

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution hiring a local lobbying firm for the 2017 legislative session.

SUMMARY: Approval of the resolution will retain the services of RRJ Consulting to represent the City's interests during the state's 2017 legislative session; in particular, with regards to transportation and infrastructure projects.

FISCAL AND/OR

ASSET IMPACT: The maximum fiscal impact associated with the passage of the proposed contracts is \$50,004.

STAFF RECOMMENDATION:

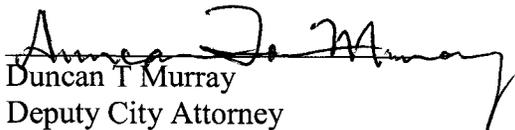
Staff recommends approval of a contract with RRJ Consulting for lobbying services.

MOTION RECOMMENDED:

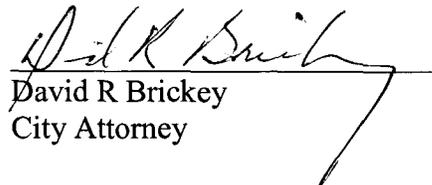
"I move to approve Resolution 16- 128 , authorizing the Mayor to execute a contract with RRJ Consulting for lobbying and legislative consulting services for the 2017 legislative session."

[Roll Call vote required]

Prepared by:


Duncan T Murray
Deputy City Attorney

Reviewed by:


David R Brickey
City Attorney

Recommended by:


Mark R Palesh
City Manager

BACKGROUND DISCUSSION:

For the 2016 legislative session, the City contracted with RRJ Consulting for lobbying and legislative consulting services. The contract with RRJ Consulting was \$50,004. During the session, RRJ Consulting represented the City's interests in areas of infrastructure financing.

The proposal from RRJ Consulting for the 2017 legislative session totals \$50,004, which is the same as for the last legislative session.

City staff recommends retaining the services of RRJ Consulting to fill the same role which it held during the 2016 legislative session.

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 16-128

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RRJ CONSULTING LLC TO PERFORM LOBBYING AND CONSULTING SERVICES ON BEHALF OF THE CITY WITH THE UTAH STATE LEGISLATURE, THE UTAH GOVERNOR'S OFFICE, AND THE UTAH STATE DEPARTMENT OF TRANSPORTATION.

Whereas, the City of West Jordan desires to expand its state legislative advocacy efforts in the Legislature of the State of Utah; and

Whereas, the City desires to assemble and organize pertinent information, facts, and data relating to legislative matters affecting the City and its residents, and to present and disseminate such information to legislative bodies, executive officials of the state government, and other State of Utah bodies, departments, commissions, committees and organizations; and

Whereas, the services above primarily involve state legislative and administrative advocacy, and the City Council of West Jordan has determined that RRJ Consulting LLC can competently provide these services in a timely, reliable, and professional fashion; and

Whereas, the City Council has determined that the attached contract with RRJ Consulting LLC for lobbying and consulting services, for an amount not to exceed \$50,004.00, is acceptable for said services for the duration of the 2017 legislative session.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute the contract with RRJ Consulting LLC for the retention of the firm for lobbyist services.

Section 2. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 10th day of August, 2016.

ATTEST:

KIM V ROLFE
Mayor

MELANIE S BRIGGS, MMC
City Clerk

Voting by the City Council:

Council Member Dirk Burton
Council Member Jeff Haaga
Council Member Zach Jacob
Council Member Chris McConnehey
Council Member Chad Nichols
Council Member Sophie Rice
Mayor Kim V. Rolfe

"AYE"

"NAY"

CITY OF WEST JORDAN
CONTRACT FOR LOBBYING AND CONSULTING SERVICES

This agreement constitutes a contract for lobbying and consulting services hereby entered into between the City of West Jordan (hereafter “the City”) and RRJ Consulting LLC (“the Contractor”). These services shall be provided for the term beginning August 10, 2016 and ending August 10, 2017.

- 1) The City agrees to retain RRJ Consulting to perform lobbying and consulting services with the Utah State Legislature, the Utah Governor's Office, and the Utah Department of Transportation.
- 2) RRJ Consulting will render these services as an independent contractor and not as an employee.
- 3) Without the express prior written approval of the City, RRJ Consulting agrees to not enter into any agreement to render similar services to any other person, company, or entity if the rendering of such services would constitute a conflict of interest with the City. RRJ Consulting will provide the City at least quarterly with the names of other governmental entities engaging RRJ as a lobbyist or consultant.
- 4) As compensation for these services the City agrees to pay RRJ Consulting a fee of \$4,167.00 per month.
- 5) In exchange for this compensation, RRJ Consulting will:
 - a. Work to successfully accomplish the transportation and road construction objectives as outlined by the City; and
 - b. Monitor all relevant legislation, rules, regulations, policies, and actions from the point of introduction until final disposition in order to successfully accomplish the transportation and road construction objectives as outlined by the City; and
 - c. Arrange visits with designated legislators and state officials determined in order to successfully accomplish the transportation and road construction objectives as outlined by the City.
- 6) RRJ Consulting will comply fully with applicable federal, state, and local laws and regulations, including laws applicable with lobbying, and will be responsible for preparing and filing all registration and reporting forms required by the federal, state, or local entity governing its representation of the City.
- 7) The City agrees to provide RRJ Consulting mutually agreed upon legal counsel or the mutually agreed upon cost of legal counsel if RRJ Consulting is brought, subpoenaed, or asked to appear before a local, state,

or federal investigating body for questioning or testimony relating to the activities of RRJ Consulting on behalf of the City, or services provided to City in accordance with this agreement.

- 8) The parties agree that the retainer paid by the City to RRJ Consulting is for the purpose of compensating RRJ Consulting for their services described herein. The parties acknowledge that none of the funds paid by the City to RRJ Consulting are for the purpose of making, directly, or indirectly, any contributions to any political candidate, campaign, or related concern. Moreover, the parties recognize that RRJ Consulting is not authorized to make any contributions from said retainer fee to any political candidate, campaign, or concern on behalf of the City.
- 9) Any extension of the agreement will be contingent upon the written mutual consent of the City and RRJ Consulting.
- 10) This agreement may be terminated by the City upon 30 days written notice to RRJ Consulting. However, if said termination does not occur by the 30th calendar day of the 2017 session of the Utah State Legislature, then all monthly retainers due under this letter of agreement through May, 2017 would still be due to RRJ Consulting. RRJ may terminate the agreement upon 30 days written notice to the City, and all unpaid retainer fees as of the date of such termination by RRJ are thereby waived by RRJ Consulting.
- 11) Any legislative advocacy position communicated by the City to RRJ, and any information about the City provided or communicated by the City or any of its agents to RRJ shall be used solely for the purpose of RRJ's lobbying and consulting services on behalf of the City, and only as necessary to accomplish such services, and shall otherwise be held and treated as confidential by RRJ Consulting.

IN WITNESS HEREOF, the parties sign and cause this contract to be executed on this ____ day of August, 2016:

CONTRACTOR

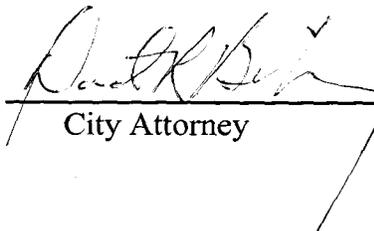
CITY OF WEST JORDAN

Contractor's signature

Mayor's signature

Approved as to Legal Form:

Attest:



City Attorney

City Clerk