

**PROFESSIONAL SERVICES AGREEMENT FOR  
FEDERAL LEGISLATIVE CONSULTING SERVICES FOR THE CITY  
OF OKLAHOMA CITY FY 2024-2025**

**THIS AGREEMENT** made and entered into as set forth herein by and between the **City of Oklahoma City**, a municipal corporation, and **Potomac Strategic Development Co., LLC**,

**WITNESSETH:**

**WHEREAS**, The City of Oklahoma City is a municipal corporation organized and existing under the laws of the State of Oklahoma; and

**WHEREAS**, on May 7, 2024, the City Council voted to authorize a Request for Proposals to begin an open, competitive process to select a "Federal Legislative Consultant"; and

**WHEREAS**, an RFP selection committee consisting of representatives from the City Manager's Office, the Municipal Counselor's Office, the Finance Department, the Mayor's Office and a member of the Council Legislative Committee met to evaluate the proposals; and

**WHEREAS**, Potomac Strategic Development Co., LLC was found to have the best proposal; and

**WHEREAS**, based on the selection committee's recommendation, on June 25, 2024 the Council Legislative Committee voted to recommend a "Professional Services Agreement for Federal Legislative Consulting Services For The City of Oklahoma City" with Potomac Strategic Development Co.; and

**WHEREAS**, the following Agreement (hereinafter the "City-Consultant Agreement" or "this Agreement") is presented for City Council consideration; and

**WHEREAS**, in accordance with the policy adopted by the Council Legislative Committee in 1999, the Committee and City Council, following the competitive selection process, can authorize up to four annual renewals of the City-Consultant Agreement.

**NOW, THEREFORE**, in exchange for the consideration, covenants, agreements and premises set forth herein, and pursuant to this Agreement, The City of Oklahoma City, Oklahoma ("The City") and Potomac Strategic Development Co., LLC ("Consultant") agree as follows:

**I. OBLIGATIONS OF CONSULTANT**

A. Consultant hereby accepts employment as an independent contractor for The City and agrees to provide services as a professional legislative consultant during the term of this Agreement.

1. In fulfilling the responsibilities under this Agreement, Consultant shall act in the name of The City with the title of *"Federal Legislative Consultant to The City of Oklahoma City."*

2. Consultant shall make themselves available to The City upon reasonable notice, for consultation and the performance of specific tasks within the contemplation of this Agreement, as requested by the Mayor, City Council or Committee thereof, or the City Manager.
  3. When necessary, Consultant shall spend at least one day every three months in Oklahoma City working with the Mayor, City Council, City Manager, and City Staff on federal issues and concerns, which shall include updating information on the precise needs of The City and on issues and programs in Washington, D.C. In lieu of in-person visits, conference calls and other communication may be substituted.
- B. Consultant shall coordinate with the Mayor, City Council, City Manager, and the Executive Staff of the City to identify and prioritize The City's legislative initiatives and concerns. Consultant shall advise The City in the development of programs for the preparation and presentation of The City's position to legislators, and involved Federal officials, and the public on pending Federal legislation, regulations, or governmental matters determined by The City to warrant such action.
- C. In performance of the professional services as an independent contractor, under this Agreement, Consultant shall comply with all laws and legislative rules which are applicable to professional persons employed as a legislative consultant or lobbyist for The City, or to the activities undertaken in the performance of such services specified in this Agreement.
- D. Consultant shall not, by virtue of this Agreement:
1. Represent clients whose interests conflict or potentially conflict in any way with The City's interests or with the interests of any public trusts of which The City is a beneficiary. If any such conflict of interest or potential conflict of interest should arise during the term of this Agreement, Consultant shall notify the Mayor, City Council, and City Manager in writing of such conflict of interest or potential conflict of interest and the decision of the City Council on the matter shall be binding on all parties.
  2. Represent The City before Federal Congressional committees or in any judicial or quasi-judicial hearings conducted by hearing boards or examiners of Federal agencies, boards or commissions, unless specifically authorized by the Mayor, City Council and/or the City Manager to provide such representation.
- E. During the term of this Agreement, or any renewals or extensions thereof, the Consultant is prohibited from and shall not provide financial or any other support for any candidate for the office of Mayor or City Councilmember of The City.
- F. Consultant shall hold The City harmless with respect to any claims or actions asserted by any person against The City by reason of this Agreement, or the actions of Consultant thereunder, including but not limited to any violation of local, state or federal law committed by the Consultant. Such hold harmless agreement shall survive the term of this Agreement, and continue in effect for the stated purpose.

## II. SCOPE OF SERVICES

In performance of the professional services as an independent contractor under this Agreement, Consultant shall provide the following services:

- A. Serve as the City's Federal Legislative Consultant and, in the event the City enters into an agreement for federal legislative services with any other person or firm, work in close cooperation with that person or firm, providing overall guidance on any subject or issue and being sure the City is fully informed of all developments and concerns.
- B. Provide expert advice on Federal legislative and governmental processes as they relate to legislation or other matters affecting The City.
- C. Present The City's position on legislative matters to Federal elected officials and to other persons as necessary to achieve The City's desired objectives.
- D. Assist in the development of testimony, expert and otherwise, required for effective presentation of The City's position on pending legislation.
- E. Provide regular status reports to the Mayor, City Council, and City Manager during the term of this Agreement on legislative initiatives relative to The City's interests as follows:
  - 1. **Quarterly Reports**, due by the 15th of January, April, July, and October that report on the status of legislative initiatives assigned to the Consultant, summarize actions taken by the Consultant during the past quarter, and identify activities and issues for the next quarter.
  - 2. **Special Or Specific Reports**, that may be outside the realm of specific legislation assigned to Consultant, as may be necessary to keep The City's officials timely advised of developments, with respect to Federal government matters, other than legislation, that may affect The City's interests.
- F. Continuously monitor Federal legislative activities to identify developments that may affect The City's interests in matters of local concern, advise the Mayor, City Council, and City Manager concerning such developments, and provide his expert assessment of any action(s) that should be initiated by the City in each such case.
- G. Provide expert assessment of the actions that should be taken by The City regarding specific legislative issues, debate, pending legislation, etc. to accomplish The City's goals and objectives.
- H. Specifically target Federal programs within the areas of Transportation, Environment, Social and Health Services, Economic Development, Recreation, Community Development, Criminal Justice and Homeland Security, in order to:
  - 1. Remain apprised on the status of Federal monies currently being utilized in The City's operations and programs.

2. Identify Federal programs and/or funding in these functional areas, which are available, or potentially available, to either The City or other public institutions in Oklahoma City.
3. Work with the City Manager to establish priorities where funds or programs would best be pursued, and to develop a strategy for using the support of local elected officials and the Oklahoma Congressional Delegation to obtain these funds or programs.
4. Assist The City in preparing Federal grant applications, and work with Federal officials to expedite these applications in the review and approval process.
5. Continue to monitor these functional areas to assist in maintaining or increasing, if possible, the level of funds available or provided to The City.

I. Review the Federal Register, Commerce Clearinghouse Report, Congressional Quarterly, National Journal, and other pertinent publications to obtain information on new resources and changing Federal policies relating to Federal program available to local governments and issues and programs relative to The City's governmental operations.

J. At the City Manager's request, attend City department planning and goals-setting meetings, advise the City Manager on Federal programs that might assist City departments in achieving such plans and/or goals, and advise the City Manager on Federal legislation that may impact City departmental operations.

K. Assist the City Manager in pursuing The City's Federal Legislative Program goals and objectives in Washington, D.C.

L. Attend annual conferences of the National League of Cities and U. S. Conference of Mayors and represent The City on various task forces at the City Manager's request.

M. Advise the Mayor, City Council, and City Manager of new alternatives and/or innovative programs that can be pursued by The City to meet the needs identified in the City Budget and the City Comprehensive Plan.

N. Provide the City Manager with a complete client list at the beginning of the term of the Agreement; and immediately provide the City Manager any changes in the client list and immediately notify the City Manager in writing of any changes in the client list that could raise a concern regarding conflict of interest.

### **III. OBLIGATIONS OF THE CITY**

A. The City hereby enters into this Agreement with Consultant to be its *Federal Legislative Consultant*, subject to available and allocated funds in The City's Annual Budget.

B. The City shall advise Consultant of the name or names of persons other than the Mayor and City Manager's staff authorized to request services of Consultant, and the person or persons to be kept advised by Consultant.

C. The Contract Manager of this Agreement shall be the person designated by the City Manager, and shall serve as Consultant's primary point of contact.

D. The City shall supply Consultant with a summary of all Federal programs in which The City is participating, and advise Consultant of any new applications filed.

E. The City shall supply Consultant with copies of departmental reports, Council Agenda Summaries, and other material necessary to assist Consultant in keeping informed of current City policies, programs, and operations.

F. In the event Consultant shall become incapacitated and/or unable to perform the services contemplated by this Agreement, The City's obligations to make any further payments to Consultant under this Agreement shall cease for periods following The City's determination of Consultant's incapacity. The City's determination of incapacity shall be conveyed to Consultant in writing signed by the Mayor. Such a determination shall be conclusive for all purposes and effective upon delivery to Consultant. The City shall prorate such portion of the monthly installment due in the month after the determination of incapacity as was earned by Consultant. Provided, in the event of Consultant's incapacitation or inability to continue to provide the services set forth herein, The City, at its option, may negotiate with Consultant's firm or a member of Consultant's firm to provide said services for the remainder of the term of this Agreement.

#### **IV. COMPENSATION:**

A. The City agrees to compensate the Consultant for all services rendered under this Agreement in an amount not to exceed \$99,000 which shall be payable in twelve (12) monthly payments of \$8,250 each, upon Consultant's submission of a valid invoice complying with the requirements of §2-801 of the Oklahoma City Municipal Code, 2020.

B. All costs for staff, office space, utilities, furnishings, equipment, telephone, postage, secretarial services and all other office expenses, costs, and charges incurred by the Consultant in the performance of services under this Agreement shall be borne solely by Consultant.

C. All other expenses, costs and/or charges incurred by Consultant in performance of the services under this Agreement including without limitation travel, conference registration, entertainment, communication expenses, etc., unless specifically authorized by the Mayor and City Manager, shall be borne solely by Consultant.

#### **V. OTHER PROVISIONS:**

A. Term of Agreement: The term of this agreement shall be retroactive effective July 1, 2024 and shall run through June 30, 2025.

B. Renewal of Agreement: In 1999 the Council Legislative Committee placed a limit of four renewals of any legislative consultant agreement. The initial year of this agreement is FY 2025 and this agreement may be extended on an annual basis for four additional consecutive fiscal years

beginning on July 1, 2025 subject to mutual agreement of the parties and subject to the discretion of the Council Legislative Committee and the City Council.

C. Assignment of Agreement: The Consultant shall not transfer or assign any interest, obligation, or benefit under or by virtue of this Agreement without the prior written consent of The City to such transfer or assignment.

D. Termination of Agreement: The City reserves the right to terminate this Agreement with or without cause upon ten (10) days written notice to Consultant at their regular office or regular place of business; provided, Consultant shall be entitled to the compensation required by this Agreement for any services satisfactorily completed prior to the time of termination.

E. Independent Contractor Status: The parties hereby acknowledge and covenant that the Consultant is an independent contractor and will act exclusively as an independent contractor and not as an employee of the City in performing the duties hereunder. The parties do not intend and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. The City will not withhold any social security tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to the Consultant. All such taxes, if due, are the responsibilities of the Consultant and will not be charged to the City. The Consultant agrees not to make any claims to any welfare or retirement benefits available to qualified employees of the City, for work done in relation to this Agreement.

F. Venue and Applicable Law: The parties agree that any dispute which may arise between them arising out of or in connection with this Agreement shall be adjudicated before the District Court of Oklahoma County located in Oklahoma City, Oklahoma. The parties hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma, with respect to any action or legal proceeding commenced by either party. The parties agree to service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the addresses set forth in paragraph V(I) of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

G. Electronic Transmittals: During the course of this Agreement, members of the Potomac Strategic Development Co., LLC or City may need to electronically transmit confidential information to each other and to other entities engaged by either party. E-mail is a fast and convenient way to communicate. However, e-mail is not a secure means of communication and, thus, confidentiality could be compromised. The parties agree to the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between the parties and outside specialists or other entities engaged by either party.

H. No Waiver: The failure or neglect of the City to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver of such term or condition nor the relinquishment in the future of such term or condition,

but such term or condition shall continue in full force and effect.

I. Notices: All notices contemplated by this Agreement shall be given by addressing the appropriate material as follows:

For the City: Craig Freeman  
City Manager  
The City of Oklahoma City  
200 North Walker  
Oklahoma City, OK 73102  
Telephone: (405) 297-2345

For Consultant: Stephen E. Carey  
Potomac Strategic Development Co., LLC  
1411 Russell Road  
Alexandria, VA 22301  
Telephone: (703) 395-1241

J. Validity: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.

K. Counterparts: This Agreement may be executed in several counterparts each of which will be deemed to be an original and together will constitute one and the same agreement.

(The remainder of this page is intentionally blank.)

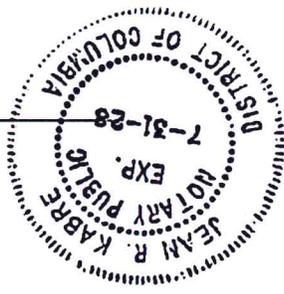
THIS AGREEMENT APPROVED this 2<sup>nd</sup> day of July, 2024,  
by Potomac Strategic Development Co., LLC.

[Signature]  
~~SECRETARY~~ MICHAEL PRESTON

STATE OF DISTRICT OF COLUMBIA  
COUNTY OF WASHINGTON, DC )SS.

Subscribed and sworn to by a representative of Potomac Strategic Development Co., LLC before me  
this 2 day of July, 2024.

[Signature]  
NOTARY PUBLIC



My commission expires 07/31/2028  
[SEAL]  
My Commission Number N/A

THIS AGREEMENT APPROVED this 30TH day JULY, 2024, by The  
City of Oklahoma City.

ATTEST:

[Signature]  
City Clerk



[Signature]

REVIEWED as to form and legality.

[Signature]  
Assistant Municipal Counselor

NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

MICHAEL PRESTON, PARTNER
Type Name of Authorized Agent/Representative Title

Signature

PODMAC STRATEGIC Development Co. LLC
Company Name

1411 Russell Rd. Alexandria, VA 22301
Address Zip Code

703-395-1241
Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

State of \* DISTRICT OF COLUMBIA

County of \* WASHINGTON, DC

[\*State and County where notarized must be written in for bid/proposal to be considered.]



Signed and sworn to before me on this 2 day of July, 2024 by MICHAEL PRESTON
(Print the name of the agent/representative who signed above.)

My Commission Number: N/A
[Oklahoma]

JEAN R. KABRE
Type Name of Notary Public

My Commission Expires: 07/31/2028
[Date/Year]

Signature of Notary Public

[49 Okla. Stat. 2011 §119]

**NON-DISCRIMINATION STATEMENT**

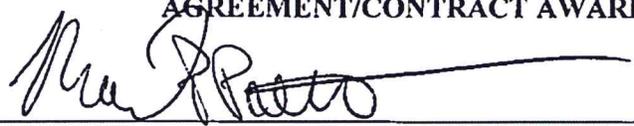
The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

**THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT AWARD**

Sign Here    
Signature of Individual

Partner  
Title

MICHAEL PRESTON  
Printed Name of Individual

Patrona Software Development Co. LLC  
Company Name and Address

1411 Russell Rd.  
Alexandria, VA 22301  
Zip Code

703-395-1241  
Telephone Number and Fax Number if any