-three cents (\$8,333.33) per-month.

b. Monthly invoices shall be sent on or around the first day of each month and payable by the 15th day of each month and are subject to the Texas Prompt Pay Act.

c. Payment shall either be deposited directly to the bank account provided by the Consultant or otherwise mailed to Focused Advocacy at 3267 Bee Caves Rd, Suite 107-72, Austin, Texas 78746.816 Congress Avenue, Suite 370,

~~Austin, Texas 78701.~~

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

4. Reimbursement of Expenses.

- a. The City shall also reimburse Consultant three hundred and fifty dollar (\$350) per month for the meals and related out of pocket expenses incurred by the Consultant associated with the business meetings hosted by the Consultant in furtherance of the duties and services required by this Agreement.
- b. This is a fixed-amount, monthly reimbursement and will not be accompanied by receipts.
- c. The City agrees to reimburse the Consultant for these expenses at the same time it pays the monthly retainer.
- d. In addition, the City will reimburse the Consultant for any reasonable and customary expenses related to any travel requested of the Consultant by the City (i.e. - airfare, mileage, rental cars, taxis, hotels, travel-related meals).

5. Contract for Professional Services

- a. The parties to this Agreement acknowledge the procurement for the professional services outlined in this Agreement is exempt from the competitive bid or proposal requirement pursuant to Section 252.022(a)(4), Texas Local Government Code.

6. Termination.

- a. This Agreement may be terminated by either party upon 30 calendar days' written notice, which notice shall be provided in accordance with Article 124. Notice.
- a.b. This Agreement may be terminated immediately for unresolved conflict of interest as set forth in Section 9(d).
- b.c. _____ If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the services herein or prohibits the payment thereof, or, if any law is interpreted to prohibit performance or the payment for such performance, this Agreement shall automatically terminate as of the effective date of such prohibition or, if authorized under law, the last date of this Agreement, whichever is later.
- c.d. _____ Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant pursuant to this Agreement. Consultant shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those

services that have been timely and adequately performed by the Professional.

7. **Points of Contact.** ~~The Consultant will take its direction and work orders from the City Manager or her designee. Unless directed otherwise, the The Special Project's Manager in the City Manager's Office shall act as the point of contact for the City and Brandon Aghamalian and Snapper Carr shall service as the points of contact for the Consultant. The Consultant and City shall respond to communication within two business days. The Consultant will take its direction and work orders from the City Manager.~~
8. **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.
9. **Conflicts of Interest.**
 - a. 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 the Consultant believe that its representation of the City is materially affected by the position taken by another client~~, the 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 the Consultant became aware of the conflict.
 - b. The Consultant must obtain written permission from the City to continue representation.
 - c. If the conflict is between the City and any other client of the Consultant that is private sector organization, the Consultant agrees to resolve the conflict in favor of the City.
 - ~~c.d.~~ The City reserves the right to immediately cancel representation and terminate this Agreement based on unresolved conflict of interest by giving written notice without a required time period for such notice in accordance with Article 12. Notice.
10. **Consultant Relationship.** It is understood by the parties that the 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.
11. **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 The Consultant that the materials produced and provided under this Agreement are the property of the City and shall be returned to them upon request.

12. Notice.

- a. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether received or not) if:
 - i. delivered in person to the address set forth below;
 - ii. deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or
 - iii. delivered to such party by courier receipted delivery.
- b. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice as follows:

City of Pflugerville
Attention: City Manager
P.O. Box 589

Pflugerville, Texas, 78691-0589

Focused Advocacy
~~816 Congress~~
~~Avenue~~

3267 Bee Caves Rd
Suite 107-72

Austin, TX 78746

~~Suite 370~~

~~Austin, Texas~~
~~78701~~

13. No Waiver of Sovereign Immunity or Powers. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of City.

14. INDEMNIFICATION BY CONSULTANT. CONSULTANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND

REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT, OR ITS EMPLOYEES, OFFICERS, OR REPRESENTATIVES, INCLUDING ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT.

15. Non-Assignment. Neither party may assign this Agreement.

16. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

17. Venue and Governing Law. Venue of this contract shall be Travis County, Texas, and the law of the State of Texas shall govern.

18. Right to Audit. Consultant agrees that City or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the goods and services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.

13.19. 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 both parties.

This contract is accepted and effective as of ~~September-October 1, 2022~~2024, as evidenced by the execution hereof and the signatures of the undersigned.

Signature – City of Pflugerville

Signature – Focused Advocacy

Printed name & title

Printed name & title

Date

Date