

Agenda Item: Discuss and Consider Approval of Contract Renewal with Ryan Brannan for State Legislative and Agency Support

Background: On January 22, 2019 the Board of Trustees approved the hiring of Ryan Brannan for Government Relations assistance at the State Level and the Park Board entered into a one year agreement with Mr. Brannan which expires October 2019.

Mr. Brannan's efforts for the past nine months have proved very beneficial for the Park Board and Galveston. His assistance during the 2019 legislative session was instrumental in getting full funding for Texas Tourism, continued local control of Short Term Rentals and dedicated funding for the Texas General Land Office Coastal Programs in addition, his work on behalf of the Coastal Windstorm Insurance Coalition resulted in no increases this year by the Texas Windstorm Insurance Agency.

Staff Recommendation: Staff is recommending approval of the contract renewal with Ryan Brannan for one year, effective October 1, 2019 with the option to renew for one additional year.

Funding Source (if applicable): Tourism Development TD70-5204 and Nourished Beach NB70-5204

CONTRACT FOR PROFESSIONAL SERVICES

This contract is entered into between the Galveston Park Board of Trustees (the Board) and W.R. Brannan & Associates, LLC d/b/a/ The Brannan Firm (Brannan).

1. **Independent Consultant:** Subject to the terms and conditions of this Agreement, the Board hereby engages Brannan as an independent consultant to perform the services set forth herein, and Brannan hereby accepts such engagement.
2. **Scope of Services:** In coordination with the Board, Brannan shall perform the following services for the Board:

As part of its lobbying effort, Brannan agrees to:

- Maintain ongoing relationships with key state legislative members and staff responsible for issues of interest to the Board
- Monitor legislative activity that has a potential impact on the Board and their member companies, and give regular updates on activity related to those bills
- Pursue all necessary steps to obtain final enactment into law of proactive legislation as per the agreed comprehensive strategy, and continually update the Board on progress.
- Identify groups and/or legislation in opposition to the Board positions, or that is not friendly to its members or industry and meet to see if can adequately address their concerns or alter the legislation in a way favorable to the Board, and if not, defeat said legislation.

Specifically regarding the executive branch, Brannan agrees to:

- Maintain ongoing relationships with key Governor's office and state agency personnel responsible for issues of interest to the Board and work with them to help build support for the Board legislative objectives
 - Schedule meetings with key agency staff to discuss the Board's positions and communicate client concerns as they arise
 - Include Governor's office in the comprehensive strategy for furthering the positions and objectives of the Board, where beneficial
3. **Term:** Services will be provided beginning effective October 1, 2019, and will operate through September 30, 2020. After September 30, 2020, the contract will renew for a one-year period unless re-negotiated or terminated by the parties.
 4. **Termination:** At any time for any reason, either the Board or Brannan may terminate this Agreement by providing the other party no less than 30 days prior written notice.
 5. **Compensation:** The Board agrees to pay Brannan a monthly retainer for professional services of \$5,000 and pay for reasonable expenses incurred by Brannan in representing the Board. Annual reimbursable expenses by the Board to Brannan shall not exceed \$2,500. Brannan shall submit invoices to the Board as soon as practicable for the prior month's reasonable and

necessary services and the Board shall pay these invoices within thirty (30) days of receipt from Brannan.

6. **Confidentiality**: Each party hereby acknowledges exposure to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical information and development techniques, business, political and financial information, database and other information designated by a party as confidential or proprietary. Confidential Information does not include (i) information independently developed by the recipient; or (ii) information in the public domain obtained through no wrongful act of the party. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information hereunder except as required by order of any court or regulatory agency. Each party shall use the same degree of care in safeguarding the other party's Confidential Information, but in no event shall it use less than due diligence and care.
7. **Conflicts of Interest**. Brannan represents that he is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between him and any third party. During the term of this agreement, Brannan shall devote as much of his productive time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner. Brannan is expressly free to perform services for other parties while performing services for the Board.
8. **Governing Law and Jurisdiction**: This Agreement is deemed to have been made in the State of Texas and shall be governed and construed under the laws of that State. Exclusive venue for any dispute related to this Agreement shall be in Travis County, Texas.
9. **Complete Agreement**: The terms of this Agreement constitute the entire Agreement between both parties and no previous communications, representations or agreements, either oral or written, shall vary the terms of this Agreement. This Agreement is subject to modification if mutually agreed by the parties in writing.
10. **Modification or Amendment**. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

Signed, and agreed to:

W.R. BRANNAN & ASSOC.

Galveston Park Board of Trustees

William Ryan Brannan

By: _____
Kelly de Schaun

Date: _____

Date: _____

The Brannan Firm
1108 Lavaca St. Ste. 110.200
Austin, Texas 78701

The Park Board of Trustees
601 Tremont Street
Galveston, TX 77550