



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

This agreement (hereinafter the “**Agreement**”) is made between **Focused Advocacy, LLC** (hereinafter “**FA**”) as located at 3267 Bee Caves Road, Suite 107-72, Austin, Texas 78746, and the **City of Burleson** (hereinafter “the City”) as located at 141 W. Renfro Street Burleson, TX 76028-4296, (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 for 12 months from **February 1, 2024, thru January 31, 2025**. The Effective Date of this Agreement is the first day of the Term.
2. **Renewal**. At the mutual agreement of both parties and as evidenced by a written memorandum, this Agreement may be renewed for two (2) additional 12-month periods.
3. **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. 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, as determined by the City’s adopted legislative program, and subject to approval of the City Manager;

- f. Work to defeat legislation the City deems detrimental to the public health, safety, or welfare of its citizens;
- 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 outlined in this Agreement, the City agrees to pay the Consultant nine-thousand dollars and zero cents (\$9,000.0) per-month.
 - b. Monthly invoices will be sent on or around the first day of each month and payable by the 30th day of each month.
 - 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 Road, Suite 107-72, Austin, Texas 78746.
 - d. Certain services required by this contract and other services as requested from time-to-time by the Client but not described by this contract will be provided by BCS, an affiliate business operation of Focused Advocacy with common ownership.
- 6. 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 services such as the service contained in this Agreement is exempt from the competitive bid or proposal requirement.
- 7. Termination.**
- a. Any termination of this Agreement by the City requires ninety-days (90) written notice effective from the date written notice is delivered to the Consultant. The City is responsible for payment of the retainer through the end of the termination period and the Consultant 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 the Consultant regarding a specific piece of legislation..

8. Points of Contact. Unless directed otherwise, the City Manager, or designee 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, or designee.

9. 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.

10. 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 its 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.

11. 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.

12. Confidentiality.

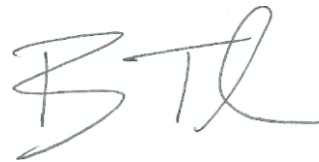
- a. If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this Agreement and as required by law.
- b. It is understood by The Consultant that the materials produced and provided under this Agreement are the property of the City and shall be returned to them upon request.

13. 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 **February 1, 2024**, as evidenced by the execution hereof and the signatures of the undersigned.

Signature - City of Burlison



Signature - Focused Advocacy

Printed name & title

Brandon Aghamalian, President
Printed name & title

Date

February 14, 2024
Date