

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: September 27, 2022

TOPIC: **Approval of Government Relations Engagement Agreement
with Compass GR Partners**

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | _____ |
| Other | <u> X </u> |

MOTION: I hereby move for Mayor and Council approval of a Government Relations Engagement Agreement with Compass GR Partners. As stated in the scope of work, Compass Government Relations Partners, LLC, will represent the City of Hagerstown to obtain capital funding for an indoor sports facility as well as other matters agreed to between the parties. facility project.

The term of the agreement is through April 30, 2023, with fees of \$ 40,000.00. There is sufficient funding in the General Fund Legal Counsel's FY23 operating budget and transfer of \$ 20,000.00 from General Fund Budget Contingency accounts to cover these costs.

DATE OF PASSAGE: 09/27/2022



October 1, 2022

The Honorable Emily Keller
Mayor, City of Hagerstown
City Hall
1 East Franklin Street
Hagerstown, MD 21740

RE: Government Relations Engagement Agreement – Maryland 2023

Dear Madame Mayor,

Thank you for the opportunity to continue to represent you with respect to government relations services. Compass Government Relations Partners, LLC ("Compass GR Partners") will perform the services as set forth in the following documents (the "Contract Documents"):

- Scope of Work and Services
- Terms & Conditions

By countersigning below, you are agreeing to be bound by the terms and conditions of the Contract Documents.

We will provide you with prompt, high-quality, cost-effective government relations representation. If at any time you believe that Compass GR Partners is not providing you the best possible services, please do not hesitate to contact me on my cell phone at 301-801-9678.

Sincerely,
COMPASS GOVERNMENT RELATIONS PARTNERS, LLC

By: _____

Robert J. Garagiola, Principal

READ, UNDERSTOOD, AND AGREED: I agree to engage Compass GR Partners, for government relations services as set forth above and in the Contract Documents, and agree to be, jointly and severally, bound by the same.

City of Hagerstown

By: _____
Emily Keller, Mayor

Date



Scope of Work & Services

Client: City of Hagerstown

Scope of Work: Represent Client to obtain additional capital funding for an indoor sports facility (the "Project"), as well as other matters agreed to between the parties.

Services:

- (1) With an incoming Administration, develop an executive branch strategy and tactics to obtain additional capital funding for the Project.
- (2) Continue to work with the current Administration with respect to the 2023 Capital Budget, including the \$2MM preauthorization for fiscal year 2024.
- (3) Develop legislative branch strategy and tactics, taking into consideration the 2022 General Election and changes in the General Assembly.
- (4) Coordinate with legislators representing the City of Hagerstown, and other legislators relating to the Project.
- (5) Advocate before key leaders in the Maryland General Assembly, including leaders of the House and Senate Capital Budget Subcommittees to obtain funding for the Project in fiscal year 2024.
- (6) Communicate with the Client on regular intervals on progress relating to funding the Project.
- (7) Collaborate with other stakeholders to advance the Project in the capital budget.

Term: October 1, 2022 to April 30, 2023

Fees: \$40,000

The initial fee of \$10,000 will be due upon execution of this Agreement with the remainder of the amount payable in six (6) equal monthly installments of \$5,000, beginning on November 1, 2022.

Compass GR Partners will complete and file federal, state, and local government lobby registration forms on your behalf. However, the cost will be invoiced to you and shall be incorporated into your fees owing to Compass GR Partners.



Compass Government Relations Partners, LLC

Terms & Conditions

Choice of Law & Venue. All disputes arising out of or relating to this Government Relations Engagement Agreement and related Contract Documents shall be governed by, and construed in accordance with, Maryland law, and that Maryland is the exclusive jurisdiction for resolving any issues arising from this Agreement.

Confidentiality. Compass GR Partners will maintain the confidentiality of client confidential information and not disclose such information to third parties without prior consent from you, unless otherwise required to disclose such information by law.

Counterparts. This Government Relations Engagement Agreement may be executed in counterparts including via electronic means, and all of which shall constitute one and the same instrument.

Fees. You agree to pay the fees and other costs invoiced to you within 30 days after receiving the invoice from Compass GR Partners. Fees and costs not paid within 30 days shall be considered late and a late fee of five percent (5%) of the amount outstanding owing as of such date, plus interest on such amounts shall accrue at a rate of twelve percent (12%) per annum compounding daily until paid in full. You agree to pay attorneys' fees, filing fees, court costs, and related expenses to collect such fees and costs if not paid timely.

Additional Fees. In addition to the cost of lobby registrations on your behalf, you agree to pay additional costs that may be associated with representation of you, including, but not limited to, travel/mileage to/from meetings, meals, and other incidental costs on your behalf, not to exceed \$200 per month without your prior written consent.