

**PROFESSIONAL SERVICES AGREEMENT
FOR STATE LEGISLATIVE CONSULTING SERVICES
FOR THE CITY OF OKLAHOMA CITY FY 2023-2024**

THIS AGREEMENT made and entered into as set forth herein by and among **The City of Oklahoma City**, a municipal corporation, and **The C. Taylor Group, LLC d/b/a The Taylor Group**

WITNESSETH:

WHEREAS, The City of Oklahoma City, Oklahoma (“City”), is a municipal corporation organized and existing under the laws of the State of Oklahoma; and

WHEREAS, in each regular session of the Oklahoma Legislature, the City, by and through its Mayor, Council, Council Legislative Committee and/or its City Manager (or their designated executive staff members), has a number of bills that it desires to have introduced and/or enacted by the State Legislature, as well as a number of State legislative bills or issues that it desires to support, monitor and/or oppose, which bills propose amendments to the Oklahoma Statutes that in some way impact the operations of the City and/or its residents; and

WHEREAS, in each regular session of the Oklahoma Legislature, the City attempts to coordinate its State lobbying efforts with the Oklahoma Municipal League (“OML”), and occasionally with other Oklahoma cities and towns, and to cooperate with the OML and with such other cities and towns on such matters to the extent that the City’s interests are consistent with the interests of the OML and/or such other cities and towns; and

WHEREAS, occasionally during an extraordinary session of the Oklahoma Legislature, the Legislature considers a bill or bills or an issue or issues that could or may impact the operations of the City and/or its citizens; and

WHEREAS, occasionally the City has a need to contact other State elected or appointed officials (besides State legislators) and to present to such officials the City’s position(s) on State governmental matters that could or may impact the operations of the City and/or its citizens; and

WHEREAS, on July 2, 2019 the City Council voted to authorize a Request for Proposals to begin an open, competitive process to select a “State Legislative Consultant,”; and

WHEREAS, the legislative consulting services proposed by The Taylor Group, through its response to the competitive selection process will be provided by Clayton C. Taylor and Clay Taylor, along with an experienced support staff; and

WHEREAS, accordingly, on August 27, 2019 the City Council voted to authorize and direct the City Manager to negotiate a “Professional Services Agreement for State Legislative Consulting Services For The City of Oklahoma City” with The Taylor Group; and

WHEREAS, the City Manager followed the direction of the City Council and negotiated this Agreement (hereinafter the “City-Consultant Agreement” or “this Agreement”); 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; and

WHEREAS, this would be the fourth annual renewal 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, OK, a municipal corporation (“City”) and The Taylor Group (“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 (i.e., state lobbyist) 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 *“State Legislative Consultant to The City of Oklahoma City.”*

2. Consultant shall be available to the City (by and through the Mayor, Council, and City Manager, or their designated representatives), upon reasonable notice for consultation and performance of specific tasks within the contemplation of this Agreement, as such tasks are requested by the Mayor, City Council, Council Committee, or the City Manager (or his designee).

B. Consultant shall coordinate with the Mayor, City Council, City Manager, and the executive management staff of the City to identify and prioritize the City's State legislative initiatives and concerns. Consultant shall advise the City in the development and execution of strategies and tactics for the preparation and presentation of the City's position(s) to State legislators and involved State officials (and, if requested, the public) on pending State legislation, regulations, or other State governmental matters determined by the City to warrant such action. Consultant shall also inform the City of pending State legislative bills or issues that might impact The City or any public trust of which the City is a beneficiary. Specific services expected of Consultant shall include the specific items set forth in Section II, “Scope of Services,” of this Agreement, and/or other specific State lobbying services as may from time-to-time be specifically requested of Consultant by the Mayor, City Council, Council Legislative Committee, or the City Manager (or his designee).

C. In performance of the professional legislative consultant services required under this Agreement, and as an independent contractor, Consultant shall comply with all laws and legislative and/or other rules and regulations that are applicable to professional persons employed as legislative consultants or lobbyists 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 demonstrable 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, the following procedures shall apply:

a. The Consultant shall notify the City Manager in writing of such conflict of interest or potential conflict of interest, with such notice to contain an explanation of the facts.

b. The City Manager shall review the facts and make a determination concerning whether such a conflict of interest or potential conflict of interest actually exists.

c. If the City Manager determines that such a conflict of interest or potential conflict of interest actually exists, he or she shall direct the Consultant to take the appropriate action or actions that the City Manager, in his or her discretion, feels necessary to resolve such conflict and inform the Council Legislative Committee of his determination and directions.

d. If the Consultant disagrees with the determination of the City Manager or his or her direction(s) concerning such conflict of interest or potential conflict of interest, the Consultant may appeal such decision to the Council Legislative Committee, which shall review the facts and make such decision as ought to be made. The decision of the Council Legislative Committee on the matter shall be final and binding on all parties.

2. Represent the City in any judicial or quasi-judicial hearings conducted by hearing boards or examiners of State agencies, boards or commissions, *unless* specifically requested and authorized by the Mayor, City Council and/or the City Manager to provide such representation and Consultant agrees to provide such services. Any such approved representation at a judicial or quasi-judicial hearing shall be coordinated with the Office of the Municipal Counselor.

E. Consultant shall allocate sufficient personnel and resources as necessary to perform all obligations and services set forth in this Agreement.

F. 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.

G. Consultant shall hold the City, its Mayor and Council, officers, agents and employees harmless with respect to any claims or actions asserted by any person against The City, its Mayor and Council, officers, agents or employees 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 at a minimum provide the following specific services:

A. Expert advice on the Oklahoma State legislative and State governmental processes as they relate to legislation and/or other State governmental issues or matters affecting the City.

B. Present the City's position(s) on State legislation and/or other State legislative issues and matters to State elected officials and/or to other persons as necessary to achieve the City's desired objectives.

C. Assist in the development of testimony or other evidence, expert and otherwise, required for effective presentation of the City's position(s) on State legislation affecting the City.

D. Assist in providing coordination and cooperation between the City and the OML in enacting, supporting, monitoring or opposing State legislative bills or issues of common interest or concern. During the State legislative session, attend OML legislative lobbyist meetings.

F. Provide regular status reports to the Mayor, City Council and City Manager (or his designee) during the term of this Agreement as follows:

1. **WEEKLY REPORTS**, when the Legislature is in regular session, which reports shall include relevant information concerning the status of legislative initiatives (i.e., tasks) assigned to the Consultant by the City and information related to any other state legislative or administrative actions that might, in the professional judgment of the Consultant, impact the City, its officers or employees, or any public trust of which the City is a beneficiary. And, by June 30, 2024, Consultant shall provide one final Weekly Report that summarizes the status of all such tasks as of the date of *sine die* adjournment of the 2024 Regular Session of the Oklahoma Legislature.

2. **MONTHLY REPORTS**, when the Oklahoma Legislature is out-of-session, covering any State governmental matters deemed relevant by the Consultant in regard to the City's municipal interests.

3. **SPECIAL REPORTS**, that may cover matters outside the realm of specific legislation or tasks assigned to Consultant, as may be necessary to keep the Mayor, City Council, and City Manager timely advised of developments, with respect to State governmental matters, that may affect the City's municipal interests.

G. Provide regular reports to the Mayor, City Council, and City Manager as required to keep such officials timely advised of developments with respect to State governmental matters, other than legislation, that may from time-to-time have been assigned to the Consultant.

H. Attend meetings of the Council Legislative Committee and meetings with City staff when requested upon reasonable notice by the Mayor, Council, Council Legislative Committee, or City Manager.

I. Continuously monitor State legislative activities to identify developments which may affect the City's municipal interests or the interests of any public trust of which the City is a beneficiary, advise the Mayor, City Council, and City Manager of any such activities, and provide its expert assessment of the action(s), if any, which should be initiated by the City in each such case.

J. Determine the action(s) to be taken by the Consultant to achieve the City's desired objectives with respect to each assigned task. In regard to State legislation (bills) that The City is seeking to have enacted by the Oklahoma Legislature, such actions by the Consultant shall include, at a minimum, the following:

1. If requested by the City, Consultant shall cause the bills that the City seeks to have enacted to be drafted and to thereafter be introduced at the State Legislature; provided, to the extent reasonably possible, The City agrees to provide the amendatory language to be inserted into a bill to Consultant so that Consultant can provide such language to the proposed author of the bill and/or to House or Senate staff; provided however, the City reserves the right to ask that Consultant involve State legislative staff in the drafting of a bill if the expertise of State legislative staff on the particular subject matter of the bill would or might be helpful or necessary.

2. For bills to be introduced pursuant to Paragraph J.1. above, Consultant shall find authors for the City's bills in both the house of origin and in the opposite house.

3. For bills to be introduced pursuant to Paragraph J.1. above, Consultant shall: (1) advise the Community and Government Affairs Manager (currently Jane Abraham) of all committee meetings of the Oklahoma Legislature at which a City bill will be heard; (2) be present at the State legislative committee meeting and address the committee as necessary to secure approval of the City's bill by the committee; and (3) determine the need for and arrange for City expert testimony to the committee as needed to secure approval of the City's bill by the Committee.

K. 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.

III. OBLIGATIONS OF THE CITY.

A. The City herewith enters into this Agreement with Consultant to be its *State Legislative Consultant*.

B. The City shall advise Consultant in writing 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 Community and Government Affairs Manager (now Jane M. Abraham), or such other person(s) designated in writing by the City Manager, and such person or persons shall serve as Consultant's primary point(s) of contact with The City.

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

E. 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.

IV. COMPENSATION.

A. The City agrees to compensate the Consultant for all services rendered under this Agreement an amount not to exceed \$84,000 payable in twelve (12) monthly payments in the amount of \$7,000, 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 this Agreement shall be borne solely by the Consultant.

C. All other expenses, costs and/or charges incurred by the 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 the Consultant.

V. OTHER PROVISIONS.

A. Term of Agreement: This Agreement shall be retroactively effective as of July 1, 2023 and shall run through and including June 30, 2024.

B. Renewals: 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 2020 and this agreement may be extended on an annual basis for four additional consecutive fiscal years beginning on July 1, 2020 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. Amendments to Agreement: The parties agree that this Agreement or any renewals thereof may be amended by mutual consent of both parties, with any amendments to be in writing and signed by the parties.

E. Termination of Agreement: The City reserves the right to terminate this Agreement with or without cause upon ten (10) days' written notice to the Consultant at his 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. Consultant may give notice to terminate this Agreement without cause only upon 90 days written notice to the City through the City Clerk, with a copy of the notice to the designated Community and Government Affairs Manager.

F. 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.

G. 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.

H. Electronic Transmittals: During the course of this Agreement, Consultant 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.

I. 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.

J. 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, 3rd Floor
Oklahoma City, OK 73102
Telephone: (405) 297-2345

For Consultant:

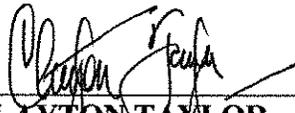
Clayton Taylor
The Taylor Group
P.O. Box 18227
Oklahoma City, OK 73154
Telephone: (405) 525-6336

K. 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.

L. 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.

(Remainder of this page is intentionally blank – signature page follows)

THIS AGREEMENT APPROVED this 31 day of July, 2023 by
The Taylor Group.



CLAYTON TAYLOR
President, The Taylor Group

STATE OF OKLAHOMA)
)SS.
COUNTY OF OKLAHOMA)

Subscribed and sworn to before me this 31 day of JULY, 2023.

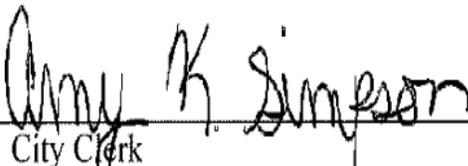


NOTARY PUBLIC
LOAN DINH-LE
Notary Public
State of Oklahoma
Commission # 15007368 Expires

My commission expires 08/10/23
[SEAL]
My Commission Number 15007368

THIS AGREEMENT APPROVED BY THE MAYOR AND COUNCIL OF THE CITY
OF OKLAHOMA CITY this 15TH day of AUGUST, 2023.

ATTEST:



City Clerk





Mayor

REVIEWED for form and legality.



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 ← ←

Clayton C Taylor President
Type Name of Authorized Agent/Representative Title

Signature

C. Taylor Group
Company Name

P.O. Box 18227 OKC, OK 73154
Address Zip Code

405. 525. 6336
Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

State of * OKLAHOMA

County of * OKLAHOMA

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

Signed and sworn to before me on this 31 day of JULY 23 by CLAYTON C TAYLOR
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 15007368
[Oklahoma]

LOAN DINH-LE
Type Name of Notary Public

My Commission Expires: 08/10/23
[Date/Year]

Signature of Notary Public



LOAN DINH-LE
Notary Public
State of Oklahoma
Commission # 15007368 Expires

[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 Clayton C. Taylor PRESIDENT
Signature of Individual Title

Clayton C. Taylor
Printed Name of Individual

C. Taylor Group PO Box 18227 OKC, OK 73154
Company Name and Address Zip Code

405.525.6336
Telephone Number and Fax Number if any