

A Resolution To Approve A Contract With G.S. Proctor And Associates, Inc. For Professional Lobbying, Grant Writing And Application And Public Relations Services R-37-2015

**City Council of the City of Glenarden, Maryland
2015 Legislation**

Resolution: R-37-2015
Introduced By: Carolyn Smallwood, Council President
Co-Sponsors: At the Request of Administration
Session: Regular Session
Date of Introduction: February 9, 2015

A Resolution To Approve A Contract With G.S. Proctor And Associates, Inc. For Professional Lobbying, Grant Writing And Application And Public Relations Services

WHEREAS, a Request for Bids seeking lobbying, grant writing and public relations services was published and posted by the City; and

WHEREAS, G.S. Proctor and Associates, Inc., submitted a bid to perform the work, a copy of which is attached as Exhibit A; and

WHEREAS, a copy of the proposed contract is attached as Exhibit B; and

WHEREAS, the Council has determined that is it in the public interest to accept the proposal from G.S. Proctor and Associates, Inc., to perform lobbying, grant writing and public relations services for the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, Maryland sitting in Regular Session this 9th day of February, 2015 as follows:

1. That the Consultant Agreement with G.S. Proctor and Associates, Inc., in substantially the form attached as Exhibit B, at a not to exceed price of \$10,000.00 from the 2015 budget, (February 1, 2015 – June 30, 2015) and \$4,000.00 from the 2016 budget (September 1 – October 31, 2015), payable at \$2,000.00 per working month, be and it is hereby approved;
2. That the Mayor be and he is authorized to enter into the contract with G.S. Proctor and Associates, Inc. in substantially the form attached as Exhibit B.
3. That the contract price is payable from the 101010/7130 Professional Services line item of the budget.
3. This Resolution shall take effect immediately upon passage.

Date Approved: February 9, 2015

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Toni Taylor
Toni Taylor, Council Clerk

City Council of Glenarden, Maryland

Abstain
Carolyn Smallwood, President, Ward I

Elaine A. Carter
Elaine A. Carter, Vice-President Ward II

Judy C. Diggs
Judy Diggs, Councilwoman, At Large

Deborah A. Eason
Deborah A. Eason, Councilwoman, Ward II

James A. Herring
James Herring, Councilman, Ward I

Absent
Jennifer A. Jenkins, Councilwoman, Ward III

absent
Maxine Phifer, Councilwoman, At Large

Votes:
Yes -4-
No -0-
Abstain -1-



**REQUEST FOR BIDS RESPONSE
FOR
THE CITY OF GLENARDEN**

G.S. Proctor & Associates, Inc.
14408 Old Mill Road, Suite 201
Upper Marlboro, MD 20772

INTRODUCTION

On behalf of the entire G.S. Proctor team, I am pleased to present our response to Glenarden's Request for Bids for lobbying services. This response will focus on G.S. Proctor's experience relevant to Glenarden's selection factors.

G.S. Proctor is prepared to continue assisting Glenarden with its lobbying, grant writing, and State Bond Bill needs. G.S. Proctor will describe its legislative plan for the these three issues during the course of this response. Of course, G.S. Proctor is ready to work with the City of Glenarden on other legislative and lobbying issues.

Founded in 1995, G.S. Proctor & Associates began its practice working with local Maryland governments on community development issues. By maintaining these relationships while adding new partners, G.S. Proctor has grown into the largest minority-owned lobbying and consulting firm in Maryland. In Prince George's and Montgomery Counties, G.S. Proctor has specialized in community outreach and engagement. The firm provides strategic guidance and message development services to a number of regional and national companies interested in doing business in the Counties.

As you will see in this response, we can offer the lobbying expertise required by Glenarden in its efforts to advocate for Glenarden's legislative priorities during the 2015 General Assembly Session.

Should any questions arise during the consideration of this proposal, please contact me at gsp@gsproctor.com or (301) 952-8885.

Sincerely,

Gregory "Steve" Proctor, Jr.
President/CEO

LOBBYING SERVICES

As the largest minority-owned lobbying firm in Maryland, G.S. Proctor is uniquely positioned to assist the City of Glenarden secure its legislative objectives. In addition to maintaining industry-leading ties with the Prince George's County Delegation and the General Assembly's presiding officers, G.S. Proctor has also secured relationships with key members of the incoming administration of Governor-elect Larry Hogan.

Before the 2015 General Assembly Session begins, G.S. Proctor will assist the City develop its advocacy plan for the coming year. This plan will take into account City needs and the political realities that will govern the upcoming session. If appropriate, G.S. Proctor will organize these discussions around the first of two retreats the firm will organize for the City Council.

During the 2015 Session, G.S. Proctor will work with the City to advance its legislative agenda. Most of the issues relevant to the City will come up during the Prince George's Delegation meetings. G.S. Proctor will send a lobbyist to every Delegation meeting to represent Glenarden's interests and alert the City of new developments.

G.S. Proctor will also provide the City updates about changes to the general political landscape- which issues are being hotly debated, who is leading the discussion on particular issues, and which initiatives are losing momentum- to help the City better craft policy.

ASSISTING WITH GRANTS

As the City's current lobbyist, G.S. Proctor has assisted the City in securing and administrating a number of grants. The firm has worked directly with City leadership and agencies like the Glenarden Police Department to secure grants from the State of Maryland to support important City services. The firm will continue these efforts if it is selected to continue as the Glenarden's lobbyist and has plans to expand the scope of its assistance to the City.

In addition to continuing to work with the State of Maryland and Executive Branch Agencies like the Governor's Office of Crime Control and Prevention (GOCCP), G.S. Proctor will assist the City of Glenarden identify grants on the Federal level that are relevant to its economic development goals. For example, the firm is currently investigating opportunities at the Environmental Protection Agency and through the Community Block Redevelopment Grant Program that would support the City's desire to repay certain City roadways.

G.S. Proctor is also prepared to continue supporting the City of Glenarden in administering the grants it has already secured. The firm has worked very closely with the Glenarden Police Department to track and report on the collection of grants it has secured from GOCCP. G.S. Proctor is prepared to assist other City agencies and departments as necessary with other grant administrative issues.

STATE BOND BILLS

In addition to assisting the City with grant applications and administration, G.S. Proctor has worked very closely with City leadership over the past few years to secure State Bond Bill funding for key priorities. G.S. Proctor proposes to continue working with the City to fund its priorities through securing new bond bills and keeping current funding available through the extension process.

An important part of the State Bond Bill process is ensuring the funds approved in prior Bond Bills remain available to the grantee while matching funds are secured. G.S. Proctor has been working with the City on filing extension on several Bond Bills the City and G.S. Proctor secured in previous years. These extensions have been approved in the past, and G.S. Proctor is able to continue working with the General Assembly to extend the Bond Bill funding the City has already secured.

G.S. Proctor is proposes to work with City leadership to secure new bond bills to fund key City priorities. These Bond Bills will support City needs and contribute to supporting the quality of life of the City's residents. G.S. Proctor will assist the City in identifying potential projects that are appropriate for Bond Bill funding, assist the City in putting together its application, secure sponsors from the Prince George's Delegation, and advocate for passage of the Bond Bills during the General Assembly Session.

PRICE PROPOSAL

G.S. Proctor proposes to continue serving as the City's lobbyist for **\$2,000 a month**, with a contract period of 12 months.

CONTACT INFORMATION

Annapolis, MD
29 Francis Street
Annapolis, MD 21401
Office: (410) 280-5088
Fax: (410) 280-1618

Upper Marlboro, MD
14408 Old Mill Road, Suite 201
Upper Marlboro, MD 20772
Office: (301) 952-8885
Fax: (301) 952-0290

Washington, D.C.
400 North Capitol Street, NW
Suite 585
Washington, D.C. 20001
Office: (202) 347-5224

CONSULTANT AGREEMENT

THIS CONSULTANT'S AGREEMENT (the "Agreement") effective the 1st day of February, 2015, by and between THE CITY OF GLENARDEN (the "City"), a municipal corporation of the State of Maryland, whose address is 8600 Glenarden Parkway, Glenarden, Maryland 20706, and G.S. Proctor and Associates, Inc. hereinafter referred to as "Consultant," whose address is 14408 Old Mill Road, Suite 201, Upper Marlboro, MD 20772

WHEREAS, Consultant desires to act for the City as an independent Contractor to provide professional lobbying services at the state and local level, grant writing and application services, and public relations services for the City of Glenarden; and

WHEREAS, the City desires that Consultant provide such services.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment.** The City hereby engages Consultant, as an independent contractor and not as an agent or employee of the City, to provide certain professional lobbying services at the state and local level, grant writing and application services, and public relations services for the City, and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in a prompt and workmanlike manner, and in conformance with standards in the industry. The following Consultant services are included as part of this Agreement:

- a. To provide professional lobbying of elected representatives, appointed officials and government representatives, on the state and local level, and with community associations and others, as directed by the City of Glenarden;
- b. To assist, arrange and prepare for public meetings and present information to community groups and others at such meetings;
- c. To maintain communication with, and provide information to, the Mayor and City Council as to the work provided under this Agreement;
- d. To act as the City's agent in lobbying and consulting on issues of importance to the City;
- e. To provide assistance to the City with respect to grant requests and applications, as directed by the Mayor and City Manager;
- f. To provide monthly written reports of all activities and work engaged in pursuant to this Agreement, on or before the 15th day of the each month, beginning in January, 2014, and to meet with the Mayor and Council once per month to discuss progress under the contract;
- g. To provide public relations assistance to the City at the direction of the Mayor and City Manager; and
- h. To organize and direct one full one day retreat for the Mayor, Council and City Manager, to take place in the fall of 2015, to focus on project priorities, and funding sources, and to discuss the 2016 State Legislative Session. The actual date for the retreats is to be set by agreement of the parties.

3. **Contract Term.** This Agreement shall be for a term of February 1, 2015 through June 30, 2015 and September 1, 2015 through October 30, 2015.

4. **Contract Price.** The City agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement the sum of Fourteen Thousand Dollars (\$14,000.00), payable in equal monthly installments of \$2000.00 per month from February, 2015 through June, 2015 and in September and October, 2015, which shall include all incidental costs including, but not limited to, travel, printing, copying, binding, telephone and photographs. The City shall be invoiced by the 30th of each month and payment will be made by the 20th of the succeeding month.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

Certifications and Affirmations as required by the City, including verification of registration as a lobbyist and insurance certification form.

6. **Other Payments; Expenses; Taxes.** The City will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of his obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent Consultant of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments,

Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent Consultant by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Consultant will name the City of Glenarden as an additional insured.

A. Comprehensive general liability insurance - bodily injury of \$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate, and

B. Automobile fleet coverage - \$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate.

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. The City will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the City. This percentage is subject to change. The Consultant will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

The City shall be named as an Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance. A Certificate of Insurance

shall be provided to the City by the Contractor within ten business days after the award of the contract. The Certificate shall demonstrate that the Contractor has complied with the requirements of this section and be in a form acceptable to the City.

Provision of any insurance required herein does not relieve consultant of any of the responsibilities or obligations assumed by the consultant in the contract awarded, or for which the consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

8. **Indemnification.** Consultant shall indemnify and hold the City harmless from and against all actions, liability, claims, suits, damages, risk of loss, and costs or expenses of every kind and description, including attorneys fees, arising directly or indirectly out of the performance of this Agreement, whether caused by negligence on the part of the Consultant, its agents, employees, or subcontractors, or by other causes.

9. **Licenses, Applicable Laws.** Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations.

10. **Materials and Standard of Work.** All work performed, and material provided, pursuant to this Agreement shall be in conformance with standards and specifications for the industry and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Consultant at Consultant's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Consultant.

11. **Subcontracting.** The Consultant may not subcontract any work required under this Agreement without the consent of the City. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

12. **Accurate Information.** The Consultant certifies that all information provided in response to the invitation to bid or other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and terminate this contract.

13. **Errors in Specifications.** The Consultant shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. **Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15. **No Assignment.** This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. **Relief.** The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the City's entitlement to seek ex parte,

preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

17. **Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. This provision shall not limit the City in exercising any other rights or remedies it may have.

18. **Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

19. **Notices.** All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

City Manager
City of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706

Gregory S. Proctor, President
G.S. Proctor and Associates, Inc.
14408 Old Mill Road, Suite 201
Upper Marlboro, MD 20772

20. **Costs.** In the event the a party is required to enforce this Agreement and the other party is determined to have violated any provision of this Agreement, the breaching party shall reimburse the other party for all costs of the proceedings including reasonable attorneys fees.

21. **Enforcement Provisions.** The failure of the City or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

23. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. **Set-Off.** In the event that Consultant shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the City.

25. **Conflicts.** Consultant shall immediately disclose to the City any conflicts between the interests of the City and those of Consultant or any of its clients.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

CITY OF GLENARDEN

By: _____
Carolyn Smallwood, Council President

WITNESS:

G.S. PROCTOR AND ASSOCIATES, INC.

By: _____

Name: Gregory S. Proctor

Title: President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Suellen M. Ferguson
City Attorney