



July 20, 2016

Ms. Teresa Wilson
City Manager
City of Columbia
1737 Main St.
Columbia, SC 29201

Dear Teresa:

I have enjoyed representing the City of Columbia at the Statehouse for the past four sessions and appreciate the opportunity to discuss continuing this work in the coming year. I am writing this letter to provide an overview of our work on behalf of the City. I am attaching this year's end-of-session report to Council that highlights our work on the City's priority issues.

Our annual legislative work begins well before the legislative session, as we track expected legislation, participate in Municipal Association listening meetings, and discuss with City staff issues we expect to arise at the Statehouse. In December, at pre-filing, we begin our annual process of reviewing all legislation introduced, identifying those bills that could affect the City. We continue this rigorous process during the entire session, providing weekly written, custom reports to the City on the status of all legislation we are following for the City.

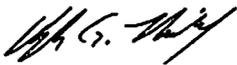
For legislation identified by the City as priority, we attend subcommittee and full committee meetings to communicate with legislators the City's positions and interests in the bills. We maintain an ongoing presence in the lobby at the Statehouse, interacting with legislators and fellow lobbyists to advance the City's positions. We also participate in individual meetings with legislators to advance the City's positions on priority legislation. We do this work in concert with you and your legislative affairs staff to ensure seamless communications between you, City staff and legislators on our issues.

Beyond the time we spend reviewing and reporting on legislation, and the time we spend at the Statehouse, we communicate regularly with City staff to answer questions on legislation and to hear their concerns with legislation, so that we can effectively communicate these concerns with legislators. We also participate in all Municipal Association partner legislative meetings. When a specific issue arises with a state executive branch office, we work with City staff and the state agency to solve the problem.

We prepare pre- and post-session reports for City Council and assist you in answering questions Council members have regarding state legislation and state issues. We attend City Council meetings to be available to you and Council members to answer questions on state government matters and to follow City issues so that we are able to answer questions legislators and other state officials have on City matters as we interact with them. We also work on issues, like the State Infrastructure Bank application, that involve the City interacting with state legislators.

In summary, our work for the City is centered on legislation and advancing the City's many interests at the Statehouse. However, our work is much more expansive than just lobbying and legislation because of the City's broad interests and its intimate relationship with state government. We appreciate the opportunity to represent the City of Columbia and look forward to continuing this work together in the coming year.

Best regards,



Kyle G. Michel
michellawfirm.com

attachment



End of Session State Legislative Report to Columbia City Council – June 2016

The following is an overview of actions and outcomes on legislative items that City Council endorsed for 2016 and priority issues that arose during this year's state legislative session.

Flood Funding – Working with House Ways and Means and Senate Finance Committee leadership, our local delegation, and the Municipal Association, we were successful in securing \$72 million for local government FEMA-match funds in this year's budget.

Local Government Fund – Working with MASC and other stakeholders, we were successful in maintaining FY 2016 funding of \$212.6 million in recurring funds and adding \$10.6 million in non-recurring funds for a total of \$223.2 million in the LGF, increasing City funding to \$2,927,993.

Business License Tax – We worked with legislators and stakeholders to address business license tax bills that would adversely impact City finances. We continued working to find consensus on business license reform that would balance businesses' concerns with local government concerns.

Transportation Funding – We followed multiple transportation funding bills communicating with legislators concerns regarding local road issues. The Legislature passed DOT reform and road funding, including funding to redo malfunction junction.

Ban on Transgender People in Bathrooms – We worked with other local governments to defeat a bill that would prevent local governments from requiring businesses to accommodate transgender customers or workers who desire to use the bathroom of their choice.

Acceptable Piping – Working with stakeholders, we were successful in ensuring that a bill that would adversely impact how the City procures piping material for projects did not advance.

Animal Control and Shelters – We worked with a coalition of non-profit animal shelters to defeat legislative attempts to limit the scope of services that could be offered at the City's animal shelter.

We closely followed these bills, which passed into law, to ensure they were acceptable to the City:

Bond Reform – modifies education and registration requirements for bondsmen.

Public Prayer - allows public prayer during open meetings of deliberative public bodies.

Officer Quotas - prohibits law enforcement agencies from using citation quotas.

Arrest Records – modifies how law enforcement agency can use/distribute mugshots.

Multi-Jurisdiction Task Force Agreements - allows law enforcement agencies to enter into multijurisdictional task force agreements with other agencies for public safety functions.

We followed and worked on **FOIA, Dam Safety, Childcare Facilities, Dilapidated Buildings, Annexation** and **Property Liens** legislation that did not pass this year, due to a variety of reasons.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this ____ day of July, 2016, between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Kyle Michel Law Firm, LLC (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Contractor.

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor 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 Contractor has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Contractor determines is most effective and efficient without any City control over the details of Contractor's performance.

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 B, Budget, attached hereto.

_____ B. Payment shall be made for work performed every four weeks and no later than by Thursday of the following week after the fourth week.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are confidential and the Contractor 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 Contractor shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than 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 the subject of an application for copyright by or on behalf of the Contractor.

7. AMENDMENTS

The parties may amend this Contract 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 Contract 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, Appendix A, Scope of Services, Appendix B, Budget or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

The Contractor shall not assign or subcontract any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its sub-Contractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and cause each of its sub-Contractors to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. 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 Contractor shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Contractor 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 Contractor 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 Contractor 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 Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) 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. INTEREST OF CONTRACTOR

The Contractor covenants that Contractor 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. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

The Contractor is expected to make Contractor's services available to other entities but 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 Contractor 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.

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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

**Contract for Professional Services
City of Columbia – Kyle Michel Law Firm
Appendix A**

Scope of Services

Contractor will work at the direction of the City Manager to develop and implement an annual state government legislative strategy. Contractor will lead legislative monitoring and provide weekly legislative reports on the status of priority legislation during session. Contractor will represent the City at the Statehouse continuously during session, as directed by the City Manager. Contractor will provide a report to City Council at the beginning and end of each legislative session. Finally, Contractor will assist the City Manager and staff in responding to needs involving state government information or action so that the City's state government affairs activities are coordinated and aligned. Specific work items include:

1. Leading the state legislative monitoring process, including reviewing all legislation introduced and identifying legislation that could impact the City;
2. Researching and analyzing identified legislation and bringing such legislation to the City Manager's attention for discussion of how the City would like to address the legislation;
3. Providing legislative strategy and advice to the City Manager on identified priority legislative items;
4. During session, providing the City Manager a weekly written legislative report on the status of all legislation monitored by the City for distribution to City staff;
5. Working with City staff to manage the process for presenting state issues to City Council members and staff, and managing how feedback from Council and staff is received and acted upon;
6. Maintaining a regular presence at the Statehouse during session to communicate with legislators on an ongoing basis the City's positions on priority legislation;
7. Preparing information and advocacy materials for legislators, in coordination with the City Manager and staff, and disseminating such information at the City's direction;
8. Working with the Municipal Association of South Carolina to advance positions of priority to the City at the Statehouse;
9. Providing a pre-session report to City Council on issues expected to be address and proposing City positions for Council members to discuss take action on;
10. Providing a post-session report to City Council that shows accomplishments during session and final disposition of priority City issues;
11. Arranging, and participating in, meetings with City officials and legislators and/or executive branch officials to discuss City issues, as requested;
12. Working with the City Manager and staff to communicate City positions on state issues to other regional governments, as appropriate;
13. Advising the City Manager and staff on media and public relations issues related to state government matters, as requested;

14. Assisting the City Manager in addressing state government matters that need to be addressed at the request of City Council members, City staff, or state government officials;
15. Attending City Council meetings to report on state government issues, as requested.

Contractor will work at the direction of the City Manager. Contractor will conference with the City Manager and staff on a regular basis to report on the status of Contractor's work and to discuss action items for Contractor and the City. Written reports, other than weekly legislative reports during session, will be available upon request.

Contractor will register as a lobbyist with the South Carolina State Ethics Commission ("Ethics Commission") for the City and the City will register as a lobbyist principal for the Contractor. Contractor will manage the registration and reporting process for itself and the City. The City will approve all reports filed by Contractor on its behalf at the Ethics Commission.

Time of Performance

This Agreement covers work performed by Contractor for the City between July 1, 2016 and June 30, 2017.

**Contract for Professional Services
City of Columbia – Kyle Michel Law Firm
Appendix B**

The Budget for the performance of services described in the Agreement will be seventy two thousand dollars (\$72,000). Seventy one thousand dollars (\$71,000) will be for professional services for Contractor. One thousand dollars (\$1,000) shall be available for reimbursement of reasonable out-of-pocket expenditures incurred by Contractor in the performance of services. These costs will include costs for registration of Contractor as a lobbyist for the City and registration of the City as a lobbyist principal for Contractor at the Ethics Commission. Contractor will comply with all City requirements for the reimbursement of expenses.

List of clients with whom there could be potential conflict with the City of Columbia.

The following clients of Contractor have interests before the City of Columbia. Contractor has discussed with each of these clients that Contractor will not represent their interests before the City, including City instrumentalities.

1. EngenuitySC
2. Historic Columbia Foundation
3. IT-oLogy