

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract Renewal – The Ferguson Group

From: Greg Demko, City Manager

Meeting Date: August 1, 2016

Public Hearing: N/A

**Advertising Date /
Advertised By:** N/A

Attachments: Highlights of Legislative, Policy and Agency Work
Proposed Contract

PURPOSE:

Approval of contract renewal with The Ferguson Group (TFG) as the City's Washington lobbyist.

BACKGROUND:

The Ferguson Group has served as the Washington Representative to the City of High Point for the past twelve years focusing on securing federal funds for the City's projects.

BUDGET IMPACT:

Funding is appropriated in the 2016-2017 budget.

RECOMMENDATION / ACTION REQUESTED:

Council is requested to authorize the appropriate city official to execute contract with The Ferguson Group for the period of July 1, 2016 – June 30, 2017.

The City of High Point and The Ferguson Group – Working in Partnership for 12 Years

Return on Investment through June 2016: 33:1

*ROI does not take into account money-saving advocacy, on-call status to respond to urgent or emerging issues, and two pending grant applications.

Highlights of Legislative, Policy and Agency Work in 2015 and 2016

- Assisted the High Point Fire Department with a grant application to secure \$17,822 for personnel accountability equipment and \$1,141,858 for Self-Contained Breathing Apparatus (SCBAs) through FEMA's Assistance to Firefighters Grant program; secured Congressional support for the application.
- Helped coordinate and draft successful Local Food Local Places grant from the EPA; secured congressional support and initiated communication between Members of Congress and EPA's grant program officials. Grants for technical assistance awarded to 25 out of 3,500 applicants.
- Successfully worked with HUD and High Point Community Development staff during a lead grant auditing process to ensure the City was not required to repay \$2.475M in grant funds.
- Assisted the High Point Police Department with a grant application for \$414,333 under DOJ's Office of Violence Against Women Arrests Program grant. Award announcements are expected this fall.
- Assisted the High Point Police Department with a grant application for eight (8) officers under the DOJ's COPS Hiring Program. Award announcements are expected this fall.
- Provided real-time updates on the transportation reauthorization bill, the "FAST Act," and submitted comments to the Congressional delegation on amendments of interest to High Point.
- Provided real-time updates on the Department of Labor's overtime exemption rule and related Congressional action.
- Identified unused transportation earmarks that could be reprogrammed for other priority projects in High Point; coordinated with local staff and NCDOT. (NCDOT will not be reprogramming these funds in coordination with local governments.)
- Drafted High Point letters of support to the Congressional delegation for full funding of HUD's CDBG and HOME programs.
- Set up meetings with the High Point Police Chief and Members of the High Point Congressional Delegation to discuss the High Point Offender Focused Domestic Violence Initiative.
- Set up meetings with the City's Congressional Delegation when Councilmembers were in Washington for the National League of Cities conference.

- Drafted letter of support for the City to send to Members of Congress promoting H.R. 2209, a bill to allow financial institutions to count municipal bonds as liquid assets. The bill passed the House; working on Senate introduction.
- Coordinated meeting with USDOT and local staff to discuss the newly created FASTLANE program as a possible funding source to restore and improve the rail cut through High Point.
- Worked with Rep. Alma Adams and her staff on a food insecurity initiative.
- Weekly legislative and grant updates that address local priorities and issues.
- Real-time updates and advocacy alerts on critical legislative and policy action.

Funding Highlights

Federal Authorizations and Appropriations

High Point Greenway	95,000
High Point Police Department's Firing Range Training Facility	502,500
Naturalist Education Garden at Piedmont Environmental Center	200,000
International Furniture Market Transportation Terminal	6,216,000
Airport Area Roadway Network (Sandy Ridge)	8,140,000
I-74/US311 Bypass	10,000,000

Total Authorizations and Appropriations	25,153,500
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Federal Grants (excluding the City's recurring annual CDBG, HOME, Byrne JAG, and other grants)

EPA Local Food Local Places	Technical Assistance
FEMA Assistance to Firefighter Grant	1,104,694
EPA Brownfield Assessment Grant	400,000
Community Challenge Grant	239,141
High Point Greenway	515,200
Lead Based Paint Hazard Control Grant	5,475,000
FEMA Assistance to Firefighter Grant	521,166

DOJ Office of Violence Against Women Arrest Program	414,333 pending
DOJ COPS Hiring	funding for 8 officers pending

Total Federal Grants	8,255,201
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Federal Loans

HUD Section 108 Small Business Loan Pool	3,900,000
Total Federal Loans	3,900,000

Approved/Received American Recovery and Reinvestment Act Funds (ARRA)

Energy Efficient and Conservation Block Grant (EECBG)	998,600
Community Development Block Grant (CDBG)	208,721
Police Cars/Mobile Data Terminals	322,921
Transit Shelters/Vehicle	623,500
Sewer Rehab	1,498,500
Deep River Road	1,800,00
Widen Burton Road	450,000
Clinard Farm Road	150,000
NC68/US311 Feasibility Study	400,000
ARRA Total	6,452,242

Total received from 2004-2015 - \$44,160,943

Relationships

- **Federal:** Productive working relationships with Senators Burr and Tillis and Representatives Adams and Walker and their staff; Federal agency contacts at agencies relevant to High Point (such as HUD, DOJ, DHS/FEMA, DOT/FHWA/FTA, etc.). Working relationships with federal organizations, including the National League of Cities, International City/County Management Association, International Association of Fire Chiefs, International Association of Chiefs of Police, and the Government Finance Officers Association.
- **State:** Working relationships with state organizations, including the North Carolina League of Municipalities and the North Carolina Metro Mayors Coalition.
- **Local:** Established relationships with High Point staff; continue to cultivate relationships with High Point elected officials.

As a result of the relationships we have established at the federal, state and local levels, TFG serves as an active conduit between Washington and High Point.

Advocacy and Consulting

- Monitor legislation and regulations that impact the City of High Point; draft letters to the High Point Congressional Delegation when necessary.
- Monitor federal regulations and draft comments when necessary.
- Advocate for funding for priority programs.
- Communicate concerns with federal regulations to agencies and the High Point Congressional Delegation.

AGREEMENT
CITY OF HIGH POINT, NORTH CAROLINA
AND THE FERGUSON GROUP, L.L.C., WASHINGTON, DC

Pursuant to this Agreement, the City of High Point, NC (hereinafter referred to as "the client") and The Ferguson Group, L.L.C., (TFG) agree to assume the following obligations:

1. OBLIGATIONS OF TFG

TFG will:

- A. act as the Washington Representative to the client in Washington, D.C.;
- B. represent the client regarding legislative and regulatory matters impacting the client specifically;
- C. confer with the client and its designees at the times and places mutually agreed to by the client and TFG. This will be done on all organizational planning and program activity related to the Federal Agenda and that which has a bearing on the ability of the client to make the best use of federal program resources;
- D. coordinate with the client and its designees to develop a comprehensive strategic plan for legislative and regulatory priorities;
- E. review federal legislation under consideration, federal executive proposals, proposed administrative rules and regulations and other federal developments for the purpose of advising the client of those items that may have a bearing on the client's policies or programs;
- F. notify the client of opportunities for federal funding and relay information necessary for securing those funds;
- G. secure and furnish such detailed information as may be available on federal issues in which the client indicates an interest;
- H. review and comment on proposals of the client, which are being prepared for submission to federal agencies, when requested to do so by the client;
- I. assist the client in drafting legislation and congressional testimony;
- J. identify, develop, and cultivate on-going relationships with key congressional officials and staff members;
- K. assist the congressional delegation in any matter that is in the best interest of the client and in the same manner as any other member of the client's staff might render assistance;

- L. counsel with the client and prepare briefing materials and/or conduct briefings for the client's representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other client business, or attend national conferences;
- M. review and assist in developing the client's Federal Agenda;
- N. consult the client's elected officials and government affairs team on federal legislative affairs;
- O. alert the client to relevant federal and foundation competitive grant opportunities;
- P. cultivate relationships with federal agencies, garner congressional support, and provide every other level of support needed to improve the client's ability to obtain competitive grants;
- Q. assist with drafting legislation;
- R. arrange appointments (and accommodations when requested) for the client's officials to facilitate the efficient and effective performance of the client's business while in Washington, D.C.;
- S. submit periodic reports providing the latest information on issues of interest to the client; and
- T. provide an annual report giving an overview of TFG's work over the past year and a forecast of issues to be faced in the upcoming year.

2. OBLIGATIONS OF THE CLIENT

The client will:

- A. pay TFG \$6,666 per month one month in advance for professional services, or \$80,000 annually;
- B. reimburse TFG for expenses, not to exceed \$5,000 annually, as described in paragraph 2, subparagraphs F, G and H, payable within thirty (30) days of submission of invoice and acceptance by the client;
- C. advise TFG of the name or names of persons authorized to request service by TFG and the person or persons to be kept advised by TFG;
- D. supply TFG with a summary of all federal issues in which the client has interests and advise TFG of any new developments, together with the pertinent details as to the substance of such developments;
- E. supply TFG with copies of budgets, planning documents, and regular reports of the client's agenda and proceedings, newspapers and other materials to assist TFG in keeping current on

the client's policies and programs;

F. reimburse TFG for: (1) all travel expenses incurred pursuant to paragraph 1, subparagraph B; (2) all travel and incidental expenses for attendance at meetings by TFG outside Washington, D.C. or North Carolina at the request of/approval of the client; (3) all incidental Washington expenses incurred in the course of conducting the client's business;

G. reimburse TFG for all long distance telephone expenses; and

H. reimburse TFG for the costs of document production.

3. THE CLIENT AND TFG CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

TFG will not:

A. represent the client before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;

B. perform any legal, engineering, accounting or other similar professional services; and

4. EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THE OTHER AT LEAST THIRTY (30) DAYS' NOTICE IN WRITING OF SUCH TERMINATION.

5. TERM OF AGREEMENT:

This agreement is for the period beginning on July 1, 2016 and ending on June 30, 2017. Contractual time may be extended upon written mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized agents or officers, have executed this Agreement effective as of the day and year first above written.

THE FERGUSON GROUP, L.L.C.

CITY OF HIGH POINT, NC



By: _____
W. Roger Gwinn, CEO

By: _____
Bill Bencini, Mayor

Date: July 14, 2016

Date: