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.; and,

S. submit periodic reports providing the latest information on issues of interest to the client.

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, 2019 and ending on June 30, 2020. 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.

By: _____
W. Roger Gwinn, CEO

Date: June 3, 2019

CITY OF HIGH POINT, NC

By: _____
Jay W. Wagner, Mayor

Date: