

R-14-2022 A Resolution to Approve Contract with G.S. Proctor and Associates, Inc. for Professional Lobbying, Grant Writing, Applications, and Public Relations Services

**City of Glenarden, Maryland
2022 Legislation**

Resolution No: R-14-2022
Introduced By: Derek D. Curtis, II, Council President
Co-Sponsors: At the request of the Administration
Session: Regular Meeting
Date of Introduction: Monday, February 14th, 2022

Resolution

A Resolution to Approve Contract with G.S. Proctor and Associates, Inc. for Professional Lobbying, Grant Writing, Applications, and Public Relations Services

WHEREAS, the City wishes to hire an independent contractor to provide professional lobbying services at the state and local level, grant writing, application services, and public relations services for the City of Glenarden; and

WHEREAS, G.S. Proctor & Associates, Inc., has agreed to act 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 of Glenarden will ask G.S. Proctor & Associates, Inc. to secure funding for projects in the city in the form of grants, bond bills, and will lobby on the behalf of the City of Glenarden during the state of Maryland's 2022 legislative session, and

WHEREAS, city staff has negotiated a contract with G.S. Proctor & Associates, Inc., a copy of which is attached as Exhibit A; and

WHEREAS, the City of Glenarden has obtained three quotes attached hereto as Exhibit A, Exhibit B, and Exhibit C for consideration, to award a consulting contract supporting the City of Glenarden; and

WHEREAS, the council has determined that the contract shall be awarded under Section 825 of the Charter. Notice inviting potential contractors to submit proposals has been given in at least one newspaper of general circulation in the city at least five days prior to the awarding of the contract.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, sitting in Special Regular Session this 22nd day of February 2022 that:

R-14-2022 A Resolution to Approve Contract with G.S. Proctor and Associates, Inc. for Professional Lobbying, Grant Writing, Applications, and Public Relations Services

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1. Under this resolution, provisions are made for extending contractual agreements with G.S. Proctor & Associates without the need for a new resolution so long as annual reviews conducted by the City Council find the services provided and delivered are both equitable and beneficial to the city of Glenarden Maryland to extend the contract
2. The City of Glenarden is hereby authorized to enter into a one (1) year contract with G.S. Proctor & Associates.
3. G.S. Proctor & Associates agrees to provide professional lobbying of elected representatives, appointed officials, and government representatives, on the state and local level, and community associates and others, as directed by the City of Glenarden.
4. G.S. Proctor & Associates will assist, arrange, and prepare for public meetings (as approved by the City Council) and present information to community groups and others at such meetings.
5. G.S. Proctor & Associates will maintain communication with and provide information to the Mayor and City Council as to the work provided under this agreement.
6. G.S. Proctor & Associates will provide monthly written reports of all activities and work engaged in pursuant to this Agreement, on or before the 15th day of the month following the activity period.
7. This contract amount under this agreement is twenty-four thousand (\$24,000) payable in twelve equal monthly installments of \$2,000.00 per month.
8. The Resolution shall take effect immediately upon passage by City Council.

Exhibit A – G.S Proctor & Associates Proposal
Exhibit B – Old Line Lobbying Proposal
Exhibit C – Ashlar GR Proposal

Date Approved: _____

ATTEST: _____ City Council of Glenarden

R-14-2022 A Resolution to Approve Contract with G.S. Proctor and Associates, Inc. for Professional Lobbying, Grant Writing, Applications, and Public Relations Services

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Victoria Lewis, Council Clerk

Derek D. Curtis, II, Council President

Angela D. Ferguson, Council Vice President

Erika L. Fareed, Councilwoman

Kathleen J. Guillaume, Councilwoman

James A. Herring, Councilman

Maurice A. Hairston, Councilman

Robin Jones, Councilwoman

Yes _____
No _____
Abstain _____

SCOPE OF WORK

APPROACH TO ADVOCACY

The mission of G.S. Proctor & Associates, Inc. (G.S. Proctor) is to provide our clients with the most effective lobbying and advocacy representation as determined by our clients' interests and objectives. G.S. Proctor's goal is to provide services with integrity, professionalism, and continuous courteous service. Through our successful and cohesive teamwork, we achieve client goals by utilizing the highest standards of excellence and ethical representation.

In our service to City of Glenarden, G.S. Proctor will endeavor to develop a robust network of local, state and federal government stakeholders who will help navigate governmental, grant and appropriations matters. This approach will be underscored by a robust outreach and relationship development effort. Moreover, G.S. Proctor will develop the City of Glenarden governmental body – recruiting a community of partnerships within the state as ambassadors for the City's agenda and appropriations funding matters.

G.S. Proctor also has extensive experience in developing Public Private Partnerships. We would be more than happy to assist City of Glenarden where appropriate, in any effort to attract private capital to assist with infrastructure investments for City.

This scope of work is designed to provide to measure our progress and provide opportunities for amendments, revisions, and expansions to achieving the goals of The City of Glenarden.

SCOPE OF WORK OUTLINE:

- a. To provide professional lobbying of elected representatives, appointed officials and representatives, on the state and local level, 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 Agreement, on or before the 15th day of each month, beginning in January 15th, and to meet with the Mayor and Council once per quarterly to discuss progress under the contract;

g. To provide public relations to the City at the direction of the Mayor, City Council and City Manager; and

h. To organize and direct at least one day retreats for the Mayor, Council and City Manager, to focus on project priorities, and funding sources, and to discuss the previous or upcoming State Legislative Session. Actual date for the retreat are to be set by agreement of the parties.

Engagement Agreement

This AGREEMENT is made this _____ day of _____, 2021, between G.S. Proctor & Associates, Incorporated, a Maryland corporation, and G.S. Proctor, individually ("Proctor") and **The City of Glenarden** ("Client") located at James R. Cousins, Jr., Municipal Center – 8600 Glenarden Parkway, Glenarden, Maryland 20706.

Recitals

Proctor is a regulated state lobbyist licensed by the Maryland Ethics Commission in accordance with applicable law.

Proctor also acts as a local lobbyist before the Prince George's County Council.

Client wishes to engage the services of Proctor, as an independent contractor and not an employee of Client, to render services on behalf of Client on the terms and conditions set forth below and Proctor has agreed to be so retained.

Now, therefore, in consideration of the mutual promises herein contained and for other considerations, the receipt and sufficiency of which are acknowledged, Client hereby retains Proctor and Proctor agrees to act as its representative in connection with the services set forth below.

1. Proctor shall perform the following services on behalf of Client:

SEE SCOPE OF WORK ATTACHED

(a) Register as a lobbyist on behalf of Client with the Prince George's County Ethics Commission or Maryland State Ethics Commission as applicable and file such reports as are required by and otherwise conduct itself in accordance with applicable law.

(b) To the best of its ability, lobby on behalf of Client before the Maryland General Assembly or Executive Branch or Prince George's County Council as directed from time to time by Client in relation to the following matters: **Professional lobbying services at the state and local level, grant writing and application services, and public relations services**, or such other matters as may be subsequently designated by client in writing and agreed to by Proctor.

(c) Assist in the preparation and presentation of information to the branch of local or state government being lobbied, if any, and speak at legislative and other hearings, as necessary.

(d) Consult and communicate with Client, through its designated representatives, on a regular basis.

2. G.S. Proctor, as principal officer of Proctor, will have primary responsibility for representation of Client in the above-specified matters, however, it is agreed that other employees of Proctor may be utilized as, in the reasonable judgment of G.S. Proctor, are required to provide the most beneficial service to Client.

3. Client agrees to promptly complete, execute and return to Proctor such forms as may be required to be filed with the branch of government being lobbied or otherwise dealt with by Proctor.

4. Unless terminated in accordance herewith, the term of this Agreement shall commence as of **October 15, 2021, terminating on October 14, 2022**. Client agrees to pay Proctor for the services to be rendered payable as follows:

- **\$2,000.00** in advance on the **1st** (first) of each month unless and until such relationship is terminated, in which event payments shall be prorated through the date of termination. Client is not in any way paying Proctor on a contingent fee basis and Proctor acknowledges that he is not and cannot be paid on a contingent fee basis.

5. Proctor represents that in no event shall it, its officers, directors, or employees be directly or indirectly involved concerning competing or contrary positions upon the same matter at the same time and in no event shall any information confidentially disclosed by Client to Proctor be used to benefit or discussed with any person other than Client or its attorneys or other representatives. Either Proctor or Client may, for any or no reason, terminate this Agreement at any time upon 30 days' prior written notice.

6. This Agreement is not assignable.

7. It is expressly agreed that any amount unpaid after thirty (30) days will bear interest at the rate of one percent (1%) per month from the billing date, which is the equivalent of twelve percent (12%) per annum.

8. In the event of litigation involving this Agreement, the parties: consent to the jurisdiction in the Circuit Court for Prince George's County; and the appellate courts of Maryland; agree that the laws of the State of Maryland shall govern; and further agree that the substantially non-prevailing party,

as determined by a Court, shall be responsible for the payment of all costs of litigation of the prevailing party, including but not limited to reasonable legal fees.

9. The terms of this Agreement are confidential and shall not be disclosed except as mutually agreed by the parties or as ordered by a court.

10. This instrument contains the entire Agreement between the parties concerning the subject matter hereof. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged into this Agreement. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Each party hereby acknowledges that in executing this Agreement that have not been induced, persuaded, or motivated by any promise or representation made by the other, unless expressly set forth herein.

11. The parties warrant full authority to execute this Agreement.

AGREED this _____ day of _____, _2021_.

G.S. PROCTOR & ASSOCIATES, INC. CITY OF GLENARDEN

By: _____
Gregory S. Proctor, Jr.
President & CEO

By: _____
Casheena Cross
Mayor



OLD LINE GOVERNMENT AFFAIRS

n.b. Nemphos
Braue affiliate

Your Trusted Partner and Advocate

Legislative Lobbying, Procurement and Regulatory Affairs

Old Line Government Affairs, a subsidiary of Nemphos Braue LLC, is a Maryland government affairs consulting firm with strong relationships in state and local government. Our balanced political affiliations foster harmony and trust in the pursuit of our clients' goals, and our team's diverse background in law, business and elected office provides strategic insight to elevate our clients' voice in the legislative and executive branches.

PROPOSAL PACKET

PRESENTED TO:





PROPOSAL FOR SERVICES

OVERVIEW

It is our understanding that the City of Glenarden is seeking assistance for lobbying and advocacy services partner that can effectively create partnerships within the state that align with the city's objectives and funding matters. The City also hopes to foster private partnerships as well as public partnerships to assist the city with reaching its objectives and appropriation goals. The City, with the assistance of Old Line Government Affairs, would like to attract private capital to help with infrastructure investment. The City of Glenarden expects Old Line Government Affairs has the experience with garnering support from MD State government officials and can represent the city adequately in Annapolis. We also understand that the City of Glenarden needs monitoring of all legislation to determine whether there is impact to the interests of the City, in addition to monitoring and lobbying, upon request, of the Prince George's County Council. The City of Glenarden is seeking support for monitoring and advisory around grants due to the City's Police Department receiving a large amount of funding through grant vehicles and the City will also have projects in the future for which they may be grant eligible.

PROPOSAL

Our diverse team of consultants would provide the City of Glenarden effective and professional lobbying of elected representatives, appointed officials, and representatives, on the state and local level, with community associations and others, as directed by the City of Glenarden. We will provide access to members of the Maryland General Assembly and serve as boots on the ground coverage throughout the legislative process, acting as the City's agent in lobbying and consulting on issues of importance to the City. With respect to tracking all pertinent legislation, we would read through all introduced bills and provide a summary for the City of Glenarden's review. We would provide written and/or oral testimony as requested and educate legislative members about the basis for the positions of the City of Glenarden on those bills. We will support the City of Glenarden from an advisory perspective in regard to grant requests and applications, as directed by the Mayor or City Manager.

Utilizing Salesforce, we will provide monthly written reports of all activities and work related to our engagement and schedule quarterly meetings with the Mayor and Council to discuss progress under the contract. Additionally, the Old Line Team will make themselves available for regularly scheduled calls to strategically map out a road to success and answer questions related to legislation that affects their constituency. Our team will work with our network of partners to provide public relations to the City at the direction of the Mayor, City Council and City Manager as well as organize both a legislative preview as well as a post-session wrap up of all activities related to the City for the Mayor, Council and City Manager, to focus on project priorities, and funding sources. We propose to provide our services for a monthly fee of \$1,666.66 under the terms of our standard consulting agreement.

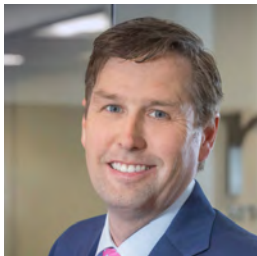


OLD LINE GOVERNMENT AFFAIRS

n.b. NEMPHOS
BROOK affiliate
ATTORNEYS AT LAW



Old Line Government Affairs is one of the few government affairs firms in Maryland to have representation across the aisle regardless of the current political landscape. The varied backgrounds of our government affairs team offer our clients a level of service and experience that is unrivaled in the industry.



Tim E. Braue

PRESIDENT

Tim E. Braue served as the Deputy Appointments' Secretary during the Republican administration of Governor Robert L. Ehrlich, Jr. under then Appointments' Secretary, and current Governor, Larry Hogan. His access to the Hogan Administration is unmatched in Maryland. He also led key components of Governor Hogan's transition team. Tim's extensive experience as a corporate transactional attorney provides the unique combination of business acumen and political access to our clients.



American Joe Miedusiewski

SENIOR GOVERNMENT AFFAIRS DIRECTOR

American Joe Miedusiewski served in the Maryland House of Delegates and the Maryland Senate as a Democrat for a combined 20 years. He then ran second to Parris Glendening in the Democratic primary election for Governor in 1994. Joe has been a lobbyist representing the private sector for over 25 years. Joe's background as a legislator, business owner and lobbyist provides clients with the depth and breadth of access and experience they expect.



Sherry Dudley Nickerson

GOVERNMENT AFFAIRS DIRECTOR

Sherry Dudley Nickerson is an experienced lobbyist and policy advisor who has spent more than 15 years advancing client interests, shaping policy positions and building strong relationships with federal and state government officials in both Florida and Maryland. She supports existing clients and cultivates relationships with key decision makers, underscoring the firm's commitment of providing a high level of service with representation across the aisle.



Derrick Covington

GOVERNMENT AFFAIRS SPECIALIST

A graduate of George Washington University, Derrick Covington uses his background in legal research and political science to support both firm operations and client services as a Government Affairs Specialist. Prior to joining Old Line Government Affairs, Derrick led a research team focused on telecommunications and contract law as a Research Assistant at his alma mater.



OLD LINE GOVERNMENT AFFAIRS

n.b. NEWMARKET
BROOK affiliate
ATTORNEYS AT LAW

More than 100 years combined experience in
state and local government affairs

Balanced political affiliations

AREAS OF WORK

- State and local lobbying
- Contract procurement
- Regulatory issues

OUR SUCCESSES

- Helped client win a 5-year, \$100 million contract with the state of Maryland
- With legislation around sports betting, ensured updated language around objectionable bets for the NFL to protect players
- Through an adjustment to language in a bill, helped municipally owned utilities save money and pass along millions of dollars in savings to local taxpayers
- Passed local preference reciprocity for Maryland architects to compete fairly for state projects
- Solved tax challenges for online businesses selling cigars to more accurately calculate and predict finances
- Helped preserve procurement contract with the Maryland Department of Health
- Monitored permitting process for transport of 510-ton steam generators
- Passed prohibition on counterfeit airbags—only the 12th state in the nation to do so
- Helped secure legislation providing regulatory predictability for the travel insurance industry—only the 2nd state to accomplish this feat
- Passed limits on fees to consumers of debt settlement products

In the News

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"The strong relationships Joe has nurtured over the years with legislative and executive leaders is clearly apparent. Joe played a critical role in drafting a bill and testimony that resulted in the passage of legislation outlawing the sale of counterfeit replacement airbags. His ability to communicate our position to the legislative leadership and administration officials created an awareness of the potentially deadly hazards posed to Marylanders by traffickers of counterfeit and non-functional replacement airbags and restraint system components. As a result of Joe's efforts, Maryland became the 12th state in the country to enact such a law."

Ember Brillhart

Manager, State Relations, Honda of North America

“

"The team at Old Line Government Affairs provides a valuable service to FEI in the state of Maryland. They are very engaged with our operations and give credence to the notion of being strategic advisors navigating the complex landscape of state government. Our team at FEI relies on Old Line's bipartisan access, varied experiences, and thoughtful advice to help us move forward in Maryland."

Dave Castille

COO, FEI Systems



REPRESENTATIVE TRANSACTIONS & EXPERIENCE

Lobbying | Procurement | Regulatory

- Insurance regulatory advocacy representing MetLife, AFLAC, Liberty Mutual Insurance, Chesapeake Employers' Insurance Company, and other leading insurers.
- Addressing timely topics including telehealth with health related regulatory advocacy, including representation of University of Maryland Medical System, Kaiser Permanente, Bon Secours Health, CVS Health and Quest Diagnostics.
- Real estate lobbying for major developments throughout the Baltimore/Washington region.
- Advocating for clients to address tax challenges, and representing associations in industries ranging from landscaping to canning to cigars.
- Government affairs consulting work for major companies with prospective operations in Maryland, including Honda, Caterpillar, Wegmans, and Suez and multiple energy providers including NRG, Easton Utilities, Brookfield Renewable Power and more.





REPRESENTATIVE TRANSACTIONS - continued

Lobbying | Procurement | Regulatory

- Helped client win a 5-year, \$100 million contract with the state of Maryland. Helped client maintain state contract through lobbying the Board of Public Works.
- Passed prohibition on counterfeit airbags. Only the 12th state in the nation to do so. Passed limits on fees to consumers of debt settlement products.
- Passed local preference reciprocity for Maryland architects to compete fairly for state projects. Passed \$700,000 in bond bills for renovation of the Garrett-Jacobs Mansion.
- Passed amendment for cemetery to retain historic exemption from state oversight. Monitored permitting process for transport of 510-ton steam generators.
- Expedited permit to transport stone roll via 400-mile trip, on time.
- Passed law requiring Maryland college students to be immunized with meningococcal vaccine. Helped secure health insurance exchange contract for the state of Maryland.
- Helped secured Smart Bus software contract with the Maryland Transit Administration.
- Amended Governor O'Malley's health exchange legislation to require additional legislative oversight of the state of Maryland's activities related to the state health insurance exchange.
- Helped secure legislation providing regulatory predictability for the travel insurance industry. Maryland was the second state to accomplish this feat.
- Helped preserve procurement contract with the Maryland Department of Health. Helped Medicaid care organization get reinstated as a carrier with the state of Maryland.





OLD LINE GOVERNMENT AFFAIRS

n.b. NORTH BALTIMORE affiliate
ATTORNEYS AT LAW

OUR CLIENTS



THE GARRETT-JACOBS MANSION



TIM BRAUE

PRESIDENT

Tim E. Braue is President of Old Line Government Affairs, a subsidiary of Nemphos Braue LLC, for which he is a Founding Member. Prior to forming NB Law and Old Line Government Affairs, Mr. Braue served in high-level positions in both the federal and Maryland state governments. Mr. Braue served in the White House as Deputy Associate Director of Presidential Personnel, was appointed by President George W. Bush to be Counsel to the Attorney General in the U.S. Department of Justice, and was named Deputy Appointments Secretary and served with the current Governor of Maryland, Larry Hogan Jr.

He led Governor Hogan's transition team for economic development and education agencies and served as the chairman of the Harford County Judicial Nominating Commission. In 2018, Mr. Braue was appointed by Governor Hogan to be a Member of the Task Force to Study State Alcohol Regulation, Enforcement, Safety, and Public Health.

Mr. Braue has worked at some of the largest corporate practice law firms in the world, leading transaction teams in complex, multibillion-dollar financing and acquisitions.

Admitted to practice in Maryland, Mr. Braue is a 1997 cum laude graduate of Valparaiso University Law School and a 1992 graduate of St. Mary's College of Maryland with degrees in Economics and Political Science.



TEBraue@nemphosbraue.com



410-337-0500

Awards

- Appointed by Governor Hogan to be a Member of the Task Force to Study State Alcohol Regulation, Enforcement, Safety, and Public Health 2018
- Center of Influence Award Smart CEO Magazine 2016
- Chairman, Harford County Judicial Nominating Commission Governor Larry J. Hogan, Jr. 2015-2019
- Chair, Governor Hogan Transition Team (Business, Economic Development & Education) Governor-Elect Hogan 2014
- Deputy Secretary, Governor's Appointments Office - Governor Robert L. Ehrlich, Jr. 2003-2006
- Member, Governor's Commission on the Structure & Efficiency of State Government (Mandel Commission) Secretary Larry Hogan 2003
- Counsel to the Attorney General of the United States of America John Ashcroft 2002
- Deputy Assistant Director of Presidential Personnel President George W. Bush 2001
- Bush-Cheney Transition Team President-Elect Bush 2000



JOE MIEDUSIEWSKI

SENIOR GOVERNMENT AFFAIRS DIRECTOR

American Joe Miedusiewski is Senior Government Affairs Director for Old Line Government Affairs. Mr. Miedusiewski served in the Maryland House of Delegates from 1975-1988, the Maryland State Senate from 1988-1995 and was a candidate for Governor in Maryland's 1994 Primary Election. He has been a lobbyist representing the private sector for 23 years. His background as a legislator, business owner, and lobbyist provides clients the depth and breadth of access and experience they expect.

Prior to joining Old Line Government Affairs, he was the chair of the Government Affairs practice with Semmes, Bowen & Semmes in Baltimore. While in elected office, American Joe was a member of the Senate Economic and Environmental Affairs Committee and Chair of the Alcohol Beverage Subcommittee. He also created the Maryland Film Commission, generating tens of millions of dollars in economic activity annually.

Mr. Miedusiewski is also a speaker, seminar leader, and trainer on state government lobbying to national and local clients. He is a graduate of University of Baltimore.

What's In A Name? The Story Behind "American Joe"

Miedusiewski's Polish grandfather, Josef Mioduszewski, opened the popular bar American Joe's in 1923, and his father Frank Miedusiewski, kept the name when he later assumed ownership. When Frank Miedusiewski ran for the House of Delegates in 1970, he lost by a few hundred votes because some people knew him only as "American Joe" and not by his legal name.

His son, Joseph Francis Miedusiewski, ran for the House and won in 1974 - but not before legally changing his name to American Joe. The memorable name stuck, and American Joe won five consecutive elections.



americanjoe@oldlinelobbying.com



410-337-0500

Professional Activities

- Maryland House of Delegates 1975 - 1988
- Chairman of the Baltimore City House Delegation 1988
- Maryland State Senate 1988 - 1995
- Chair of the Licensing and Regulation and the Alcohol Beverage subcommittees
- Democratic candidate for governor 1994
- Board Member, Consumer Credit Counseling Services
- Former Member, UB Yale Gordon College of Liberal Arts Advisory Council
- Former Member, UB College of Public Affairs Advisory Council



SHERRY DUDLEY NICKERSON

GOVERNMENT AFFAIRS DIRECTOR

Sherry Dudley Nickerson is an experienced lobbyist and policy advisor with an extensive background advancing client interests and shaping policy positions while developing relationships with federal and state government officials. As Government Affairs Director for Old Line, she supports existing clients and develops new relationships to extend the firm's commitment to providing a high level of service with representation across the aisle.

Ms. Nickerson established a strong government lobbying foundation while at Poole & McKinley (formerly Dutko Worldwide) in Tallahassee, Florida, where she advocated for public policies and provided political advice to clients. For more than 15 years as a lobbyist and governmental affairs consultant in both Florida and Maryland, she identified, monitored, and analyzed proposed legislation impacting client activities, and championed points of view that strategically positioned her clients for success, working closely with executives and leaders to solidify and amplify their key positions.

An analytical strategist and detail-focused leader, Ms. Nickerson also served as a policy advisor to a congressman from Florida on issues such as capital markets, securities and investments, housing, insurance and international monetary policy. She also has experience lobbying both state and federal governments for several financial services companies.

It was this experience in finance that then propelled Ms. Nickerson to the client side, serving most recently as a financial advisor for Morgan Stanley Wealth Management of Hunt Valley. Pairing her analytical background with a passion for customer service, she helped clients preserve, perpetuate and build their wealth and financial security with tax efficient investment strategies.

Ms. Nickerson earned her undergraduate degree in Social Science at Florida State University and her Master's in Experimental Psychology from Towson University, graduating with honors.



sdnickerson@oldlinelobbying.com



410-337-0500

Professional Activities

- Board Member, Starboard Society
- Founding Member of National League of Women Lobbyists
- Founding Member of Tallahassee 25, 1997-2001
- Ortus Academy, Advisory Board Member 2016
- Founding Member and Vice President, CRAB Networking
- Member of Women in Government Affairs



OLD LINE GOVERNMENT AFFAIRS

n.b. | MEMBERSHIP affiliate



DERRICK COVINGTON

GOVERNMENT
AFFAIRS SPECIALIST



djcovington@nemphosbraue.com



410-337-0500

A graduate of George Washington University, Derrick Covington uses his background in legal research and political science to support both firm operations and client services as a Government Affairs Specialist.

Prior to joining Old Line Government Affairs, Mr. Covington led a team engaged in legal research at George Washington University as a Research Assistant, where he focused on contract and telecommunications law. Drawing on past experience with the Family Law Administration Circuit Court for Carroll County, as well as Maryland State Retirement Agency, Mr. Covington brings a keen eye for detail to our team and his work.

In addition to his work with the Old Line Government Affairs team, Mr. Covington supports clients as a Law Clerk with our corporate law affiliate, Nemphos Braue.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MASON & CARTER INC 30722899 23 SOUTH STREET BALTIMORE MD 21202	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED NEMPHOS BRAUE LLC 210 W PENNSYLVANIA AVE STE 200 TOWSON MD 21204-5305	INSURER A : Hartford Underwriters Insurance Company 30104	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			30 SBA AK1SA7	02/01/2022	02/01/2023	EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$4,000,000
	OTHER:						PRODUCTS - COM/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY			30 SBA AK1SA7	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
	HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			30 SBA AK1SA7	02/01/2022	02/01/2023	EACH OCCURRENCE \$3,000,000
	DED <input type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	30 SBA AK1SA7	02/01/2022	02/01/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT
							E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	Employee Benefits Liability			30 SBA AK1SA7	02/01/2022	02/01/2023	Each Claim Limit \$2,000,000 Aggregate Limit \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Suan F. Castaneda</i>

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GOVERNMENT AFFAIRS CONSULTING AGREEMENT

THIS GOVERNMENT AFFAIRS CONSULTING AGREEMENT (“Agreement”) is effective as of this 14th day of January, 2022 by and between the City of Glenarden (the “Client”) having offices at 8600 Glenarden Parkway, Glenarden MD 20706, and Old Line Government Affairs, LLC (“Old Line”), a consulting and government affairs firm having its principal place of business at 210 W. Pennsylvania Avenue, Suite 200, Baltimore, MD 21204, upon the terms and conditions set forth below.

RECITALS

The Client desires periodic consultation with Old Line in connection with the ongoing business and professional operations of the Client;

Old Line is willing to provide such consulting services to the Client; and

Old Line and the Client enter into this Agreement upon the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, for the consideration set forth in this Agreement and intending to be legally bound hereby, Old Line and the Client agree as follows:

1. **Retention as a Consultant, Term.** The Client hereby retains Old Line as a consultant to Client and as an independent contractor, and Old Line agrees to provide consulting services to the Client on a yearly basis beginning January 14, 2022 and ending on January 14, 2023 (the “Term”). This Agreement will automatically renew at the end of the Term for another one-year term (each additional one-year term, an “Extension Term”) unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term. This Agreement may be terminated by either party for any reason upon sixty (60) days written notice.

2. **Scope of Services.** Old Line shall provide government affairs consulting services to Client in accordance with the scope of services set forth in Exhibit A (the "Services").

3. **Old Line's Performance, Limitations, Services Not Legal Services.** Old Line shall devote reasonable efforts and time necessary and appropriate to perform the Services. The parties acknowledge that there are no representations, either expressly or implicitly given, as to results to be obtained or methods to be employed by Old Line, and Old Line disclaims any implied warranties merchantability or fitness for a particular purpose. Additionally, in no case does Old Line hold itself out to be a law firm nor does Old Line provide legal advice, thus Client's relationship with Old Line is not an attorney-client relationship. The Services provided by Old Line are not legal services; therefore, such services, and communications relating thereto, are not subject to

the protections applicable to relationships between lawyers and clients, such as the attorney-client privilege and the attorney work-product doctrine or the attorneys' rules of professional conduct. In all respects, however, each party represents to the other that it shall comply with all requirements of applicable law, rules or regulations relating to the undertakings contemplated by this Agreement. Under no circumstances shall Old Line be responsible or be held responsible for Client's compliance with campaign finance, pay-to-play or other applicable law governing the conduct of Client.

4. **Compensation.** In consideration of the commitments set forth herein, Client shall pay Old Line a consulting fee of Twenty Thousand Dollars (\$20,000.00) per year for Old Line's services on behalf of Client during the Maryland legislative session, and as a courtesy such fee shall be made in equal monthly payments of \$1,666.66. All reasonable travel expenses and other reasonable expenses incurred by Old Line on behalf of the Client shall be reimbursed to Old Line upon presentation of appropriate receipts or other reliable evidence of such expenses.

5. **Non-Disclosure.** During the Term and any Extension Terms, Old Line shall not disclose to any person or entity any information identified by Client as confidential information relating to the business or professional endeavors of the Client. If Old Line receives a subpoena or other compulsory legal process requiring the disclosure of information that is subject to this paragraph, Old Line shall, as soon as reasonably practicable, give written notice thereof to the Client, so as to provide the Client with a reasonable opportunity to seek a protective order or other relief prior to disclosure of the Client's confidential information.

6. **Entire Agreement.** This Agreement, including exhibits, contains the entire agreement of the parties with respect to the subject matter hereof and shall not be modified nor changed in any respect except in writing duly executed by both the parties.

7. **Governing Law; Interpretation of Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited or is invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement is made and shall be construed in accordance with the laws of the State of Maryland, without reference to its principles of conflicts of laws.

8. **Successors and Assigns.** All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of each of the parties, their heirs, personal representatives, transferees, successors and assigns. This Agreement may not, however, be assigned by Client without the written permission of Old Line.

9. **Damages Limitations.** In the event of a claim by Client relating to this Agreement or any

performance relating to this Agreement, Client shall not be entitled to recover any damages in excess of the amount of fees Client paid to Old Line in the twelve (12) month period prior to the occurrence giving rise to such claim. In no event shall Old Line be liable for incidental or consequential damages of any kind, whether or not such damages are deemed foreseeable.

10. **Disputes.** Any legal action relating to this Agreement shall be brought in the state or federal courts of Maryland, and the parties agree that such courts shall have sole and exclusive jurisdiction over such legal actions. Any legal action against Old Line with regard to this Agreement shall be brought within twelve (12) months of the conduct alleged to give rise to such claim or twelve (12) months from the time such conduct could reasonably have been discovered by the Client.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first above written.

OLD LINE GOVERNMENT AFFAIRS, LLC

By: _____

Tim E. Braue
Managing Member

CITY OF GLENARDEN

By: _____

Name: _____

Title: _____

XHIBIT A

“Services”

- Old Line will register as Client’s lobbyist to support government relations activities.
- Old Line will familiarize itself with the Client’s company history and services in preparation for meetings with State decision makers.
- Old Line will help secure meetings with appropriate committee members and leadership in order to garner broad support for the Client’s funding initiative
- Old Line will educate members in the Committees and Subcommittees of jurisdiction about the need for the legislation
- Old Line will guide the legislation through every step of the legislative process to the Governor’s desk for final approval
- Old Line will work with the Client to provide both a legislative preview as well as a post-session wrap up of all activities related to the Client
- Old Line will read through all introduced bills and provide a summary for the Client’s review
- Old Line will provide written and/or oral testimony as requested and educate members about the basis for the budget item
- Old Line will conduct calls with client as needed



RESPONSE TO REQUEST FOR
PROPOSAL

LOBBYING & ADVOCACY
CONSULTING SERVICES

THE CITY OF GLENARDEN

January 14, 2022

January 14, 2022

Jordan McClung
Executive Assistant
The City of Glenarden
James R. Cousins, Jr. Municipal Center
8600 Glenarden Parkway
Glenarden, Maryland 20706

Hello Mr. McClung,

We are thrilled to submit our proposal to partner with you to help The City of Glenarden effectively create partnerships within the state that align with the city's objectives and funding matters, as well as in utilizing these private and public partnerships to assist the city with reaching its objectives and appropriation goals.

With Maryland's 2022 General Assembly planning already beginning, we know our experience with garnering support from MD State government officials in Annapolis can help the City of Glenarden jump right in, making key connections on your behalf to help with your legislative goals including Bond Bills and Capital Funding opportunities.

Our attached proposal shares all the details, but if you need any additional information to move forward, please let me know.

We are excited to share our passion for advocating on behalf of Prince George's County and its municipalities and look forward to the opportunity to work as your partner and achieve success together.

Thank you for your time and consideration,

A handwritten signature in blue ink, appearing to read "Therese M. Hessler". The signature is fluid and cursive, with a large initial "T" and "H".

Therese M. Hessler
Principal
Ashlar Government Relations
47 State Circle, Suite 202
Annapolis, Md. 21401

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ABOUT ASHLAR GOVERNMENT RELATIONS:

Unlike many traditional lobbying firms, Ashlar Government Relations, believes in the issues and clients they represent.

They believe in an approach separate from party lines and are passionate about working to make the lives of others better through policy change.

Ashlar Government Relations a woman-owned full-service bipartisan consulting firm that provides a depth of experience and expertise. The firm specializes in every aspect of government affairs consulting related to advising entities, including not-for-profits, local communities, and issue advocacy groups; at all levels of Maryland government from municipality to county and state.

We know how to work the tough issues. With over 30 years of combined experience in progressing client initiatives and goals, we have the knowledge and expertise to make a difference by effectively and efficiently guiding clients through the State's legislative, regulatory, and political process while helping to shape public policy to the advantage of our clients.

That's what Ashlar Government Relations is all about. For a better state of mind. We are a firm that was created for the purpose of being able to stand in the middle, to advocate on behalf of those that can't, and to make sure that the things that really matter don't get lost between party lines. We are more than just a government relations firm. We are the change.

OBJECTIVES & SCOPE OF WORK

Execute a comprehensive government relations strategy for the City of Glenarden that will guide relationships at the state level.

The Ashlar Government Relations team is prepared to formulate strategies and tactics to achieve the City of Glenarden's legislative objectives. Lobbying and advocacy strategies are as successful as the relationships and intel supporting them, and Ashlar Government Relations has both. With decades of combined experience, Ashlar Government Relations will be aware of current and past legislative initiatives, the interests and priorities of elected officials and their constituencies and will know the procedural process to move an initiative through the legislative and executive branches.

Ashlar Government Relations will develop the City of Glenarden's relationships with key Maryland State Senators and Delegates, as well as elected and appointed officials in the Governor's Office and in key agencies, including the MD Department of Budget and Management.

Our professional relationships also extend to just about every member of the General Assembly, including leadership. These relationships have been tested and trusted in countless ways as we have all collaborated on legislation and other client priorities.

Ashlar Government Relations will coordinate meetings with state legislators and agency department leaders to provide the City of Glenarden the opportunity to educate the stakeholders on its successes and to convey any potential priorities or needs. This type of dialogue and communication is vital to our legislative success and Ashlar Government Relations will prepare the City of Glenarden ahead of any meeting with background information, biographies, and important intel. These meetings should take place in the interim and during session. Ashlar Government Relations has found that most elected officials also find on-site tours and meetings very valuable, and we encourage that these take place in the interim. For example, should the City of Glenarden be interested in introducing a capital budget request, it would be a great strategy to request that certain elected officials and decisionmakers come to the site to see the need first-hand. We would also encourage that the City of Glenarden not wait until a need arises and instead, involve elected officials in the City of Glenarden community, inviting them to the City of Glenarden-hosted events.

While some priorities are best advocated for in a more discrete setting, there are other initiatives that may benefit from being outwardly spoken about. In this case, one useful way to garner relationships and convey your message is briefing interested caucuses or delegations. For example, Ashlar Government Relations would recommend that the City of Glenarden arrange a briefing to the Prince George's County Delegation during one of their routine Friday morning delegation meetings during session. In this way, the City of Glenarden can share with them useful information for their constituencies, establish themselves as a resource, convey a message around priorities, and potentially secure their

support for legislation. Should the City of Glenarden have a priority that effects the entire county, it would be beneficial to explore whether it is something the full Delegation will support.

Monitor legislative issues at the federal, state, and local levels that could impact the City of Glenarden to include bill tracking and drafting, policy research, and writing testimony.

The Ashlar Government Relations team is prepared to assist the City of Glenarden in creating long and short-term strategic goals that will support their priorities in Maryland. This type of short and long-term strategic planning is why we pride ourselves on achieving successful results on behalf of our clients. We understand the legislature, the executive branch, and outside stakeholders. We understand the intricacies of politics and recognize that some goals are achieved quickly while others may require strategic steps toward a long-term goal. Ashlar Government Relations will work with the City of Glenarden to identify pain points or gaps in the law and further discuss how to go about making a change. It could be a simple conversation or a larger fix through regulations or legislation. Ashlar Government Relations will:

- Actively track legislation, amendments, and policy directives and promptly provide updates and seek feedback in order to confidently recommend how the City of Glenarden should proceed.
- Monitor and identify bills impacting the City of Glenarden and provide an analysis ahead of a weekly or bi-weekly call to discuss the bill, the sponsor(s), likelihood of passage, answer any questions, and strategize next steps. Ashlar Government Relations believes it is essential to understand more than just the language of a bill. As veteran lobbyists, we know the political relationships and how to navigate the political dynamics and complexities. In this way, we can gauge likelihood of passage, the intent, and effectively recommend a course of action. In instances where additional information is necessary, Ashlar Government Relations is prepared to consult elected officials, other government relations professionals, and committee staff.
- Draft and distribute written testimony to legislators and committees. For times that the City of Glenarden would like to draft such testimony, we will draft a template letter to help members navigate the formalities of drafting a letter to the legislature.
- Actively lobby on bills agreed upon by the City of Glenarden and be available to testify in-person and educate stakeholders and decisionmakers. This may include forming a coalition, drafting briefing materials, including one-pagers, talking points, written testimony, and other pieces necessary for effective education and lobbying.
- Monitor regulatory activity and provide guidance on how to navigate the timeline and process of promulgating regulations.

- Monitor media activity as it relates to the City of Glenarden’s legislative priorities. Monitoring such activity is essential to developing and altering strategy on quickly moving and ever evolving initiatives. Ashlar Government Relations will monitor scheduled press conferences, the Maryland specific political blogs and outlets, social media, as well as subscribe to Google alerts to read all the City of Glenarden-related articles. We recognize that being in the know is important to effective strategy development.

Guide the City of Glenarden leadership through the state’s legislative process.

The legislative process is complex, and Ashlar Government Relations will ensure that the City of Glenarden leadership is guided every step of the way. We cater our approach specific to the client, their unique structure, and level of desired involvement. Some clients have found the following tools useful in navigating the legislative process:

- Calendar reminders- the deadlines for introducing legislation, providing testimony, signing up witnesses, etc., are hard deadlines that must be followed. Ashlar Government Relations will develop a government relations strategy with these dates in mind and will send a calendar invite, if desired, outlining these important dates. For example, clients who wish to monitor a hearing will receive a calendar invite with the necessary information from us. Something so small has had a profound impact, especially when so many bills and initiatives are underway. In addition to session deadlines, there are many more flexible deadlines in the interim that must be carefully navigated. For example, if navigating an operating budget is priority, this outreach will begin shortly after the prior session. Ashlar Government Relations relies on its relationships with the Administration to make sure we navigate these unset timelines carefully and diligently.
- Sign Up- there is a process for submitting written testimony and for signing up witnesses, which have hard deadlines and unique submission rules for each committee. As Ashlar Government Relations tracks legislation and analyzes impact to the City of Glenarden, we will advise whether to weigh-in on testimony and if so, identify when witness names or testimony must be submitted. This process has changed slightly given the virtual nature of the 2021 session, but should the 2022 session be in-person, witness sign up and submission of written testimony will be done by Ashlar Government Relations on the City of Glenarden’s behalf.
- Involvement- Some clients prefer to be front and center while others prefer to take a back seat. Both strategies can be accommodated and for clients who like to monitor hearings, workgroups, and voting sessions along with us have found our pre-session briefings on the General Assembly website and process very beneficial. Ashlar Government Relations is happy to provide a tutorial with an overview on how a bill becomes a law, the makeup of Maryland politics, how to find a copy of a bill online, how to tune into hearings, voting sessions, and workgroups, etc.

- Step-by-Step- We proudly make ourselves available to offer guidance every step of the way. We do not wait for a pre-scheduled next meeting to share intel, seek feedback, etc.

These are just a few examples of how Ashlar Government Relations will help the City of Glenarden navigate the legislative process, and we are happy to find ways that work uniquely for the City of Glenarden.

Lobby legislators on key issues and facilitate the adoption of legislation that is important to the City of Glenarden.

The key committees of jurisdiction include, Senate Finance, Senate Education, Health and Environmental Affairs, Senate Budget & Taxation, House Appropriations Committee, and House Ways & Means. Ashlar Government Relations has worked with the Chairs, Vice Chairs and Subcommittee Chairs for many years on countless issues. We are on a first name basis and have developed the type of relationships that come from productive professional interactions over many years.

We also have personal and professional relationships with the House and Senate Leadership including Senate President Ferguson, House Speaker Jones, as well as Governor Hogan, the Governor's legislative team, Special Advisor, Chief of Staff, and his Cabinet Members, including Department of Budget and Management Secretary Brinkley, as well as private stakeholders and their lobbyists. These bipartisan relationships make Ashlar Government Relations a successful advocacy team in Maryland.

Ashlar Government Relations will be available to lobby and testify before the Legislature, Governor, and Departments. We will be in the meetings and hearing rooms helping to lead the conversation, including at the witness table. We will also help the City of Glenarden prepare for these hearings and meetings and lobby key committee members ahead of the hearings to position the City of Glenarden in the best way before taking a seat at the witness table. For example, with limited time to testify, typically two to three minutes, Ashlar Government Relations will draft questions and ask supportive elected officials to pose those questions to our panel if more time is necessary to convey a point or to an opposing panel to unveil information that may not have otherwise been mentioned.

We also want our clients to feel comfortable, so we will review testifying procedures, the committee dynamics, and discuss anticipated hypothetical questions, etc.

We will also use our strong bi-partisan ties to actively lobby the Legislature and Executive Branch on behalf of the City of Glenarden priorities. This includes agency secretaries, Office of the Governor and Lt. Governor, MD Chamber of Commerce, legislative caucuses like the Legislative Black Caucus, Baltimore County Delegation, etc. We research the issues, research involved parties, and know which key players to talk to, arguments of proponents and opponents, and know confidently how to successfully carry out a lobbying strategy.

As requested, our team will pursue funding opportunities in the State of Maryland on behalf of the City of Glenarden.

Work with the respective local, state, and federal opportunities on behalf of the City of Glenarden. While Ashlar Government Relations pursues these arrangements, the firm will be looking to provide business and working opportunities on behalf of City of Glenarden, specifically connecting the citizens and staff with funding for infrastructure projects, and connecting developers, Construction/building trade entities and unions. These groups could eventually provide training, possible job opportunities for youth and residents for the City of Glenarden.

Combined, our team brought in over \$4.5 million in Bond Bills and Capital Grants for clients during the 2021 Maryland General Assembly including:

- Mission of Love Charities: \$760,000 for the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping;
- Melwood: \$250,000 for the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of the Melwood Horticultural Training facilities, including the installation of energy efficient systems;
- The City of Laurel: \$2.5 million for the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of the City of Laurel Multi-Service Center; and
- The Town of Brentwood: \$400,000 the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of the Brentwood Town Center.

Ashlar Government Relations will provide monthly written reports of all activities and work engaged with respect to the prospective agreement, on a specified day of each month, beginning in, and to meet with the Mayor and Council once per quarter to discuss progress under the contract.

During the legislative session, Ashlar Government Relations recommends a strategy call once a week. Ashlar Government Relations has found that sending legislative recommendations by end of day each Friday with a follow-up call each Monday works well to discuss matters scheduled for the coming week. For example, a spreadsheet listing the bills scheduled for hearing the following week would be provided to the City of Glenarden ahead of the call to allow an opportunity to take a preliminary look at the bills ahead of any analysis Ashlar Government Relations will provide. By the end of the call, Ashlar Government Relations and the City of Glenarden will have discussed the immediate priorities, formal positions on legislation, and will have time to draft witness testimony, including talking points, position letters, etc. It also allows time for any the City of Glenarden member to plan travel to Annapolis (or sign-up virtually) to testify or talk with stakeholders. With thousands of bills introduced in the legislative session, this strategy prioritizes discussion based on the most relevant bills chronologically. The strategy calls once a week is supplemented by emails, text messages, and any phone calls that might be

necessary on immediate or evolving issue. At the end of the legislative session, Ashlar Government Relations will provide a printed recap of all issues that the City of Glen Arden weighed in on during the 90-day session as well as a future forecast.

Using a versed background with direct experience working in communications and public relations, our team will devise easy-to-grasp messaging to use in accessible materials such as fact sheets and case studies to promote and elevate the City of Glenarden’s work as well as legislative goals to multiple audiences.

The ability of our team to communicate and see big picture is why clients hire us. We know how to effectuate a message, and which elected officials resonate with certain ideas and strategies. For example, on a budget issue, we know the players - who would be opposed, supportive, and which elected officials can be persuaded with reasoning and data. By understanding this political landscape, our strategies are tailored to the specific audiences that will provide the greatest impact and deliver real results. We recognize that elected officials can be hesitant to vote a certain way on controversial issues so we develop and deploy a strategic means to provide them cover, which can be done in a number of ways, including proposing an amendment, offering to directly handle any issue that may arise from constituents, etc.

In 2021, Ms. Hessler devised key strategic messages to include on a variety of materials to help introduce and pass legislation including a fact sheet for the March of Dimes on “Health Equity and Birth Outcomes.” This fact sheet was also used to inform the press, advocates and vested stakeholders of key talking points and information they could use when communicating on the issue, leading to the passage of the “Maryland Licensure of Certified Midwives Act.”

When additional messaging is needed, a case study might be an appropriate tool to highlight additional details. In 2020, Ms. Hessler worked with the Foundation for Government Accountability to provide broader messaging to include in a case study that provided original stories about individuals with specific challenges and goals. This material brought to light the importance of the issue and helped policy makers pass legislation to expand occupational licensing opportunities in Maryland.

Planning in advance is important and organizing a one-day team retreat prior to legislative session is an effective way to focus on project priorities, and funding sources, and to discuss the previous or upcoming State Legislative Session.

In addition to one-on-one or small group meetings, Ashlar Government Relations recommends hosting a retreat day on an annual basis to include the Mayor, Council, and City Manager. We will assist in scheduling, planning, and carrying out this day. Ashlar Government Relations has hosted countless successful legislative retreat days on behalf of clients that have been well-attended. These have ranged from walk-in breakfast events to large receptions. Should COVID still prohibit in-person gatherings in 2022-2023, a virtual retreat is still a valuable means of strategic planning, team building, and an effective way to develop or strengthen relationships.

CERTIFICATE OF INSURANCE:

COI is a separate attachment to the response submission.

OUR TEAM:

We have a unique approach when it comes to getting things done. Different from many other government relations and consulting firms, we've partnered with another Prince George's County small business owner to ensure success for each and every one of our clients.

Therese M. Hessler, Principal, Ashlar Government Relations



Therese M. Hessler is the Founder and Chief Executive Officer of Ashlar Government Relations, a full-service bipartisan consulting firm that provides a depth of experience and expertise. The firm specializes in every aspect of government affairs consulting related to advising entities, including not-for-profits and issue advocacy groups, at all levels of Maryland government from municipality to county and state. Displaying innate skill in guiding priorities through government processes, Ms. Hessler has rapidly made her mark in Maryland government. Her expertise and accomplishments have garnered respect from both sides of the aisle. Her ability to see the full picture while harmonizing strategies with client needs and processes has produced a go-to resource for clients seeking advisement on legislation, state budget matters, regulations and procurement.

Tony Perez, President & CEO, LA PEREZ Consulting



Tony Perez started LA PEREZ Consulting in 2013 after an extensive career in political strategy and coalition building. Mr. Perez brings a deep knowledge of state and local politics and has worked on numerous campaigns and policy initiatives to promote positive change.

REFERENCES:

- **Jennifer Briemann**
Executive Director
Maryland Managed Care Organization Association
443-758-4046
jbriemann@marylandmco.org
- **Katie G. Rodgers**
Vice President of Outreach
Foundation for Government Accountability
404-227-1420
katie@thefga.org
- **Sara Green, CMC, Chief of Staff**
The Office of the Mayor, City of Laurel
301-725-5300 Ext. 2124
sarag@laurel.md.us

WHY US - KEY DIFFERENTIATORS

While we do keep an office in Annapolis to reach key State decision members, we also have an office location in Prince George's County. As both team members are life-long Prince George's residents, we are passionate about working with our local communities, cities, and towns – helping local leadership, businesses, and residents thrive!

PRICING & OPTIONAL ELEMENTS

- **State & Local Lobbying Services - \$24,000 annually**
- **+ Public Relations Services - \$30,000 annually (additional \$500/per month)**
- **+ Grant & Funding Opportunities - \$30,000 annually (additional \$500/per month)**
- **State & Local Lobbying, Public Relations, and Grant & Funding Opportunity Services - \$36,000 annually**

TERMS & CONDITIONS

Based upon the mutual promises contained herein, and other good and valuable consideration, the parties identified above, intending to be bound hereby, enter into the following Agreement:

- 1. Services** The Lobbyist shall provide the above agreed upon services to the City of Glenarden (further referred to as the “Organization”) including all activities normally associated with state legislative lobbying, as specifically authorized by the City of Glenarden after consultation with the City of Glenarden. Services include, but are not limited to: monitoring legislation of interest as well as events and hearings of interest to City of Glenarden; legislative drafting and research; legislative testimony (both written and verbal) on behalf of the City of Glenarden; briefing the Governor and his office; representation at legislative hearings; advocacy to certain legislators, regulators and their staffs on City of Glenarden positions on issues of interest to the City of Glenarden; planning and coordinating meetings and receptions for the City of Glenarden with legislators and regulators; regular contact with the Executive Director and City of Glenarden staff designated as necessary for direction and specific authority to act on issues; contact and interaction with lobbyists of other interest groups and industry trade associations on behalf of the City of Glenarden on legislative and regulatory issues; preparation and filing of reports to the Maryland Ethics Commission; and, reports to the Organization as requested.
- 2. Term of Agreement** This Agreement shall take effect on _____, 2022 and shall expire on _____, 2023 with the option to renew for an additional term. Either party may terminate this Agreement upon 30 days written notice to the other.
- 3. Lobbyist Fee** The Lobbyist shall be paid a fee for the above enumerated services. The Lobbyist's fee shall be \$ _____ per month (“Monthly Fee”) for each month during the Term of the Agreement to be billed at the beginning of each month of this entered agreement. The Monthly Fee shall be paid by the 30th of each month covered by this Agreement. The Monthly Fee shall cover all expenses of the Lobbyist incurred for work on behalf of the Organization.
- 4. Expenses** The Lobbyist shall be responsible for all expenses incurred, authorized by the Organization.
- 5. Personal Services** The services will be performed personally by Therese M. Hessler (“Lobbyist”), Tony Perez (“Lobbyist”)

6. **Lobbyist Registration** The Lobbyist will register with the Maryland Ethics Commission and other required entities as a lobbyist for the Organization immediately and shall remain registered until this Agreement has expired, is extended, or terminated.

7. **Non-Exclusive** This Agreement is for the non-exclusive use of the Lobbyist's services. Nothing contained herein shall prevent the Lobbyist from contracting to provide lobbying or other services to other clients on a non-exclusive basis, subject to the Conflict of Interest provision herein.

8. **Conflict of Interest** Both the Lobbyist and the Organization shall use their best efforts to identify and notify each other of any potential conflicts of interest between the Organization and any other client of the Lobbyist. The Lobbyist shall notify the Organization in writing of any new potential clients that may conflict with this Agreement during the Term of the Agreement. Should a conflict of interest arise between the Lobbyist and any other potential client, the Organization may either terminate this Agreement or request the Lobbyist not contract with the potential client. The Organization shall have veto power over any agreement the Lobbyist may enter into with any other company or group with interests adverse to the Organization.

9. **Independent Contractor** The Lobbyist and the Organization have entered into this Agreement with the mutual understanding that the Lobbyist is an independent contractor and not an employee of the Organization. Nothing contained in this Agreement shall be construed to make the Lobbyist an employee, partner, or joint venture of the Organization for any purpose. The Lobbyist warrants that it is free to enter into this Agreement and is not a party to any restrictive contract or agreement limiting its present or future right to contract with the Organization. The Lobbyist agrees to hold the Organization harmless from any and all suits and claims arising out of any such preexisting restrictive agreement. The Lobbyist understands and agrees that it is solely responsible for complying with state and federal requirements as they relate to taxes, Social Security contributions and any other requirements placed upon self-employed persons.

10. **Practice of Law** The Lobbyist is retained by the Organization for the purpose of consultation, advice and lobbying advocacy on legislative and regulatory issues as they arise and as authorized by the Organization. The Lobbyist is specifically not retained to provide legal advice to the Organization and the Lobbyist shall not be required to perform any additional activity for the Organization which constitutes the practice of law.

11. **Entire Agreement** This Agreement contains the entire Agreement between the parties and supersedes any and all other Agreements, negotiations or discussions. This Agreement may be altered only by a written document signed by the parties to this Agreement.

12. **Construction** This Agreement shall be construed and interpreted according to the laws of the State of Maryland in effect at the time.