

MEMORANDUM

To: Mayor and City Council

From: Chris Pike, Finance Director

Date: October 12, 2015

Subject: **Approval of Agreement with ConnectSouth for Georgia**

ITEM DESCRIPTION

To approve an agreement with ConnectSouth in the amount of \$65,000 for 2016 state legislative support.

BACKGROUND

Since the City's inception, the City has realized considerable value for the support and services provided by our lobbyist group. ConnectSouth has helped communicate the City's message to various state representatives and worked diligently to ensure our needs are heard at the state capitol. As with many professional services contracts, the value grows as the relationship grows. While other firms may be able to provide lobbyist services to the City, it's ConnectSouth's unique understanding of the City's needs that make it best suited to provide continued support.

ALTERNATIVES

Council could decide to not renew a contract for lobbying services. Staff does not consider this the best option given the past value realized through the services that have far outweighed the cost. Council could also decide to competitive bid out the services through a RFP. It is staff's opinion that because of this unique relationship and because of this contract's relatively small value, the City's best interests are maintained by continuing our contract with ConnectSouth. Despite other firms providing similar type of services, staff recommends a Single Source agreement over a competitive procurement process such as a RFP.

RECOMMENDED ACTION

It is respectfully requested Council approve the Single Source agreement with ConnectSouth



September 30, 2015

Christopher Pike
Finance Director
City of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, GA 30346

Dear Chris:

It has been our pleasure to represent the City of Dunwoody and we look forward to the opportunity to continue applying our years of experience in city matters moving forward into 2016.

The following constitutes a new agreement (or the "Agreement") between the City of Dunwoody ("the Client") and ConnectSouth, LLC (the "Consultant"). The following outlines the terms of the new Agreement by which the Consultant will represent the interests of the Client in the State of Georgia (the "Service Area"):

1. Scope of Association. The Consultant agrees to represent and advise the Client on all matters pertaining to the Client in the Service Area. The Consultant will meet with representatives of various governmental entities and represent the Client's interests, including legislative lobbying, regulatory lobbying, and executive branch compliance efforts. The Consultant shall advise the Client on political and policy matters relating to specific Service Area governmental entities and agencies. The Consultant shall assist the Client in its strategic planning efforts in the Service Area and agrees to assist the Client in maintaining adequate visibility before various entities and officials. The Consultant agrees not to retain any other party or make any payment to another party to assist the Consultant in representing the Client pursuant to the Agreement. The Consultant has no conflicts of interest in this project and will not undertake representation of any party with interests adverse to those of the Client, which conflict of interest shall be determined in consultation with the Consultant.
2. General Compliance. The Consultant agrees to comply with all applicable laws, rules and regulations, including, without limitation, lobbying and ethics rules governing conflicts of interest, including all disclosure necessary.
3. Fees. The Compensation to the Consultant is a total retainer of \$65,000 beginning January 1, 2015 and continuing to December 31, 2015. The retainer can be paid by the Client in monthly increments beginning January 1, 2015 or in a single payment at the beginning of the year.

4. Expenses. The Consultant will keep track of all costs, disbursements and expenses such as travel costs, Federal Express/UPS, meals, entertainment, etc. and submit itemized expenses with each billing statement, provided however that no expenses shall be incurred without the prior written consent of the Client.
5. Confidentiality of Information. The Consultant shall hold in trust for the Client and shall not use, except in the performance of services for the Client, or disclose to any other party any confidential information (as such term is hereinafter defined) which may be disclosed to or created by the Consultant in connection with the performance of services for the Client. As used herein, the term "confidential information" means any information which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of the Client, except such information which is in the public domain at the time of its disclosure to the Consultant or which subsequently enters the public domain other than as a result of a breach of duty on the Consultant's part. The obligations imposed by this clause shall survive any expiration or termination of any agreement with the Client with respect to the performance of services, or of the Consultant's employment or assignment to render services in connection therewith. The Consultant understands and agrees that the Client shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.
6. Responsibility for Damages. The Consultant agrees to indemnify and save harmless the Client from any loss or liability resulting from the Consultant's breach of the Agreement and from all costs and expenses arising from claims brought against the Client resulting from such breach, including, but not limited to, the Client's legal costs and expenses in defending against same.
7. Statements. A statement shall be submitted monthly to the Client and is to be paid by the 15th of each month, or the totality of the compensation due to the Consultant shall be paid in a single payment at the beginning of the year. Should there be any fees, expenses, or disbursements, they will be set forth separately on each statement.
8. Assignment. This Agreement may not be assigned by either party without the written consent of the other party hereto.
9. Severability. All parts of this Agreement which are found to be in conflict with any law of the State of Georgia shall be null and void, without affecting the enforceability of the surviving portions of the Agreement (except any finding that makes null and void Section 3 of this Agreement shall immediately terminate the whole of the Agreement).
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have set their signatures on the day and year written above.

WITNESSED:

For ConnectSouth LLC
(hereinabove referred to as “the Consultant”):

For the City of Dunwoody,
(hereinabove referred to as “the Client”):

Tony Simon
Partner

Christopher Pike
Title: _____

Date

Date