

RESOLUTION NO. R-2025-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AGREEMENT WITH FOCUSED ADVOCACY TO PROVIDE LEGISLATIVE AND REGULATORY CONSULTING SERVICES TO THE CITY OF BASTROP, AS ATTACHED IN EXHIBIT A; AND PROVIDING FOR FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has appointed the City Manager as the Chief Administrative Officer of the City of Bastrop; and

WHEREAS, the City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, the City of Bastrop understands the importance of representation during legislative sessions to ensure the interests of the City are represented and protected; and

WHEREAS, the City Council today desires to approve the Limited-Service Qualified Hotel Project Agreement with Focused Advocacy (the "Agreement", attached hereto as "Exhibit A").

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

Section 1. All the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Manager is authorized to execute an agreement as shown in Exhibit A with Focused Advocacy in the amount of Two Hundred Thousand Dollars (\$200,000.00), plus Three Hundred and Fifty Dollars (\$350.00) per month for meals and related out-of-pocket expenses, plus any reasonable and customary expenses related to any travel requested of the Consultant by the City to provide legislative and regulatory consulting services to the City of Bastrop.

Section 3. Repealer: To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby

repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 5. Effective Date: This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this 8th day of July, 2025.

APPROVED:

by: 
Ishmael Haris, Mayor

ATTEST:


Michael Muscarello, City Secretary



APPROVED AS TO FORM:

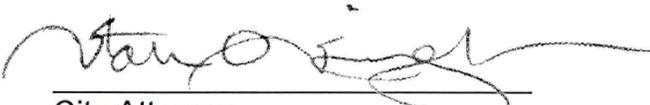

City Attorney,
Denton Navarro Rocha Bernal & Zech, P.C.

EXHIBIT A

Agreement Limited-Service Qualified Hotel Project City of Bastrop & Focused Advocacy

This contract (hereinafter the "Agreement") represents an agreement between **Focused Advocacy, LLC**, ("the Consultant") as located at 3267 Bee Caves Road Suite 107-72 Austin, TX 78746, 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 eight months from **October 1, 2024, thru June 30, 2025**.

- 2. Limited Scope of Services.** In return for the compensation outlined herein, the Consultant agrees to:
 - a. Research and stay abreast of relevant laws of the State of Texas, rules of the Texas Administrative Code, private letter rulings, and the internal practices of the Texas Comptroller of Public Accounts (hereinafter the "CPA") related to the tax rebates authorized by Chapter 351, Texas Tax Code (hereinafter the "**Tax Rebates**") for a qualified convention center and qualified hotel project (hereinafter the "**Project**");
 - b. Work to gain a general understanding of the City's goals related to the Project including the Project's structure and ownership, the third parties involved, and the Project financing;
 - c. Lead the lobbying and advocacy effort designed to pass legislation to qualify the Project for certain Tax Rebates;
 - d. Draft legislation designed to qualify the Project for certain Tax Rebates specifically Section 351.157, Tax Code;
 - e. Assist with the effort to secure a legislative author in both legislative chambers (House and Senate);
 - f. Assist with the effort to secure support from other organizations such as the Texas Hotel & Lodging Association;
 - g. Work with the CPA on the preparation and estimation of a Fiscal Note related to the legislation;
 - h. Assist with the preparation and drafting of letters, speeches, and other advocacy materials;
 - i. Assist with the preparation of the City to testify before legislative bodies;

- j. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);
- k. Work to secure a legislative committee hearing in both chambers and to successfully pass the bill from committees in both chamber;
- l. Work to secure placement of the bill on the calendar in both chambers;
- m. Work to secure passage of the bill in both chambers;
- n. Arrange meetings between the City and legislative leadership as necessary;
- o. Work to secure the Governor's support and ultimately the Governor's signature of the bill; and
- p. Attend and monitor legislative hearings, stakeholder meetings, and negotiations.

3. Expansion of Scope of Services.

- a. Both Parties agree that the scope of services and the compensation related to this Agreement are expressly limited to the services herein and as related to the effort to pass qualified hotel project legislation.
- b. This Agreement does **not** include services to:
 - i. pass or defeat legislation unrelated to the Project,
 - ii. provide legislative advise related to general municipal issues,
 - iii. provide regulatory advise or advocacy at state agencies,
 - iv. consult with the City about the development, structure, or financing of the Project,
 - v. identify third parties capable of delivering the Project of the Project, or
 - vi. advise or assist the City with private letter rulings or applications for rebate regarding the Project.
- c. Any additional services requested by the City will necessitate an amendment to this Agreement or a separate agreement.

4. Consent of Other Similar Clients.

- a. The City acknowledges and consents to FA working to authorize other cities for the same or similar or greater Tax Rebates.
- b. The City understands and acknowledges that the effort to pass legislation may ultimately require the passage of a bill that qualifies other cities for the same or similar program and that the City's qualifying language may ultimately be amended to legislation that qualifies other cities or, alternatively, to legislation that authorizes other laws unrelated to the City's goals.

5. Retainer Compensation & Billing.

- a. In consideration for the performance of the services outlined in this Agreement, the City agrees to pay the Consultant two-hundred thousand dollars (\$200,000) payable in monthly installments for the term of the agreement.
- b. Monthly invoices will be sent on or around the first day of each month and payable by the 15th 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, TX 78746.
- d. The Parties acknowledge and agree that certain administrative and analytical services required by this Agreement may be provided by BCS, an S Corporation located at 3267 Bee Caves Road, Suite 107-72, Austin, Texas 78746 and an affiliate business operation of Focused Advocacy with common ownership, subject to prior concurrence from the City's point of contact, and at no additional fees to the City.

6. Reimbursement of Expenses.

- a. The City agrees to and shall reimburse Consultant three hundred and fifty dollars (\$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. Misc. Provisions.

- a. In accordance with Chapter 2271, Texas Government Code, FA verifies that FA does not boycott Israel and will not boycott Israel during the term of this Agreement.
- b. In accordance with Chapter 2274, Texas Government Code, FA verifies that FA does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- c. In accordance with Chapter 2276, Texas Government Code, FA verifies that FA does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

14. 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.

15. 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)

FOCUSED ADVOCACY

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

Sylvia Carrillo-Trevino

Signature - City of Bastrop

Sylvia Carrillo-Trevino

Printed name & title

07/09/2025

Date

BTL

Signature - Focused Advocacy

Brandon Aghamalian, President

Printed name & title

July 3, 2025

Date