



Via Email – tlogsdon@frostburgcity.org

The Honorable Todd Logsdon

City of Frostburg

37 S. Broadway

Frostburg, Maryland 21532

November 20, 2024

RE: ***Contract Renewal of Government Relations Representation – Contract Year 2025***

Dear Mayor Logsdon:

Once again, Percy Public Affairs, LLC, is honored for the opportunity to continue our representation for the City of Frostburg, in Annapolis. During the 2024 legislative session, we worked closely with you and your staff on several priorities, most notably the water issue between Frostburg and the Town of Lonaconing. During the interim, we continued our commitment to continuing ongoing discussions with the Governor’s Office, MDE, and the Allegany Co. Delegation, to find a reasonable short and long-term resolution.

We firmly believe in the long-standing relationships that we have cultivated within the Executive Branch, the members and staff of the Maryland General Assembly, higher- education, and local elected officials and representatives establish an ongoing link between our team and the City of Frostburg.

We humbly submit this proposal for lobbying services to support your priorities during the 2025 calendar year.

Should you or the city council have any questions or concerns, I will be your primary point of contact moving forward. Please don’t hesitate to contact me at any time at rich@percypublicaffairs.com or my cell at 410-279-7684.

Thank you for your consideration and PPA is looking forward to continuing our partnership with the City of Frostburg.

Sincerely,

A handwritten signature in blue ink that reads 'Richard'.

Richard J. Reinhardt, II, J.D.

Partner

Client Engagement

This Client Engagement Agreement (“Agreement”) formalizes the relationship between Percy Public Affairs LLC (PPA), having an address at 163 Waterfront Street, Suite 440, National Harbor, Maryland 20745 and the City of Frostburg, having an address at 37 S. Broadway, Frostburg, MD 21532 (“Client”). PPA and Client may also be referred to herein as a “Party” or collectively as “Parties.”

The Client hereby engages PPA to provide lobbying and government relations services with the State of Maryland.

1. Terms and Definitions

This Agreement is effective as of December 31, 2024 (the “Effective Date”) and continues through December 31, 2025 (the “Term”) or until either party terminates this relationship pursuant to Section 5 herein.

PPA Primary Point of Contact:

Name: Richard Reinhardt

Email: rich@percypublicaffairs.com

Phone: 410-279-7684 (work cell)

Address: 163 Waterfront Street, Suite 440, National Harbor, Maryland 20745

Client Primary Point of Contact:

Name: Elizabeth Stahlman

Position: City Administrator

Email: estahlman@frostburgcity.org

Phone: 301-697-6149

Address: 37 S. Broadway, Frostburg, MD 21532

Client agrees to pay PPA monthly installments of **ONE THOUSAND SEVEN HUNDRED-FIFTY DOLLARS (\$1,750.00)** (the “Fee”) each with no interest, according to the terms set forth in Section 4 herein.

2. Client Goals

Within one (1) week of the Effective Date, PPA and Client shall meet in person or via video or phone conference to discuss Client’s goals and engage in collaborative strategic planning. PPA and Client will discuss at this goal-setting meeting the goals and tactics that will be used to attain those goals together.

PPA understands that some matters discussed during the annual goal-setting meeting or otherwise disclosed by Client may include Client trade secrets and other proprietary information which Client prefers to keep confidential. It is Client’s sole responsibility to inform PPA if specific information discussed is to remain strictly confidential between Client and PPA. That information will be marked “Trade Secret” in PPA internal files to ensure all PPA employees keep these matters strictly confidential.

PPA will create a written annual strategic plan following the goal-setting meeting (the “Strategic Plan”). Client is encouraged to review the Strategic Plan carefully and provide feedback as soon as

possible and from time to time if Client desires to make any changes therein. PPA will use the Strategic Plan to guide its advocacy on behalf of Client.

3. General Scope of Work

Ethics

Upon Client's signature of this Agreement, PPA will timely enroll its employed lobbyists, as required by law, as registered lobbyists for Client with the Maryland State Ethics Commission and other local governments' ethics registration authorities, as necessary and appropriate. Registration is effective for the lobbying year, which for the State of Maryland, begins on November 1 of each year and terminates on October 31 of the following year (the "State Lobbying Year").

If the Client - PPA relationship begins mid-State Lobbying Year, the registration will be effective for the remainder of the State Lobbying Year. If said relationship begins in the middle of any applicable local government registration term, the registration will remain effective for the remainder of that term. PPA will re-register members of its team for each State Lobbying Year and applicable local government lobbying term during the term of this Agreement on behalf of Client.

If Client or PPA discontinues this relationship, the registration(s) will remain active with the Maryland State Ethics Commission until the end of the State Lobbying Year or other applicable term unless Client expressly requests in writing their active termination.

The Maryland State Ethics Commission charges a fee of \$103 per lobbyist registration per client per year. Client will see this charge reflected on its billing invoice upon execution of this Agreement and in October of each year. Client retains all responsibility and liability for any and all applicable registrations required for all other employees and agents not employed by PPA. PPA prides itself on exceptional ethical standards and strictly complies with state and local regulations.

The Maryland State Ethics Commission requires Activity Reports for each registered lobbyist twice per lobbying year- due May 31 and November 30. PPA will be responsible for timely filing each of these Activity Reports for any and all of its employees registered for Client.

The Maryland State Ethics Commission requires Special Event Reports to be filed following any legislative meal or reception event. PPA will be responsible for timely filing any Special Activity report warranted by PPA's advocacy efforts on behalf of Client.

Communication

Clear, open, frequent and candid communication is the key to any healthy relationship, including the one between Client and PPA. PPA will schedule regular status updates with Client, generally for up to one (1) hour every week by phone or video conference. At a minimum, primary points of contact for PPA shall attend these, with other representatives of PPA participating as necessary.

Email and phone communication are encouraged between Client and PPA between status updates and as often as appropriate. PPA will make every effort to respond to any Client communication within twenty-four (24) hours.

If Client or Client's employees or agents interact with government officials independently of PPA, then PPA respectfully requests that Client communicate with PPA about those interactions, even if they are

in a personal capacity outside of their official work or unrelated to the goals Client is working on with PPA, to maximize PPA's ability to represent Client.

Scope of Engagement

The following is a short list of specific legislative and executive branch advocacy that will continue for Client during our next year of representation:

- *Advocating before the Maryland General Assembly concerning the interests of the Client;*
- *Educating the new Administration and his staff, the Executive Branch, and members of the Maryland General Assembly of Client's legislative agenda and priorities and advancing them during 2025 interim session;*
- *Cultivating new relations between the Client and members of the Maryland General Assembly and strengthening existing relations to create long-term and sustainable support and legislative "champions" to advance the Client's priorities and strategic plan for future years; and*
- *Other matters agreed to by the Client and PPA (collectively, the "Scope of Engagement") including other matters that may arise through the course of business in the general assembly.*

Services

During the Term, PPA will provide the following services ("Services") to the Client related to the Scope of Engagement:

- *Meet with key stakeholders, including House and Senate leadership, respective committee members, executive branch officials, and other legislators of importance to advance the Client's legislative agenda;*
- *Attend relevant meetings and/or hearings either with representatives of the Client or on behalf of the Client;*
- *Conduct ongoing review and tracking of all proposed legislation for the 2025 Legislative Session, and provide real-time updates on developments pertinent to the Scope of Engagement as well as conduct regularly scheduled check-ins;*
- *Schedule specific meetings with the Legislative District representatives and the Western Maryland Delegations regarding the Client's priorities and seek their support;*
- *Provide the Client with major updates each quarter of the interim to discuss the work plan, deliverables and accomplished milestones;*
- *Provide strategic and political advice when requested and within the law related to campaign activities, elections, fundraising requests, and related matters; and*
- *Ethics compliance filings as required.*

Political Contributions

Political contributions are a part of lobbying. PPA lobbyists contribute personally to legislators with whom they have personal and professional relationships. Maryland law prohibits lobbyists from soliciting political contributions from clients or advising clients about political contributions unless the client requests such information.

If Client desires advice about whether making political contributions would be beneficial to building relationships with key legislators, it should send that request to rich@percypublicaffairs.com and PPA will advise in writing.

4. Fee and Payment

Client understands that the nature of government affairs work is cyclical, with workload varying from week to week and month to month. PPA's Fee is not based on an hourly rate or tied to any one member of the team or another, as client success is not based on a set number of hours worked. PPA will always employ its best efforts to achieve Client's goals.

PPA shall invoice Client monthly for PPA services. Invoices are sent on the first day of the invoice month. Payment is due upon receipt of invoice. Maryland law forbids contingency fees in lobbying and government affairs work. PPA is unable to contract for or accept any payment based upon any outcome.

5. Termination

Either party may terminate this relationship at any time and for any reason with thirty (30) days' prior written notice to the other party. Notice should be made in writing and sent to rich@percypublicaffairs.com with the subject line: "Termination of Relationship."

PPA internal files will not be transferred to Client. They will be retained for a period of years pursuant to state law and statute of limitations rules and thereafter destroyed by shredding or certified secure document destruction.

6. Law & Venue

Client and PPA agree that any dispute between them shall be resolved according to Maryland law through the Maryland court system.

7. Severability

If any section of this Agreement is found to be void or unenforceable, the remainder of the Agreement shall stand unimpeded.

8. Entirety

This Agreement represents the full agreement between PPA and Client. There are no oral agreements, other writings, or implied understandings between PPA, Client, or employees or agents of either PPA or Client relating to PPA's representation of Client for lobbying or government relations purposes.

9. Counterparts

Client and PPA may execute this Agreement in counterparts, sending the signed copy to the other party by email or U.S. Mail. This Agreement is effective as of the date set forth herein.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

PERCY PUBLIC AFFAIRS, LLC

By: Richard J. Reinhardt, II
Richard J. Reinhardt, II, Partner

Date: 11/20/2024

THE CITY OF FROSTBURG

By: _____
Todd Logsdon, Mayor

Date: _____