



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 19, 2016

DEPARTMENT: Governmental Affairs

FROM: *Whanna Bouknight, Administrator*

SUBJECT: CapitalEdge 2016-2017 Lobbying Contract

FINANCIAL IMPACT: 1011103-636600
07/19/16 1011103 · Governmental Affairs

ORIGINAL BUDGET: 80000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Business Growth & Investment

Agreement between the City of Columbia and CapitalEdge Strategies, Inc. The Professional, Ralph Garboushian, shall perform the contract lobbying activities from July 1, 2016 to June 30, 2017. The total compensation will not exceed \$75,000.00 for 12 months plus reimbursable expenses not to exceed \$5,000.00. The monthly installments of \$6,250.00 commencing July 1, 2016 or upon City Council approval of this contract, whichever is later. The total contract cost shall not exceed \$80,000.00.

ATTACHMENTS:

- 2016-2017 Capital Edge Contract (PDF)



June 3, 2016

Ms. Teresa Wilson
City Manager
City of Columbia
1727 Main Street
Columbia SC 29201

Via email: tbwilson@columbiasc.net

Dear Ms. Wilson:

I appreciate the opportunity to work with the City of Columbia to advance the City's federal agenda and look forward to continuing that work in the coming year. A proposed contract for July 1, 2016 – June 30, 2017 is attached. The proposed scope of services are the same as the current contract and I am proposing a 4.5 percent increase in the contract to \$75,000.

Over the past year, major federal issues for the City of Columbia included reauthorization of highway and transit programs, funding for core local government programs, the tax exemption for municipal bonds, unfunded mandates, local authority, and the Marketplace Fairness Act.

The reauthorization of highway and transit programs late last year included some important wins for the City, including increased funding for metropolitan areas, retention of a strong transit program and the Transportation Alternatives Program, and continued federal operating assistance for CMRTA. In addition, a major focus of our work was disaster recovery, helping the City secure a \$20 million CDBG-Disaster recovery allocation and working to make the Administration aware of Columbia's needs. We also worked with the City to ensure you are aware of all federal funding opportunities for local priorities and the City successfully secured a number of grants, most notably a \$225,000 Assistance to Firefighters Grant.

Protecting the tax exempt status of municipal bonds remains a top priority for local governments and Columbia has spearheaded efforts on this issue. Mayor Benjamin serves as a top national spokesperson for local governments on this issue in his roles as Chair of Municipal Bonds for America and as a Trustee of the United States Conference of Mayors. As Congress looks at major tax and entitlement reform in the coming years, the tax exemption for municipal bonds and other provisions of interest to local governments will need to be protected.

1212 New York Ave., NW Suite 250
Washington, DC 20005
202.842.5430
202.842.5051 fax
www.capitaledge.com

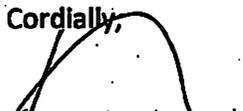
Other current federal issues include:

- o Funding for core local government grant programs,
- o Potential Defense Department realignment,
- o Passenger rail service to Columbia,
- o Assistance for City projects, grant applications and general troubleshooting, and
- o Federal Communications Commission rulemakings and a possible rewrite of the Communications Act that could impact local zoning authority.

These issues and others will continue to present Columbia with opportunities and challenges in the coming year.

It is an honor and a pleasure to work with you, Mayor Benjamin, the City Council and City staff and all of us at CapitalEdge look forward to continuing to work with you and your team.

Cordially,


Ralph Garboushian

STATE OF SOUTH CAROLINA) **CONTRACT FOR PROFESSIONAL SERVICES**
COUNTY OF RICHLAND)

THIS AGREEMENT entered into this 1st day of July 2016 between The City of Columbia (hereinafter called the "City") and CapitalEdge Strategies, LLC (hereinafter called the "Professional").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Professional;

NOW, THEREFORE, THE parties hereto do mutually agree as follows:

1. EMPLOYMENT OF PROFESSIONAL

The City hereby engages the Professional and the Professional hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto.

The service of the Professional is to commence as set forth in Appendix A.

3. METHOD OF PAYMENT

- A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix A.
- B. Payment shall be made as follows: \$75,000.00; Payable in monthly installments of \$6,250.00 thru June 30, 2017, plus reimbursable expenses not to exceed \$5,000.00.
- C. Final payment will be made as follows: The last payment will be made during the month of June 2017 representing services for that month.
- D. Periodic payments and final payment shall be made as prescribed in Appendix A.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5. ACCESS TO RECORDS

The Professional shall make available for examination all of its records with respect to all matters covered by this Contract for the purpose to audit, examine, accept and transcribe from such records, and to make audit of contracts, invoices, materials, payrolls, record of personnel, conditions of employment and other data relating to all matters covered by this Contract to the City of Columbia. All such records shall be maintained on file by the Professional, for a period not to exceed three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be subject or any application for copyright by or on behalf of the Professional.

7. AMENDMENTS

The parties may amend this Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

The Professional shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Professional shall be as fully responsible to the City for the acts and omission of his sub-professionals, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all

information and reports required hereunder and will permit access to its books, records and accounts by the City.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The professional shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance.

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Professional of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this contract shall become the possession of the City.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Professional and the City may withhold any payments to the Professional for the purposes of setoff until such time as the exact amount of damages due to the City from the Professional is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

12. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The Professional shall maintain commercial liability insurance at all times during the

performance of this Contract. Insurance shall be maintained in the aggregate amount of \$1 Million Dollars. The City of Columbia shall be named as an additional insured on the insurance policy, and a certificate reflecting same shall be filed with the City Manager's office.

13. INTEREST OF PROFESSIONAL

The Professional covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is adverse to the interests of the City of Columbia. The Professional further covenants that in the performance of this Contract no person having such interest shall be employed.

The Professional agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Professional has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this contract.

14. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Professional shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Professional shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Professional will incorporate requirements in all subcontracts for program work.

15. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

16. COMPLIANCE WITH LOCAL LAWS

The Professional shall comply with all applicable laws, ordinances, and codes of the federal, state and local government in performing the work provided under this Contract.

17. PERSONNEL

All of the services required hereunder shall be performed by the Professional and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

IN WITNESS WHEREOF, the City and the Professional have entered into this Agreement as of the date first above written.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

By: _____
Teresa Wilson
Its: City Manager

WITNESSES AS TO PROFESSIONAL:

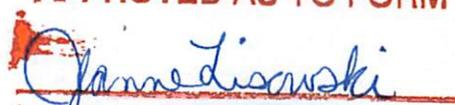




Federal ID NO.: 27-0248027

CAPITALEGE STRATEGIES, LLC

By: _____
Ralph Garboushian
Its: Managing Member

APPROVED AS TO FORM

Legal Department City of Columbia, SC

APPENDIX A
AGREEMENT
BETWEEN THE CITY OF COLUMBIA
AND
CAPITALEEDGE STRATEGIES, INC.
1212 NEW YORK AVENUE, NW - SUITE 250
WASHINGTON, DC 20005

The Professional, Ralph Garboushian, shall perform the contract activities from July 1, 2016 to June 30, 2017 as outlined below and will be compensated according to the payment schedule below. Total compensation will not exceed \$75,000.00 for 12 months plus reimbursable expenses not to exceed \$5,000.00. Total contract cost shall not exceed \$80,000.00.

Scope of Services

- A. Professional will organize and operate a Washington office for the City and will operate as the City's Washington Assistant under the supervision of the City Manager. In this capacity the Professional will undertake the following tasks on an ongoing basis:
1. Operate a unit to act as a Washington Office for the City. Professional will be responsible for obtaining and furnishing requisite staff, office space, utilities, furnishings, and equipment, secretarial services, common-use office supplies and services, and general administrative support;
 2. Confer with the City Manager and such other personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager on all organizational planning and program activities which have a bearing on the ability of the City to make the best use of federal aid programs; and act as a Washington Assistant to the City of Columbia;
 3. Review federal executive proposals; legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City on her initiative of those items which may have a bearing on City policy or programs;
 4. Advise and consult on behalf of the City with the White House and the following federal agencies or departments, Commerce, SBA, Treasury, HUD, DOD, Labor, HHS, OMB, DOT, EPA, Interior, Justice, DOE and such other agencies, departments and commissions as may be necessary to the performance of full Washington service to the City Manager and the City. Additionally, the Professional will act as a liaison with the U.S. Conference of Mayors and the National League of Cities, and will furnish legislative and

administrative analyses of issues involving any and all of the above enumerated agencies and departments;

5. Secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest;

B. The City of Columbia and the Professional concur that the following exclusions shall apply to this Agreement. The Professional:

1. Will not represent commercial or industrial establishments of the City in pursuit of federal business;

2. Will not, by virtue of this Agreement, represent other local government agencies in Columbia except those which are instrumentalities or agencies of the City of Columbia;

3. Will not perform any legal, engineering, accounting or other similar professional service;

4. Will not directly or indirectly participate in or intervene in any local political campaign on behalf of or in opposition to any local candidate for public office in the City.

Note: The cost of service will be \$75,000.00 for twelve months payable in advance in equal monthly installments of \$6,250.00 commencing July 1, 2016 or upon City Council approval of this contract, whichever is later. In addition, a maximum of \$5,000.00 is allowed for reimbursable expenses incurred.