

LOBBYING SERVICES AGREEMENT

This Lobbying Services Agreement ("Agreement") is entered into on June ____, 2025, by and between the City of Broken Arrow, a municipal corporation organized under the laws of the State of Oklahoma, with its principal office at 220 South First Street, Broken Arrow, OK 74012 ("City"), and Steve Edwards, Edwards Capitol Partners, with its principal office at P.O. Box 52862, Tulsa, OK 74152 ("Consultant"). The City and Consultant are collectively referred to as the "Parties."

RECITALS

WHEREAS, the City seeks professional lobbying services to advocate on its behalf at the Oklahoma State Legislature and when requested our federal delegation to promote positive government relations, ensure effective communication, and secure successful legislative outcomes in areas including education, municipal funding, transportation, and infrastructure; and

WHEREAS, Consultant has the expertise, qualifications, and experience to provide such lobbying services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. SCOPE OF WORK

Consultant shall provide the following lobbying services to the City, consistent with the objectives:

- A. Legislative Attendance: Attend designated and mutually agreed-upon meetings of the Oklahoma State Senate and House of Representatives Standing Committees, as well as other committee and subcommittee meetings necessary to monitor and report on legislation affecting education, transportation, municipal funding, and public safety. This also includes meetings with the Oklahoma Municipal League, CTAG and other entities as requested.
- B. When requested, assist the City of Broken Arrow on federal matters to include working with our federal delegation.
- C. City Council Updates: Upon request of the City Manager or Mayor, attend Broken Arrow City Council meetings to provide status updates on legislation impacting the City.
- D. Meetings with Stakeholders: Meet with state legislators and/or state agencies regarding legislation and rules affecting the City of Broken Arrow, including coordinating meetings with various members of the state legislature and the governor's office when requested.
- E. Regular Consultations: During the Oklahoma legislative session will provide weekly reports or updates on the watch list of bills that have interest to Broken Arrow.
- F. Legislative Strategy: Develop and provide a written strategy for legislative efforts aligned with the priorities and projects specified by the City Manager or Mayor.

- G. Coalition Building: Coordinate and attend meetings with other Oklahoma municipalities when requested and provide recommendations and reports from those meetings if needed.
- H. Coordination: Collaborate as needed with any other legislative consulting firm retained by the City to ensure cohesive advocacy efforts.
- I. When the legislature is not in session, assist the City with economic development prospects and other public initiatives as requested. If there is a great deal of work required in this area Consultant should advise the City that additional compensation may be necessary and that may be negotiated.

II. TERM AND RENEWAL

- A. Initial Term: This Agreement shall commence on July 1, 2025 and end on June 30, 2026 unless it is extended by the parties.
- B. Non-Appropriation: If the City does not appropriate or budget sufficient funds to perform this Agreement in any fiscal year, this Agreement shall be null and void without further action by the City.

III. COMPENSATION

- A. Fee Structure: Consultant shall be paid a monthly retainer fee of \$5,000 for the services described in Section 1. The retainer covers all lobbying activities.
- B. Expense Reimbursement:
 - Consultant shall be reimbursed for reasonable expenses directly related to the performance of services under this Agreement, including travel, communication, and other necessary costs.
 - \$2,000 shall be set aside for the term of the contact for meals for members of the legislature and these executive agencies. Any travel, for example to Washington, D.C., would be approved by the City of Broken Arrow in advanced in writing by the City in advance. This amount may be increased to \$3,500 if requested and approved by the City Manager.
 - Consultant shall submit detailed expense reports with receipts to the City within thirty (30) days of incurring such expenses.
- C. Payment Terms:
 - The City shall pay the monthly retainer fee within thirty (30) days of receiving an invoice from Consultant. Invoices shall be submitted monthly and include a detailed summary of services performed.
 - Reimbursement for approved expenses shall be paid within thirty (30) days of receiving a complete expense report.
- D. No Additional Compensation: Consultant shall not be entitled to additional compensation or extras unless mutually agreed upon in writing by both Parties.

IV. COMPLIANCE WITH LAWS AND ETHICS

- A. Oklahoma Lobbying Laws: Consultant shall comply with all applicable Oklahoma lobbying laws, including but not limited to registration, reporting, and disclosure requirements under the Oklahoma Ethics Commission (Title 74, O.S. § 4249 et seq.). Consultant shall register as a lobbyist with the Oklahoma Ethics Commission within five (5) days of executing this Agreement, if not already registered, and shall file all required reports in a timely manner.
- B. Conflicts of Interest:
- Consultant represents that it has no existing conflicts of interest that would impair its ability to perform the services under this Agreement.
 - Consultant shall promptly disclose to the City any potential conflicts of interest that arise during the term of this Agreement, including representation of other clients with interests adverse to the City.
 - Consultant shall not engage in any activities that would create a conflict of interest with the City's legislative objectives.
- C. Prohibition of Illegal or Unethical Practices: Consultant shall not engage in any illegal or unethical lobbying practices, including but not limited to offering or providing gifts, favors, or other inducements to public officials in violation of Oklahoma law or Ethics Commission rules.
- D. Use of Public Funds: Consultant acknowledges that the City's use of public funds for lobbying activities is subject to limitations under Oklahoma law. Consultant shall ensure that all services provided under this Agreement comply with such limitations and shall not request or utilize funds in a manner that violates applicable laws or regulations.

V. PERFORMANCE METRICS AND CONTRACT MANAGEMENT

- A. Performance Metrics: The City and Consultant shall collaboratively develop performance metrics during contract negotiations to evaluate the effectiveness of Consultant's services. Metrics shall focus on key priorities, such as legislative outcomes in education, municipal funding, transportation, and infrastructure. Metrics and data collection frequency shall be finalized prior to execution of this Agreement and may be adjusted as needed during the term.
- B. Contract Monitoring: Consultant shall participate in regular meetings with the City to discuss:
- Current status of performance metrics;
 - Topics of interest or concern;
 - Challenges and troubleshooting;
 - Upcoming activities; and
 - Budget and spending updates. Meetings shall occur as requested by the City.

- C. Record Retention: Consultant shall maintain all records related to this Agreement for the duration of the contract term and for three (3) years following completion or termination. Records shall be subject to inspection, examination, and copying by the City or its designees.

VI. TERMINATION

- A. Termination for Convenience: Either Party may terminate this Agreement for any reason by providing thirty (30) days' written notice to the other Party.
- B. Effect of Termination: Upon termination, Consultant shall cease all work under this Agreement and deliver all work product, records, and materials related to the services to the City. The City shall pay Consultant for services rendered and approved expenses incurred prior to the effective date of termination, subject to any offsets for damages or breaches.

VII. GENERAL PROVISIONS

- A. No Indemnification by City: The City, as a municipal corporation, shall not indemnify or hold Consultant harmless for any loss, damage, expense, or liability arising from this Agreement, including attorneys' fees and costs.
- B. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws.
- C. Oklahoma Open Records Act: Consultant acknowledges that the City is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.), and information provided under this Agreement may be subject to public disclosure.
- D. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Oklahoma. Any lawsuits arising under this Agreement shall be filed in a court of competent jurisdiction in Tulsa County, Oklahoma.
- E. Entire Agreement: This Agreement, including any documents incorporated herein, constitutes the entire agreement between the Parties and supersedes all prior agreements. Any amendments must be in writing and signed by both Parties.
- F. No Assignment: Consultant may not assign this Agreement or use subcontractors without the City's prior written consent.
- G. No Waiver: A waiver of any breach of this Agreement shall not constitute a waiver of any other provision or future breach.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF BROKEN ARROW

By: _____
Michael Spurgeon
City Manager

Date: _____

EDWARDS CAPITOL PARTNERS

By: _____
Steve Edwards
Lobbyist, Edwards Capitol Partners

Date: _____

Attachments:

- **Exhibit A: Proposal for City of Broken Arrow**