

RESOLUTION NO. 74 - 2017

Moved by: Wanda K. D. Williams

A Resolution authorizing the City of Harrisburg to negotiate and enter into a professional services contract with Maverick Strategies for strategic guidance and intelligence gathering for lobbying-related services.

**WHEREAS**, the City of Harrisburg (the "City") desires to monitor legislative activities and communicate with key decisionmakers at the Capitol on issues that impact the City and its constituents; and

**WHEREAS**, Maverick Strategies provide a range of professional lobbying services, including government relations and political consulting; and

**WHEREAS**, the City has determined that it is in the best interest of the City to retain Maverick Strategies and intends to enter into an agreement for strategic guidance and intelligence gathering for lobbying-related services with Maverick Strategies; and

**WHEREAS**, a copy of the proposed professional services contract offered by Maverick Strategies is attached as "Exhibit A."

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG**, that the City of Harrisburg is authorized to negotiate and enter into a professional services contract with Maverick Strategies for strategic guidance and intelligence gathering for lobbying-related services.

**BE IT FURTHER RESOLVED** that the Mayor, City Controller and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

Seconded by: B. J. Jallat

Passed the City Council November 28, 2007

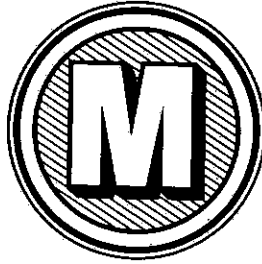
Wanda R.D. Williams  
President of City Council

Attest [Signature]  
City Clerk

Approved

YEAS		NAYS
<input checked="" type="checkbox"/>	MR. ALLATT	
<input checked="" type="checkbox"/>	MS. DANIELS	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	MS. GREEN	
<input checked="" type="checkbox"/>	MR. JOHNSON	
<input checked="" type="checkbox"/>	MR. MADSEN	
<input checked="" type="checkbox"/>	MR. MAJORS	
<input checked="" type="checkbox"/>	MS. WILLIAMS	
Yeas	<u>6</u>	
Nays	<u>1</u>	

# Exhibit A



August 3, 2017

**Office of the Mayor,**

This letter will formalize the discussions and engagement between the **City of Harrisburg (client)**, located at 10 North Second Street, Suite 206, Harrisburg, PA 17101 and **Maverick Strategies (contractor)**, located at 403 North Second Street, Harrisburg, PA 17101, for government and public affairs work.

1. Term. This agreement shall be effective as of September 1, 2017 and shall run through August 31, 2018.
2. Services. The contractor shall provide the following professional services:
  - a. **General Consulting**. Maverick Strategies will offer the client strategic guidance and intelligence gathering for the group.
  - b. **Relationship Building**. Our team will work hard to open doors to key decision makers in the state to not only introduce you and your business to them, but also the issues that matter to you.
  - c. **Message Creation**. Our background is in messaging, and we work with our clients to help them craft the right message for their issues. So much of lobbying today is making the issues relevant within the Capitol, but also in the districts of decision makers. We use our background in campaigns to take a top down look at the issue and recommend a way to communicate not only to the general assembly, but the general public when appropriate.
  - d. **News Monitoring**. Maverick Strategies will aggregate relevant news articles from throughout the Commonwealth and deliver them to the client on an agreed upon basis.
  - e. **Hill Monitoring**. Maverick Strategies will monitor the activities on the Hill in regards to issues we are tracking and send updates as legislation moves.
  - f. **Client Communications**. Every client is different, so we work with you to come to a mutually agreeable communication plan internally. We will work to make sure that you have the type of interaction that you expect, and we will constantly reevaluate that relationship to ensure you are getting the type of service you need.
  - g. **General Tasks Promoting The Goals of The Client**. Maverick Strategies will perform any other reasonable task requested by the client in regards to Pennsylvania legislative issues.
3. Retainer. Client will pay a retainer in the amount of \$5,000 a month. Any other expense will first need approval of the client.

4. Compliance with Laws. Both parties shall comply with all applicable federal, state and local statutes, rules, regulations or ordinances regarding the performance of its activities under this agreement.
  - a. **Anti-Corruption Compliance**. In connection with services performed under this agreement, contractor shall not pay, offer or promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to any government official or employee of any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action in any commercial transaction or in any governmental matter. Contractor has in place at the time of execution of this agreement and will maintain and enforce during the entire term of this agreement its own firm policy requiring adherence to ethical business practices, including a prohibition on bribery of government officials.
  - b. **Lobbying Compliance**. Contractor is aware that lobby registration and reporting requirements may be applicable to the contractor's activities under this agreement, including, but not limited to Federal, state and/or local laws. Contractor represents and warrants that contractor is familiar and will comply with any and all applicable Federal, state and/or local lobby registration and reporting requirements as well as any other requirements imposed upon lobbyists, including, but not limited to, gift restrictions under applicable lobbying laws. Contractor shall cooperate with client to the extent necessary for client to comply with any applicable lobby registration and reporting requirements, including, but not limited to, informing client of the amount or percentage of client's payment that is attributable to Federal lobbying activities or state legislative lobbying activities.
  - c. **Registration and Reporting**. Contractor agrees to take all steps to assure compliance with any applicable Federal, state and local lobbying registration and reporting laws and rules, including preparing and timely filing of client and contractor lobbying registration forms and financial reports and client registration documents. Contractor agrees to take all steps to assure compliance with any applicable state and local campaign finance registration and reporting laws and rules, including preparing and timely filing of client registration and reports of corporate political contributions. Contractor shall provide to client, upon request, copies of all reports required by law to be filed with any governmental entity with respect to any activities undertaken by contractor on behalf of client.
5. Confidential Nature of this Relationship. This relationship will create an exchange of information, written and oral, between the parties, including data, documents, surveys, concepts, drafts, other relationships, strategies and tactics; no disclosure of any such information by either party without the express consent of the other shall be permitted. The relationship between the client and the contractor outlined in this agreement is confidential between the parties and will not be disclosed by either party either presently or in the future. This provision of the contract, in particular, shall survive the term of this agreement.
6. Independent Contractor. During the term of this agreement, the contractor shall be an independent contractor and not an agent of the client. The contractor shall supervise the

performance of its own services and shall have control of the manner and means by which its services are performed, subject to compliance with this agreement and any items requiring the client's approval.

7. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the United States of America.
8. Entire Agreement. This is the entire agreement of the parties. There are no other representations, understandings or agreements, oral or written, express or implied, which are not contained herein.
9. Cancellation of Agreement. Either Party can cancel this agreement with sixty (60) days written notice.
10. Extension of this agreement. This agreement may be extended for an agreed to time period by mutual consent of both parties.



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Ray Zaborney

Date

08/03/2017

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City of Harrisburg

Date

**INTER**

**OFFICE**

# MEMO


To: HARRISBURG CITY COUNCIL  
From: Kirk Petroski, City Clerk  
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2017      RESOLUTION NO. <sup>74</sup>-2017

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:

  
\_\_\_\_\_  
City Solicitor

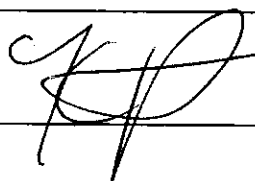
8/25/17  
\_\_\_\_\_  
Date

Requested by Department/Bureau: Mayor

Department/Bureau Contact Person: Cathy Hall

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on

Received by:   
\_\_\_\_\_

Date: 8-25-17