



## CONTRACT FOR GOVERNMENTAL AFFAIRS & ADVOCACY SERVICES

This Contract for Governmental Affairs and Advocacy Services (hereafter referred to as the "**Agreement**") by and between THE PICARD GROUP, L.L.C., a Louisiana limited liability company (hereafter referred to as "**THE PICARD GROUP**"), represented herein by Tyron D. Picard, its duly authorized Member, and CITY OF WEST MONROE (hereafter referred to as "**CLIENT**").

1. ENGAGEMENT. In accordance with the terms of this Agreement, CLIENT hereby engages THE PICARD GROUP to serve as a governmental affairs consultant and lobbyist for CLIENT, and THE PICARD GROUP hereby agrees to such engagement.

2. TERM. The term of this Agreement shall commence on May 15, 2023 and shall continue until May 14, 2024. This Agreement may be renewed thereafter by the mutual written consent of the parties hereto.

3. SERVICES. THE PICARD GROUP shall provide the agreed upon scope of service to CLIENT as described in Exhibit A to this agreement and named "Scope of Work", which exhibit is incorporated fully herein by reference as an integral part of this Agreement. The services of THE PICARD GROUP hereunder shall be provided by or under the direction of Emily Bacque Da Silva.

4. COMPENSATION. As compensation for the governmental affairs and advocacy services to be provided by THE PICARD GROUP hereunder, CLIENT shall pay THE PICARD GROUP a fee of \$8,000 per month, commencing on May 15, 2023 for twelve (12) consecutive months. Services rendered are billed at the beginning of each monthly compensation period. Payment is due upon receipt.

5. EXPENSES. Any expenses incurred by THE PICARD GROUP for entertainment, public relations, and travel associated with providing governmental affairs and advocacy services to CLIENT under this Agreement shall be itemized and shall be subject to the approval of CLIENT. All clerical and personnel expenses incurred by THE PICARD GROUP in providing governmental affairs and advocacy services under this Agreement shall be at the sole cost of THE PICARD GROUP.

6. DELINQUENT ACCOUNTS. THE PICARD GROUP reserves the right to charge interest at a rate not to exceed twelve (12%) percent per annum on any balance outstanding on CLIENT's account that has been on our receivable list for more than thirty (30) days. If assessed, this amount shall be added to CLIENT's monthly billing. THE PICARD GROUP reserves the right to terminate this relationship for nonpayment of fees or expenses.

7. LIMITATIONS. CLIENT acknowledges and agrees that THE PICARD GROUP shall have no liability for actions or decisions made in good faith while providing the governmental affairs and advocacy services hereunder. Further, CLIENT acknowledges and agrees that this Agreement is **not** a contract for legal services and any advice and services rendered by THE PICARD GROUP pursuant to this Agreement shall not constitute legal advice or legal services and shall not subject THE PICARD GROUP to professional liability for the rendering of legal services.

8. INDEPENDENT CONTRACTOR. The relationship of each party hereto shall be that of an independent contractor and nothing in this Agreement shall be construed as creating the relationship of employer and employee between a party and officers, employees, or agents of any other party or the relationship of a partnership or joint venture between or among the parties. No party to this Agreement shall have the right or the power to bind or obligate the other party to, or third-party beneficiary of, this Agreement.

9. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior discussions and agreements, written or oral, with respect thereto.

10. AMENDMENT. This agreement may only be amended with the mutual consent of THE PICARD GROUP and CLIENT expressed in writing.

11. DISPUTE RESOLUTION. The parties hereto agree that the following alternative dispute resolution procedure shall be followed with respect to any dispute arising between the parties which in any manner arises out of or relates to the subject matter of this or the conduct of the parties in the performance of this Agreement.

(a) Mediation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by and through non-binding mediation. Any party may give the other party written notice of any dispute not resolved in the ordinary course of business. Within fifteen (15) days after delivery of the notice the party receiving the notice shall submit to the other a written response. The notice and the response shall include a statement of each party's position regarding the matter in dispute and a summary of arguments in support thereof. Within thirty (30) days after delivery of the notice, the designated parties shall meet at a mutually acceptable time and place using a mutually acceptable mediator to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored in a timely fashion. If the matter in dispute has not been resolved within sixty (60) days after delivery of the notice, or if the parties fail to meet within thirty (30) days, either party may initiate arbitration proceedings as contemplated herein.

(b) Binding Arbitration. In the event the parties are unable to resolve any dispute arising hereunder as provided above, either party (the "claimant") may give written notice to the other

(the “respondent”) of its intention to arbitrate, which notice shall contain a statement setting forth the nature of the dispute, the amount involved, if any, and the remedy sought, and shall submit the appropriate documents to the office of the American Arbitration Association (the “AAA”) located nearest to Lafayette, Louisiana.

The AAA Commercial Arbitration Rules, as modified or revised by the provisions herein, shall govern the arbitration proceedings, which shall be held in Lafayette, Louisiana, before a single arbitrator selected from the AAA Commercial Arbitration Panel according to AAA procedures; should the parties otherwise agree, the arbitration proceedings may be held and conducted in a mutually convenient location acceptable to the parties. The arbitration proceedings shall be held no later than ninety (90) days after service of the written notice of intent to arbitrate. Any award rendered by the arbitrator pursuant to the procedure provided above shall be final and binding on the parties. Such award shall be enforceable under the Federal Arbitration Act and applicable state law.

The parties shall each bear all of their respective arbitration costs and expenses and shall share equally the costs and expenses of the arbitrator. However, in the discretion of the arbitrator, the prevailing party may be awarded and allowed to recover from the other party its expenses of the arbitration proceedings, including reasonable attorney’s fees. The provisions hereof shall be a complete bar and defense to any suit, action or proceeding instituted in any court or before any administrative tribunal with respect to any dispute or controversy arising out of or in connection with this Agreement. The arbitration provisions hereof shall, with respect to any such dispute or controversy, survive the termination or expiration of this Agreement.

CITY OF WEST MONROE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Duly Authorized

DATE: \_\_\_\_\_

THE PICARD GROUP, LLC

By: \_\_\_\_\_  
Tyron D. Picard  
Duly Authorized

DATE: \_\_\_\_\_

## Exhibit A

### SCOPE OF WORK

The Picard Group (TPG) will provide state and federal government affairs and advocacy services for the City of West Monroe (City) through the following:

- TPG will work with the City on their legislative interests, including infrastructure, water resources, flood protection measures, and other federal and state funding priorities.
  - We will assist with funding for key infrastructure projects, including but not limited to funding for surface transportation projects and clean and drinking water projects, and other projects that could mitigate the risk of storms and flooding, and improve resiliency.
  - As Congress begins to focus on a WRDA reauthorization bill next year, TPG will work with City officials on additional authorization language needed for projects.
  - We will assist the City with Congressional support for various federal grant applications.
- TPG has strong relationships with members of the legislative and executive branches of government, experience working with House and Senate committees, and are well-known to members of the House and Senate, committee staff, and department officials. We will ensure City officials develop strong relationships with key members of Congress, not limited to the Louisiana Congressional Delegation and Northeast Louisiana members, to ensure interests are reinforced as widely as possible.
- TPG will facilitate meetings with the Louisiana Congressional Delegation members, including in-person visits and advocating for funding in Washington, D.C. and Baton Rouge, LA.
- TPG will provide guidance and recommendations regarding legislative actions, committee hearings, and the overall legislative agenda at state and federal levels.
- TPG will monitor and provide bill tracking for the City, as well as advise on issues before Congress and the Louisiana Legislature.
- TPG will provide regular updates and written reports in a frequency determined by TPG and the City. For bill tracking, reports will include a high-level overview of the legislature, status of legislation being tracked, and action taken and outcomes achieved or expected.