

**RESOLUTION NO. R-2022-121**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FOCUSED ADVOCACY TO OFFER FULL SERVICE LEGISLATIVE & REGULATORY CONSULTING SERVICES AS SHOWN IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop City Council understands the variety of lodging options available in Texas is as diverse as the Lone Star State itself, ranging from traditional hotels and motels to trendy treehouses and tiny houses. But no matter the differences in these accommodations, they all have one thing in common: they are all subject to Texas' State Hotel Occupancy Tax; and

**WHEREAS**, the City of Bastrop in addition, to other cities and counties in Texas can levy a Local Hotel Occupancy Tax. Both taxes are commonly referred to as HOT, additionally the purpose of the local hotel occupancy tax is to promote tourism and the convention and hotel industry; and

**WHEREAS**, The City of Bastrop understands State hotel occupancy tax applies to charges of \$15 or more per day for sleeping accommodations, meeting rooms and banquet rooms in a hotel or motel. The tax also applies to lodging at bed and breakfasts, condominiums, apartments and houses rented for less than 30 consecutive days. The state hotel tax rate is 6 percent and an opportunity for a rebate in that amount has potential to drive additional economic development; and

**WHEREAS**, The City of Bastrop finds Focused Advocacy to be subject matter experts in the area of Full Service Legislative & Regulatory Consulting Services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**


**Section 1.** The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

**Section 2.** The City Manager is authorized to execute an agreement as shown in Exhibit A. with Focused Advocacy in the amount of Eight Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents \$ 8,333.33 per month plus potential \$350.00 expense for a term of twenty-four months to provide Full Service Legislative & Regulatory Consulting Services.

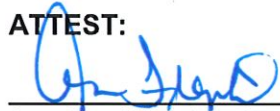
**Section 3.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 13<sup>th</sup> day of December 2022.


**APPROVED:**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney



**Agreement  
Full Service Legislative & Regulatory Consulting Services  
City of Bastrop & Focused Advocacy**

This contract (hereinafter the "Agreement") represents an agreement between **Focused Advocacy, LLC.** ("the Consultant") as located at 816 Congress Avenue, Suite 370, Austin, Texas 78701, and the **City of Bastrop** ("the City") as located at 1311 Chestnut Street, Bastrop, Texas 78602.

1. **Term.** The term of this Agreement shall be for 24 months from **October 1, 2022 thru September 30, 2024.**
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 24-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 including the passage of legislation to qualify the City for the state's qualified hotel project program and assist with the Comptroller of Public Accounts;
  - 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;

# FOCUSED ADVOCACY

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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.
- c. This Agreement does not include services for preparing an application to the state for tax rebates for a qualified hotel project.

**5. 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 will be sent on or around the first day of each month and payable by the 15<sup>th</sup> 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 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.

**6. Reimbursement of Expenses.**

- a. The City agrees to and shall 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 client-related 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).

**7. 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 in this Agreement is exempt from the competitive bid or proposal requirement.

**8. 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.

**9. 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 the Consultant. The Consultant will take its direction and work orders from the City Manager.

**10. 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.

**11. 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.

**12. 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.

**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 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.

**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 both parties.

(SIGNATURE PAGE FOLLOWS)



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

  
Sylvia Carrillo (Dec 14, 2022 16:30 CST)

**Signature - City of Bastrop**

Sylvia Carrillo, City Manager

**Printed name & title**

Dec 14, 2022

**Date**

  
Brandon Aghamalian, President

**Signature - Focused Advocacy**

Brandon Aghamalian, President

**Printed name & title**

December 6, 2022

**Date**