

RESOLUTION NO. R- 2022-066

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FATE, TEXAS,
APPROVING A CONTRACT WITH FOCUSED ADVOCACY FOR
LEGISLATIVE LIAISON SERVICES FOR THE CITY OF FATE, TEXAS; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Legislative activities are of critical importance to the City at the State Legislature;
and

WHEREAS, it is anticipated that many legislative issues affecting the citizens of Fate will be
considered in the upcoming legislative session; and

WHEREAS, the City Council approved the City of Fate 2022/2023 Legislative Program; and

WHEREAS, the City Council is of the opinion that entering into a contract with Focused
Advocacy to assist with the Legislative Program is in the best interest of the City and its
citizens; and

WHEREAS, the City Council is of the further opinion that the City Manager or his designee
should continue to take action with regard to the Legislative Program.

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

Section I. The contract between the City of Fate and Focused Advocacy is approved.

Section II. The City Manager is authorized to sign the contract.

Section III. The City Manager or his designee is directed to actively pursue passage
of appropriate legislation to further the City of Fate's approved legislative agenda, and this
may include drafting appropriate legislation, seeking a sponsor, and actively pursuing
passage of such legislation by providing testimony and through other means.

Section IV. The City Manager or his designee is directed to attempt to impede the
progress of any legislation that will harm the citizens of Fate, based on the City of Fate's
approved legislative agenda.

Section V. It is recognized that policies will often be implemented in the context of
great numbers of legislative proposals being considered within short time periods. City
representatives, under the direction of the City Manager, shall be authorized to act on behalf
of the City consistent with the necessary broad policy concerns set forth in the legislative
agenda.

Section VI. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this 6th day of September, 2022



Approved:

A handwritten signature in blue ink, appearing to read 'David Billings', is written over a horizontal line.

David Billings, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read 'Victoria Raduechel', is written over a horizontal line.

Victoria Raduechel, TRMC, City Secretary



Agreement – Legislative & Regulatory Consulting Services

City of Fate & Focused Advocacy

It is agreed effective July 1, 2022 that **Focused Advocacy, LLC.** (“Consultant(s)”) as located at 816 Congress Avenue, Suite 370, Austin, Texas 78701 will for the following compensation and under the following terms and conditions provide the **City of Fate** (“the City”) as located at 105 East Fate Main Place Fate, TX 75132 with the following scope of services:

Scope of Services:

Consultant will:

1. Represent the City’s general interests before the Texas legislature as directed by the City Manager;
2. 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 developments at the Texas Water Development Board, the Texas Commission on Environmental Quality, the Texas Land Office, the Comptroller of Public Accounts, the Public Utility Commission, the Texas Department of Transportation, and the Department of Housing and Community Affairs;
3. As directed, engage with state agency staff and personnel to protect or advance the city’s interests during administrative rule-making proceedings;
4. Assist in the development of the City’s legislative agenda;
5. Provide general guidance and consultation to the City regarding the City’s legislative and regulatory goals;
6. Work to defeat legislation the City deems detrimental;
7. Provide the City with timely updates regarding the status of pending legislation and rule makings;
8. Provide the City with an electronic tracking system which monitors the progress of legislation that could affect the City;



9. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);
10. Assist with the preparation and drafting of legislation and amendments;
11. Assist with the preparation and drafting of letters, speeches and other advocacy materials;
12. Assist with the preparation of City officials who testify before legislative bodies; and
13. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings.

Expansion of Scope of Services:

The scope does not include efforts to pass additional legislation or provide advocacy at state agencies.

Additional services requested by the Client could necessitate an amendment to this contract and possibly new terms and compensation.

Points of Contact:

Unless directed otherwise, the City Manager shall act as the point of contact for the City and Snapper Carr along with Andrew Keffer shall act as the points of contact for Consultants. Consultants will take its direction and work orders from the City Manager.

Term:

The term of this contract shall be for 24 months from July 1, 2022 thru June 30, 2024.

At the written mutual agreement of both parties, this contract may be renewed for one additional 24-month period.



Termination:

This agreement may be terminated with ninety days (90) written notice effective from the date written notice is delivered to either party. The City is responsible for and Consultants 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 as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultants regarding a specific piece of legislation.

Retainer Compensation & Billing:

In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees to pay Consultants \$4,166.67 per-month.

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

Payment shall be either electronically 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.

Increased Scope of Service and Related Retainer:

Should the City require services of Consultant to assist with the *passage* of pro-active legislative initiatives as adopted by the City Council and develop strategies and generally work to gain support to advance a City legislative initiative then in consideration for the performance of those services, the City agrees to pay Consultants \$8,333.33 per-month.

Expenses:

In addition to the monthly retainer, the City shall also reimburse Consultant three hundred and fifty dollar per month (\$350) for the monthly expenses Consultant incurs associated with client-related business meetings hosted by the Consultant in furtherance of the duties and services required by this agreement. This is a flat-fee monthly expense reimbursement and will not be accompanied by receipt.

The City agrees to reimburse these expenses at the same time it pays the monthly retainer. These pro-rata expenses will not be accompanied by receipt.



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

Compliance with Texas Ethics and Disclosure Laws:

Consultants agree to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission. Consultants agree and affirm they are in compliance and will remain in compliance on all State statutory required contracting disclosures.

Conflicts of Interest:

Should any other client of Consultants take a position on a piece of legislation that is in opposition to the position of the City or should Consultants believe that its representation of the City is materially affected by the position taken by another client, Consultants 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 Consultants became aware of the conflict. Consultants must obtain written permission from the City to continue its representation.

If the conflict is between the City and any other client of the Consultant that is private sector organization, then Consultants shall resolve the conflict in favor of the City.

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



Governing Law and Venue:

This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Rockwall County, Texas.


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 agreement or understandings, whether oral or written, negotiations and discussion. 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 9/7/22 as evidenced by the execution hereof by the signatures of the undersigned.



Signature - City of Fate



Signature - Focused Advocacy

Michael Kovacs city manager

Printed name and title

Snapper L. Carr / Partner

Printed name and title

9/7/22

Date

July 8, 2022

Date