

Item 6 – Contract for Legislative Consultant Services

The 89th Legislative Session begins Tuesday, January 14, 2025, and promises to be an active session for groundwater. With the myriad issues the District has faced over the past eighteen months brings the need for legislative representation to be available throughout the entirety of the session.

The General Manager contacted Sabrina T. Brown about contracting with BVGCD for FY 2025 as a legislative consultant. Sabrina worked in that role for the District up until 2012.

The contract is for one (1) year at \$5,000/month. The contract is attached.

It is the recommendation by the General Manager to execute a contract with Sabrina T. Brown to serve as the legislative consultant to the District during FY 2025 and the 89th Legislative Session.

Sabrina T. Brown

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Austin, Texas 78701
sabrina@stbrown.com
512.236.9661 office
512.415.6047 cell

Letter of Agreement

This is a letter of agreement between Brazos Valley Groundwater Conservation District (Client) and Sabrina T. Brown (Consultant) regarding the representation of the Client before the 89th Texas Legislature and any bodies pertinent thereto during the interim session.

Scope of Representation

Sabrina T. Brown agrees to represent the Client before the Texas Legislature and in so doing agrees to the best of her ability to represent the Client in that capacity.

Time Period

This agreement shall commence on January 1, 2025 and shall terminate on December 31, 2025. The agreement may be renewed at the expiration of their agreement upon the written consent of both parties. This agreement may be terminated by either party upon thirty (30) days prior written notice.

Consideration

Sabrina T. Brown agrees to represent the Client for the sum of \$5,000 per month.

Method of Billing and Payment

The Client agrees to pay Consultant on the first of each month for that month's representation. Consultant understands that there may be unavoidable logistical delays in the issuance of checks by Client and that at least ten (10) days may be necessary for the Client to process and mail payment to Consultant.

Consultant understands that her signing of this letter of agreement constitutes complete loyalty and confidence to the Client. She further understands that the ultimate benefits of this arrangement should be to the Client and that she will work diligently and to her utmost ability to ensure that the Client is represented most adequately and without conflict of interest.

Reports

Consultant agrees to be responsible for preparation and filing of all applicable lobbyist activity reports. She represents that she has registered with the Texas Ethics Commission as a lobbyist and that her registration fee is current. The Client acknowledges that all Lobbyists' reports on file at the Texas Ethics Commission are available for public inspection.

Political Contributions

Political contributions and campaign contributions on behalf of Client are not part of this contract. The Client understands that Consultant attends political events and campaign functions, but such activity is solely on Consultant's own time, and neither Consultant nor her employees explicitly receives any compensation from Client for such activity.

Conflict of Interest

Consultant agrees to assume responsibility that the Client be represented without any actual conflict or the appearance of conflict of interest and shall perform that representation within the laws of the State of Texas and the United States of America. Consultant agrees to comply with conflicts of interest provisions required by law and by the rules and regulation of the Texas Ethics Commission.

Guarantee of Payment

By the signing of this agreement by all parties the Client hereby guarantees full payment of compensation under the letter of agreement.



Sabrina T. Brown

Alan Day

Date: 12/5/24

Date: _____