

RESOLUTION NO. _____

WHEREAS, the City of Dothan, Alabama (City) desires to obtain federal governmental affairs representation to enhance the City's ability to identify opportunities and compete for federal grant funding; and

WHEREAS, qualified firms were identified and evaluated on their knowledge and ability to provide strategic consulting, policy guidance, and government relations services; and

WHEREAS, following review, the City desires to enter into a three (3) year contract with Venture Government Strategies for said services for an annual not to exceed amount of \$152,000.00, as described in Schedule A of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan enters into an agreement with Venture Government Strategies to provide governmental affairs representation for a term of three (3) years at a not-to-exceed annual amount of \$152,000.00, as described in Schedule A of the agreement, which said agreement is attached and made part of this resolution.

Section 2. That Mark Saliba, Mayor of the City of Dothan, Alabama, is hereby authorized and directed to sign said agreement and any associated documents for and on behalf of the City of Dothan.

PASSED, ADOPTED AND APPROVED on _____.

Mayor

ATTEST:

Associate Commissioner District 1

City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

Consulting Services Agreement

We are pleased to confirm our mutual understanding in this Consulting Services Agreement (this “*Agreement*”) between Venture Government Strategies, LLC, a Tennessee limited liability company with offices at The Nashville City Center, 511 Union Street, Suite 1820, Nashville, TN (the “*Company*”), and the City of Dothan, Alabama, with offices at 126 N Saint Andrews Street Dothan, AL 36303 (“*Client*” and collectively with the Company, the “*Parties*”) as follows:

1. **Services.** The Company shall provide the services (the “*Services*”) described on Schedule A hereto (as from time to time amended, the “*Schedule*”). The Schedule may be amended, revised, or extended from time to time by mutual agreement as set forth in one or more statements of work or addenda signed by the Parties and attached to the Schedule.

A. The Schedule is subject to the terms and conditions of this Agreement; to the extent there is any conflict between the provisions of this Agreement and the Schedule, the terms of this Agreement shall control the rights and obligations of the Parties, unless a properly executed Schedule expressly amends and supersedes a provision of this Agreement.

B. The Company will perform the Services in a professional manner and in accordance with applicable ethical, industry and professional standards. Each of the Company and Client shall comply with all applicable laws and regulations.

2. **Term.** This Agreement will commence effective upon execution of this Agreement by Client (the “*Effective Date*”) and shall continue in effect for a period of one year (“*Term*”) through January 1, 2029. Either party may terminate the agreement with 30 days written notification.

3. Compensation.

A. In consideration for the provision of the Services, Client shall pay to the Company the amounts set forth on the Schedule, in accordance with the payment schedule and other terms set forth therein.

B. The Company may agree to provide additional services to Client, as mutually agreed upon in accordance with Section 1; the consideration for the provision of such additional services shall be set forth in a mutually agreed-upon addendum signed by the Parties. In the event that any Client request for services falls outside the scope of the Services, the Company shall promptly notify Client of (i) the portion of the request that the Company believes falls outside the scope of the Services and (ii) the anticipated fees to perform the work. The Company shall not commence any such work without the prior consent of Client.

C. The Company shall make all requests for payment in the form of a written invoice to Client setting forth the amounts charged for Services, including a detailed breakdown of reimbursable expenses.

4. Expenses. Client shall reimburse the Company for all preapproved travel and other out-of-pocket expenses incurred in connection with the provision of the Services or otherwise on behalf of Client, provided that such expenses shall be submitted to Client for payment accompanied by appropriate documentation.

5. Indemnification. Client will be responsible for personal injury or property damage to the extent caused by the negligent acts or omissions of Client's employees, officers and agents while acting in the line of his or her duty. However, in accordance with Alabama Constitution Article IV, §94, the City will not indemnify, defend, or hold harmless in any fashion the Company from any claims arising from any failure not enumerated above, regardless of any language in any attachment or other document that the Company may provide

The Company shall indemnify and hold harmless Client and its officers, directors, employees and affiliates from and against losses, costs, expenses, claims, damages or other liabilities, including costs of litigation and reasonable attorney fees, (collectively "*Client Losses*") to the extent that the Client Losses are due solely to the gross negligence or willful misconduct of the Company or a material breach by the Company of this Agreement.

6. Independent Contractors. The relationship of the Parties under this Agreement is that of independent contractors. Nothing contained in this Agreement shall be deemed to constitute either Party as the agent or representative, or employer or employee, of the other Party, or both Parties as joint ventures or partners for any purpose. Neither Party shall have authority to speak for, represent or obligate the other Party in any way without prior written authority from the other Party.

7. Confidentiality; Conflicts.

A. Except as contemplated by the terms hereof, as required by applicable law, or pursuant to an order entered or subpoena issued by a court of competent jurisdiction, each Party shall, during the term of this Agreement and thereafter, keep confidential the terms of this Agreement and all material non-public information provided to it by the other. In ensuring the confidentiality of such information received from the other, each Party shall use the same care as it uses with its own information, but not less than reasonable care. Each Party agrees not to disclose such information to any third party, other than its employees and advisors as the Party determines have a need to know in connection with services provided hereunder, each of whom shall be advised of the confidentiality requirements of this Agreement and agree to be bound by the terms hereof.

B. The Company shall not knowingly enter into another engagement that would conflict with the provision of the Services. In the event that a conflict arises, the Company and Client agree to work together in good faith to reach a resolution satisfactory to the Parties.

8. Limitation on Liability. In no event shall either Party or its officers, directors, employees, affiliates or agents be liable to the other Party or any third party for any indirect, incidental, special, punitive, exemplary or consequential damages or for any other damages of any kind whatsoever, including but not limited to lost profits and speculative damages. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, tort and any and all other theories of liability and apply whether or not the parties were informed of the likelihood of any particular type of damages. Notwithstanding any provision contained herein to the contrary, the terms of this Section 8 and any other provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or

termination of this Agreement for any reason, and shall bind the Parties and their representatives, heirs, successors, and assigns.

9. Lobbying. Client further understands that the Company is required to register under the federal Lobbying Disclosure Act (“*LDA*”) for certain contacts made with officials in executive and legislative offices and agencies. The LDA is a disclosure statute that requires firms, companies, and individuals to register and report information about their lobbying contacts and lobbying activities, including the name of the client for whom lobbying activities have been provided, the office or agency contacted on the client’s behalf, the issue(s) on which contacts were made, and the fees paid to the firm by the client for activities subject to disclosure under the LDA. Because some of the Services provided by the Company in connection with this Agreement may constitute “lobbying” under the LDA, Client agrees that the Company may make all necessary and appropriate disclosures regarding this Agreement. In performing the Services under this Agreement, the Company will conduct itself as a proper, *bona fide* marketing agent of the Client, consistent with 10 U.S.C. § 2306(b), 41 U.S.C. § 254(a), and 48 C.F.R. 52.203-5. In this regard, the Company neither exerts nor proposes to exert improper influence to solicit or obtain any federal contract, nor does the Company hold itself out as being able to obtain any federal contract through improper influence.

10. Use of Name. The Company reserves the right to approve in advance any use of the name, brand or personal image, as the case may be, of the Company, or any of its members, employees, agents or consultants, in any statements or written documents or materials produced by Client or its employees or agents for external purposes, including without limitation briefing slides, marketing material or legal, financial or public relations documents.

11. Miscellaneous. The laws of the State of Alabama shall govern the provisions of this Agreement, without regard to its conflicts of laws principles. This Agreement may not be assigned or delegated by either Party without the express written consent of the other Party. If any provision of this Agreement is found to be illegal or invalid, such provision will be modified to the extent necessary to comply with applicable law and refashioned to best approximate the original intent of the Parties, and the remaining provisions shall remain in full force and effect in accordance with their terms. No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. This Agreement and Schedule A hereto constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior agreements and understandings between the Parties, whether written or oral. This Agreement may be amended or modified only by a written instrument duly executed by both Parties.

This Agreement may be executed via facsimile and in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Consulting Services Agreement as of the Effective Date.

COMPANY:

Venture Government Strategies

By: _____
Name: Hamilton Bloom
Title: Partner

CLIENT:

City of Dothan, Alabama

By: _____
Name:
Title:

SCHEDULE A

SERVICES

1. The Company will provide strategic consulting, policy guidance, and government relations services for a 36-month term with a mutually agreeable option to extend.
2. The Company will invoice the Client \$11,000 monthly for services to be rendered during that month, effective upon execution of this Agreement.
3. The Client will cover up to \$20,000 a year of expenses incurred by the Company on behalf of the client.

ACKNOWLEDGED AND AGREED:

Venture Government Strategies

City of Dothan, Alabama

By: _____
Name: Hamilton Bloom
Title: Partner

By: _____
Name:
Title: