

**City of Providence**  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 286

EFFECTIVE May 27, 2019

WHEREAS, This resolution is authoring the City Council President to engage a firm, at a cost of no more than \$5,000.00 a month not to exceed Thirty-Five Thousand (\$35,000.00) Dollars, to conduct Legislative Advocacy on behalf of the City Council during the 2019 Legislative Session, with options to extend; and

WHEREAS, Section 401(d) of the City's Home Rule Charter authorizes the City Council "To retain by two-thirds vote of the entire city council and to fix the salaries of those consultants it deems necessary for the exercise of its functions including, but not limited to, legal counsel, accountants, engineers, and other experts not regularly employed in any city department or service. The city council shall have the power to appropriate funds to defray the costs thereof"; and

WHEREAS, It would be extremely beneficial to the City to engage PB Strategic Consulting, LLC where Peter Baptista will lobby on behalf of the Providence City Council during the legislative session.

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby authorizes the City Council President to sign an agreement with PB Strategic Consulting, LLC, to conduct Legislative Advocacy on behalf of the City Council during the 2019 Legislative Session.

IN CITY COUNCIL

MAY 16 2019

READ AND PASSED

  
PRES.

  
CLERK

Effective without the  
Mayor's Signature



Shawn Selleck  
City Clerk



**STRATEGIC  
CONSULTING**

**TO:** Council President Sabina Matos, Providence City Council  
**FROM:** PB Strategic Consulting, LLC  
**DATE:** May 9, 2019  
**RE:** ***CONTRACT FOR SERVICES***

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Thank you for choosing PB Strategic Consulting, LLC to assist the Providence City Council achieve its goals. This contract serves as a formal agreement between the Providence City Council and PB Strategic Consulting, LLC for the scope, services, and terms laid out below. This Agreement is effective May 16, 2019 by and between PB Strategic Consulting, LLC, a Rhode Island corporation with a principal place of business at 1603 Plainfield Pike, Unit E4, Johnston, RI 02919. Hereinafter, PB Strategic Consulting, LLC and its agents will be collectively referred to as "Consultant" and the Providence City Council, and its agents, will be referred to as "Client." The Consultant and Client agree as follows:

**1. SCOPE OF SERVICES**

Assist the Providence City Council with government relations with the General Assembly to attain its desired goals during the legislative session.

**2. TERM**

The term of this agreement shall be effective for the months in which the Rhode Island General Assembly is in regular session, beginning in May of 2019. The contract will conclude on the final day of the last month that the Rhode Island General Assembly is in session. At contract's conclusion, this contract may be extended by written agreement of both parties.

**3. FEES**

In return for the performance of the Scope of Services described herein Client agrees to compensate the Consultant \$5,000 per month that services are provided. This fee is not eligible to be pro-rated. Payments will not exceed \$35,000 in any given year. Client shall not remit payment until Consultant has invoiced Client. Client agrees to pay all invoices within 15 business days of receipt.

**4. EXPENSES**

Consultant acknowledges the Client will not be responsible for any out-of-pocket expenses incurred by Consultant during the course of this engagement.

#### **5. BILLING**

A statement of services and disbursements will be tendered to Client in accordance with the Fees section above. Questions regarding the billing format or any information contained therein should be directed to Peter Baptista.

#### **6. ASSIGNMENT OF PERSONNEL**

Peter Baptista will provide strategic counsel and supervision for this account.

#### **7. OWNERSHIP OF INFORMATION**

All originals and copies of documents, working papers, reports, recommendations, data, minutes of meetings, memoranda and any other information relating to Consultant's work under this Agreement shall be the property of Client and shall be kept confidential in accordance with the provisions of Paragraph 8, Confidentiality.

#### **8. CONFIDENTIALITY**

Consultant shall keep all non-public information disclosed by the Client confidential and shall not disclose to any third party without written consent of the Client both during and after this term of agreement.

#### **9. CONSULTANT'S RELATIONSHIP**

The Consultant is at all times acting and performing under this Agreement as an independent contractor of Client. Neither the Consultant nor the Client is the partner, joint venture, employee, employer, agent, landlord, tenant, or representative of the other. The Consultant is solely responsible for securing at the Consultant's own expense any workers' compensation or other insurance coverage required by law. Consultant's directors, officers, employees, and other representatives shall have no authority to enter into any agreements or contracts on behalf of Client, or to bind Client in any way, and they shall not represent, either explicitly or implicitly, that they possess any such authority. Consultant's directors, officers, employees, and other representatives are not, nor shall they be, deemed to be, for any purpose, employees or agents of Client. Client shall not be responsible to Consultant, its directors, officers, employees or other representatives, or to any governmental authority, for the payment or withholding of any federal, state or local income, unemployment or other employment-related taxes in connection with the performance of the Consulting Services. It is understood that Client shall not withhold from Consultant's compensation any amount that would normally be withheld from an employee's pay and Consultant warrants and agrees to pay all federal, state and local taxes incurred and chargeable to it in connection with the performance of the Consulting

Services. Consultant further warrants and agrees to file all required forms and make all federal, state or local tax payments appropriate and necessary to the status of Consultant and its directors, officers, employees, and other representatives as an independent contractor and shall not claim any other status. Consultant further warrants and agrees to file all other required forms, registrations, reports, and other filings, and to pay all corresponding fees or other charges, as may be required of Consultant, at the federal, state and/or local levels, as a consequence of activities being conducted by Consultant for or on behalf of Client.

#### **10. ENTIRE AGREEMENT**

a. This proposal will represent the entire agreement between Consultant and Client concerning the subject matter hereof. Client acknowledges that Consultant has made no representation regarding the likely outcome of any issue for which the firm has been retained. This agreement shall not be modified except by written Agreement signed by Consultant and Client.

b. In the event that any part of this Agreement shall be declared unenforceable or invalid, the remaining parts shall continue to be valid and enforceable.

c. Either party's waiver of, or failure to exercise, any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement.

d. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

e. Consultant covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement.

f. Consultant shall comply with any applicable federal and state laws governing solicitations and individual privacy information, including but not limited to, the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act, the federal Telephone Consumer Protection Act, and the California Online Privacy Protection Act, and all rules and regulations thereunder, in promoting Consultant's products and services and in otherwise carrying out Consultant's obligations under this Agreement. Consultant shall indemnify and hold harmless Client, its officers, directors, affiliates, agents, and employees from and against any third-party claims arising out of any alleged or actual violations of such laws, rules and regulations, including but not limited to damages, liabilities, losses, judgments, settlements, costs, and attorneys' fees and expenses.

#### **11. INDEMNIFICATION**

Indemnification. Consultant agrees to indemnify, save and hold harmless Client from and against any and all losses, expenses (including, but not limited to, payroll and income taxes and attorneys' fees), damages, claims, suits, demands, judgments, and causes of action of any nature arising from or as a result of (i) the performance of Consultant's obligations under this

Agreement, (ii) the failure of Consultant or any of its directors, officers, employees, or other representatives to comply with any term or condition of this Agreement, (iii) the breach of any representation or warranty given or made by Consultant, and/or (iv) the reclassification of any director, officer, employee, or other representative of Consultant as an employee of Client.

**12. CONFLICT OF INTEREST**

Consultant represents and warrants that it has no business, professional, personal, or other interest, including but not limited to the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises during the Term of this Agreement, Consultant shall immediately inform Client in writing of such conflict. If, in the reasonable judgment of Client, such conflict poses a material conflict to and with the performance of Consultant's obligations under this Agreement, then Client may terminate the Agreement immediately upon written notice to Consultant; such termination of the Agreement shall be effective upon the receipt of such notice by Consultant. Nothing herein shall preclude Consultant's directors, officers, employees, or other representatives from engaging in other business activities, so long as such other activities do not violate or are not inconsistent with the terms and conditions of this Agreement, or do not otherwise pose a conflict of interest with Consultant's obligations under this Agreement.

**12. NOTICES**

All notices required hereunder shall be submitted accordingly.

If to Client:

Council President Sabina Matos  
c/o Providence City Council  
25 Dorrance St.  
Providence, RI 02903

If to Consultant:

Peter Baptista  
c/o PB Strategic Consulting  
1603 Plainfield Pike, Unit E4  
Johnston, RI 02919

**13. GOVERNING LAW**

This agreement shall be construed in accordance with the laws of the State of Rhode Island.

Both parties have read the foregoing Agreement in its entirety and voluntarily agree to each of its terms with full knowledge thereof.

IN WITNESS WHEREOF, the Consultant and Client hereto by their respective and duly authorized officers have hereunto set their names.

PB Strategic Consulting, LLC

BY:  \_\_\_\_\_  
Peter Baptista, President

DATE: 5/9/19 \_\_\_\_\_

Providence City Council

BY: \_\_\_\_\_  
Council President Sabina Matos

DATE: \_\_\_\_\_