



CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into _____ by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **CROWLEY FLECK**, of Helena, Montana, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes **MONTANA LEGISLATIVE LOBBYING SERVICES** and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

WHEREAS, the **CITY** has authority to contract for such services, and;

WHEREAS, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE**: **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. **TERM**: This **AGREEMENT** shall be from **October 1, 2026** to **June 30, 2028**, unless terminated earlier by either party upon thirty (30) days' written notice to the other party. This **AGREEMENT** may be extended for two (2) two-year options by mutual agreement of both parties, in writing, thirty (30) days prior to termination of original (or each) term.

3. **PAYMENT**: In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a



price not to exceed \$6,500 per month from January through June of legislative session years, and \$2,400 per month from July through December and during the interim year when there is no regular legislative session.

Except as otherwise specified herein, the **CONSULTANT** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the **CITY** shall pay, net of applicable withholding tax, if any, the **CONSULTANT** for said invoice within thirty (30) days after receipt.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the **CONSULTANT** will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **CONSULTANT'S** discretion.

4. INCORPORATION BY REFERENCE: All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.

5. INDEPENDENT CONTRACTOR STATUS: The parties agree that **CONSULTANT** is an independent contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

6. INDEMNITY:

The **CONSULTANT** SHALL:

- A. Indemnify, defend and save the **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of **CONSULTANT** or its officers, agents or employees.
- B. Not indemnify, defend, save and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees, expert fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent act of both the **CITY** and **CONSULTANT**, **CONSULTANT** shall indemnify, defend, save, and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees, expert fees and costs, which result from **CONSULTANT'S** wrongful, reckless or negligent acts occurring as a result from **CONSULTANT'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

- A. Indemnify, defend and save **CONSULTANT**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CITY** or its agents or employees.
- B. Not indemnify, defend, save and hold the **CONSULTANT** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of **CONSULTANT** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent act of both the **CONSULTANT** and the **CITY**, the **CITY** shall indemnify, defend, save, and hold the **CONSULTANT** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CITY'S** or its officers, agents or employee's wrongful, reckless or



negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

7. INSURANCE: The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverages in the minimum amount of \$750,000 per claim and \$1,500,000 per occurrence.
3. Automobile liability in the minimum amount of \$1,500,000 per accident.
4. Professional liability in the minimum amount of \$1,500,000 per claim.

The limits required by this **AGREEMENT** can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

CONSULTANT shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA.

CONSULTANT shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

CONSULTANT shall furnish **CITY** with copies showing one of the following: **(1)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(2)** proof of exemption from workers' compensation granted by law for independent contractors.



8. **REGISTRATION: CONSULTANT** shall furnish **CITY** with at least one of the following:

- (1) Proof of registration as a registered contractor under Title 39, Chapter 9, MCA; or,
- (2) Proof of independent contractor certification pursuant to Title 39, Chapter 71, MCA.

9. **AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

10. **AGREEMENTS OF CITY:**



- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the **CITY'S** portion of the project as designated in the scope of work.
- B. Name a Project Manager who shall be the liaison between the **CONSULTANT** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is Aimee Grmoljez and the Project Manager for the **CITY** designated is Kevin Iffland.

11. NONDISCRIMINATION:

- A. **CONSULTANT** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONSULTANT** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONSULTANT** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONSULTANT** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, religion, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status ("protected classes") by the persons performing this **AGREEMENT**. **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to the protected classes. Such action shall include, but not be limited to the following: Employment, upgrading, promotion, award of tenure, demotion, or transfer, recruitment, recruitment advertising, and job application procedures; layoff or termination; right of return from layoff and rehiring; rates of pay or other forms of compensation and changes in compensation; job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists; leaves of absence, sick leave, or any other leave; fringe benefits available by virtue of employment; selection and financial support for

training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training; activities sponsored by the **CONSULTANT** including social or recreational programs; and any other term, condition, or privilege of employment. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status.

CONSULTANT and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

- C. **CONSULTANT** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation. **CONSULTANT** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. **CONSULTANT** shall comply with all applicable federal, state, and city laws, rules, regulations, and relevant orders of the Secretary of Labor, concerning the prohibition of discrimination. This includes complying with



all provisions of Executive Order No. 04-2016 dated January 18, 2016, by the State of Montana:

<https://formergovernors.mt.gov/bullock/docs/2016EOs/EO-04-2016%20Anti-Discrimination%20in%20workplace.pdf>

- F. In the event of **CONSULTANT'S** noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **CONSULTANT** shall include the provisions of Subsections A through F of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of **CONSULTANT** under this **AGREEMENT**. **CONSULTANT** will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12. PERMITS, LAWS, AND TAXES: The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.

13. NONWAIVER: The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

14. TERMINATION OF AGREEMENT: The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.



In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

If either party fails to comply with any condition of this **AGREEMENT** at the time or in the **manner** provided for, the other party may, at its option, terminate this **AGREEMENT** and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.

15. REDUCTION OF FUNDING: This **AGREEMENT** may be terminated if funds are not appropriated or otherwise made available to support the **CITY's** continuation of performance of this **AGREEMENT** in a subsequent fiscal period. If funds are not appropriated or otherwise made available through the **CITY's** budgeting process to support continued performance of this **AGREEMENT** (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the **CITY** shall terminate this **AGREEMENT** as required by law. The **CITY** shall provide **CONSULTANT** the date the **CITY's** termination shall take effect.

16. EFFECTS OF TERMINATION: The **CITY** shall not be liable to **CONSULTANT** for any payment that would have been payable had the **AGREEMENT** not been terminated under this provision. As stated above, the **CITY** shall be liable to **CONSULTANT** only for the payment, or prorated portion of that payment, owed to **CONSULTANT** up to the date the **CITY's** termination takes effect. This is **CONSULTANT'S** sole remedy. The **CITY** shall not be liable to **CONSULTANT** for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

17. CONFLICT OF INTEREST: **CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with **CITY'S** interest. During the term of this **AGREEMENT**, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this **AGREEMENT**. **CONSULTANT** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.

18. SUCCESSORS AND ASSIGNS: This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal



representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

19. CHANGES IN WORK: Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.

20. LEGAL RELATIONS: The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.

21. ENDORSEMENTS: The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.

22. OWNERSHIP OF DOCUMENTS: All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.

23. PUBLIC INFORMATION: The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**. All materials related to this **AGREEMENT** and services provided are considered public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

24. PROPRIETARY RIGHTS: If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.

25. RECORDS: The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.

26. ATTORNEY'S FEES AND COSTS: The prevailing Party in any action to compel compliance with this **AGREEMENT** shall be entitled to reasonable attorney's fees and costs.



27. LITIGATION LOCATION: The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.

28. MODIFICATION AND AMENDMENTS: That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

CROWLEY FLECK

MIKE NELSON, MAYOR

AIMEE GRMOLJEZ

PRINT TITLE

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK



EXHIBIT A

SCOPE OF WORK

The City of Billings will retain the services of a Montana Lobbying entity for matters in which the City may need professional services before the Montana Legislature, State of Montana administrative agencies, the Montana Governor, Cabinet, agencies, etc.

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer.

Summary

The successful proposer will advocate for the City's policies and needs and be an expert navigator of the Montana government. Specifically, the requested services may include, but are not limited to, the following:

- 1) Gain significant knowledge of City operations and initiatives, utilizing the best available information and materials provided by the City to represent and advocate for the interest of the City; coordinate with the City to understand the City's position with respect to legislative and regulatory issues and communicate the positions to legislators, legislative committees, state agencies, regulators, and other parties.
- 2) Utilize best available information to advise and counsel the City with respect to committee actions, regulatory changes, legal decisions, and industry trends in Montana.
- 3) Communicate closely and regularly and attend meetings with City Administration, City Council, and others specified in order to perform the responsibilities assigned and to request assistance as needed on legislative and executive matters of interest or impact to the City.
- 4) Attend a minimum of two (2) in-person meetings in Billings prior to and/or during the legislative session. Reasonable travel expenses shall be reimbursed by the City with submittal of receipts and no additional mark-up. No in-person meetings are required during the 12-month period after each legislative session.
- 5) Introduce the City Administrator, City Council, and City staff to key elected state officials; enhance relationships between the city and the State of Montana, state agencies, and other municipalities through established professional networks; monitor key state-level staff changes and report changes to the City



Administrator; within 48 hours of receiving a request, make a good faith effort to schedule meetings, appointments, or conference calls with appropriate parties to discuss issues of interest or concern to the City.

- 6) Familiarize the City leadership with Montana's political environment, helpful background information, and relevant briefing materials; accompany City representatives to and around the Montana State Capitol; introduce City representatives to Committee Members prior to legislative hearings, and if necessary, be available to escort City representatives to state agency meetings.
- 7) In advance of the biennial Montana legislative session, meet with the City Administrator and City Council to coordinate and support the development of the City's legislative platform; meet with members of the City leadership team to identify and hone legislative priorities; identify, track, and monitor legislative activities, including extemporaneous intelligence, and committee meetings and hearings.
- 8) Prepare and submit to the City Administrator electronic reports of the status of legislative bills of interest or impact to the City, including but not necessarily limited to, briefings and information bulletins pertinent to any legislation; prepare legislative summaries of issues affecting the City's interests and help the City develop a strategic approach to legislative priorities.
- 9) During the biennial Montana legislative session, attend Legislature during all official legislative days, including scheduled, extended, or special legislative sessions and meetings, except for established legislative recesses.
- 10) During the biennial Montana legislative session, provide written reports each week and provide updates of significant pieces of legislation identified during the pre-session preparation.
- 11) Provide the City with a mid-session report and post-analysis of each session of the Montana Legislature.
- 12) Track state-level elections to advise the City Administrator and City Council of candidates supportive of City priorities and initiatives; update City Administrator and City Council of ballot initiatives impacting the City's interests.
- 13) Work with the City Administrator's office, City Council, and the Yellowstone County legislative delegation developing special or general legislation in keeping with or in support of, the City's adopted legislative program.



- 14) Work closely with the representatives of the Montana League of Cities and Towns, the Montana Municipal Insurance Authority, and lobbyists from the Yellowstone County area on state matters of common interest; act as in informational resources for, and attend meetings with the Yellowstone County legislative delegation as required by the City.
- 15) Monitor proposals and activities in meetings regarding state administrative and agency hearings, as well as in rule challenges in the Division of Administrative hearings, including a review of agendas, notifications provided to the City as pertinent issues arise, and inclusion on reports stating the outcome of such meetings.
- 16) Testify before and present written information to legislative committees, subcommittees, interim committees, and individual legislators on behalf of the City; draft public testimony and other written materials for presentation on behalf of the City.
- 17) Remain apprised of and provide information and insight about executive orders, decisions, requirements, or executed legislation issued from the Montana Governor's Office, or similar relevant information from its Cabinet and agencies, that impacts the operation and governing of the City.
- 18) Prepare and submit to the City Administrator a monthly written activity report describing all lobbying activity during the reporting period; update the City Administrator with reports of the rules or regulations, and other state policies or programs that affect the City and its citizens directly or indirectly.
- 19) Serve as source of information and as a legislative liaison throughout the term of the contract.
- 20) Be responsible for appropriate reports and registration with the Commissioner of Political Practices as required by MCA Title 5, Chapter 7, parts 1 through 3 (inclusive).