



Agenda Item: Discuss and Consider Approval to Renew Legislative Agenda Support Agreement with Thorn Run Partners

Background: Greg Burn with Thorn Run Partners has advocated for the Park Board on the Federal Level for many years and has resulted in many benefits for Galveston such as the beach nourishment projects, grants and coastal funding.

The current agreement was approved by the board in January 2020 for two years at a cost of \$5,500 per month.

Staff Recommendation: Staff is recommending approval to renew this agreement effective March 1, 2022, with an expiration date of February 28, 2024 at the same rate of \$5,500 per month.

Funding Source (if applicable): Equally split between NB70 - 5204 and TD70-5204.

THORN RUN PARTNERS



MEMORANDUM OF AGREEMENT

The Park Board of Trustees of the City of Galveston, with an address of 601 Tremont Street, Galveston Island, Texas 77550 (hereafter the “Park Board”) hereby retains Thorn Run Partners located at 100 M Street SE, Suite 750, Washington, DC 20003 (hereafter “TRP”) as consultants and advisors with regard to providing professional services in the field of government and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations and grant programs administered by the Federal government. TRP undertakes to monitor and evaluate these issues and to advise the Park Board on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. TRP will perform such services regarding those issues as are mutually agreed to between TRP and the Park Board. Regular reports will be submitted to keep the Park Board apprised of activities.

It is understood that TRP may be required to register for work performed on behalf of the Park Board under the terms of the Lobbying Disclosure Act of 1995, as amended (2 USC § 1601 et seq.) and any subsequent laws or regulations.

In consideration of the performance of these services, the Park Board shall pay to TRP the sum of \$5,500 per month, with such payments due monthly and in advance. The Park Board further agrees to pay all reasonable costs and ordinary expenses such as typical administrative costs including, but not limited to, local and long-distance travel capped at \$2,500 per year. The Park Board represents and warrants that this payment shall not be made with federally appropriated funds. Sums owed by the Park Board to TRP shall accrue interest at a rate of 1.5% per month if unpaid after ninety (90) days.

This Agreement shall be effective on March 1, 2022 and shall continue in effect until February 28, 2024.

This Agreement shall be deemed to be a contract made under the laws of the District of Columbia and for all purposes shall be construed in accordance with said laws. In the event of a dispute between the parties, they mutually consent to jurisdiction in the Superior Court for the State of Texas. The prevailing party shall be entitled to costs and interest on any award at the rate of 1.5% per month to run from ten business days after the date of the award.

This Agreement contains all the terms agreed upon by the Park Board and TRP with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications between the parties dealing with such subject matter, whether oral or written. No waiver, modification, additions or addendum to this Agreement shall be valid unless in writing and signed by both parties.

THORN RUN PARTNERS

Date: _____

By: _____
Gregory D. Burns
Partner

PARK BOARD OF TRUSTEES OF THE CITY OF GALVESTON

Date: _____

By: _____
Kelly de Schaun
Chief Executive Officer