AGREEMENT BETWEEN
SHELBY COUNTY GOVERNMENT
AND
THE FERGUSON GROUP

This agreement entered into this 13th day of August, 2009, by and between The Ferguson Group, hereinafter referred to as "CONSULTANT" and Shelby County Government, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to obtain consultant services for federal initiatives including but not limited to Health Care, Homeland Security, Law Enforcement, MPO/Transportation, Energy and Water and Economic Development; and

WHEREAS, COUNTY desires to coordinate these consultant services with the City of Memphis to the greatest degree possible; and

WHEREAS, CONSULTANT is desirous of and has the knowledge and expertise to provide said services.

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

I. SCOPE OF WORK

CONSULTANT agrees to provide the services set forth as follows:

1. CONSULTANT will monitor emerging issues regarding Health Care, Homeland Security, Law Enforcement, MPO/Transportation, Energy and Water and Economic Development, identify grant opportunities and notify Shelby County of such opportunities.

2. CONSULTANT agrees to conduct general lobbying and representation services in Washington D.C. to coordinate City of Memphis and Shelby County issues to maximize the region's representation in Washington, D. C., regarding such issues.

3. CONSULTANT will provide monthly reports and an annual report of CONSULTANT'S activities on behalf of Shelby County Government.

4. CONSULTANT shall provide the services as outlined within the COUNTY's RFP Number 09—006-91 and CONSULTANT's response thereto which is attached hereto, collectively, as Exhibit "A" and incorporated herein by reference as if stated verbatim (the "Services).

II. COMPENSATION

COUNTY agrees to compensate CONSULTANT for the herein described services in the amount of EIGHT THOUSAND EIGHT HUNDRED FIFTY AND 00/100 ($8,850.00) Dollars per month for a total not to exceed ONE HUNDRED SIX THOUSAND TWO HUNDRED ($106,200) Dollars for the term of this agreement.

Invoices are to be sent to Shelby County Government on or before the last day of each month for services rendered. County shall have thirty (30) days to pay said invoices.

III. TERM

The term of this contract shall begin July 1, 2009 and continue through June 30, 2010, with the option to renew for an additional one-year term, upon mutual written agreement of the parties, and subject to the appropriation of funding by the Shelby County Board of Commissioners.

IV. GENERAL PROVISIONS

The parties further agree as follows:

1. CONTROL

All services by the CONSULTANT will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. INDEPENDENT STATUS

Nothing in this contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONSULTANT will be an independent contractor over the details and means for performing its business. Anything in this contract which may appear to give COUNTY the right to direct the CONSULTANT as to the details of the performance of its business or to exercise a measure of control over the CONSULTANT is for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of the COUNTY only as to the intended results of the scope of this contract.

3. TERMINATION OR ABANDONMENT

It shall be cause for the immediate termination of this agreement if, after its execution, the County determines that either the CONSULTANT or any of its principals, partners or corporate officers, if a corporation, including the corporation itself has plead nolo contenders, or has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including but not limited to rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or authorized agent to the CONSULTANT of the CONSULTANT's failure to provide the services specified under this Contract.

This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, consultant shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

All work accomplished by CONSULTANT prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for services rendered.

Notwithstanding the above, CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONSULTANT and the COUNTY may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONSULTANT is determined.

4. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

Subcontracting, assignment or transfer of all or part of the interest of either party to this Contract is prohibited unless by written consent of the other party. The COUNTY and the CONSULTANT each binds itself, its partners, successors, executors, administrators and assigns to the other party.

Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

5. CONFLICT OF INTEREST

The CONSULTANT covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The CONSULTANT warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

6. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or any other consideration

contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

7. EMPLOYMENT OF COUNTY WORKERS

The CONSULTANT will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the COUNTY.

8. ACCESS TO RECORDS

During all phases of the work and services to be provided hereunder CONSULTANT agrees to permit duly authorized agents and employees of the COUNTY, to enter CONSULTANT'S offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of the Contract and for three (3) years from the date of payment under the Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

9. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONSULTANT and the COUNTY will be referred to the Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

CONSULTANT shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages-including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Agreement or in the performance of the duties hereunder, whether performed by the CONTRACTOR its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Agreement.

CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and

instrumentalities as herein provided.

The COUNTY has no obligation to provide legal counsel or defense to CONSULTANT or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this agreement against CONSULTANT as a result of or relating to obligations under this agreement.

Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONSULTANT as a result of or relating to obligations under this agreement.

CONSULTANT shall immediately notify the COUNTY, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against CONSULTANT or its subcontractors regarding any matter resulting from or relating to CONSULTANT'S obligations under this agreement and will cooperate, assist and consult with the County in the defense or investigation thereof.

11. GENERAL COMPLIANCE WITH LAWS

If required, the CONSULTANT certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the CONSULTANT agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

12. NONDISCRIMINATION

The CONSULTANT hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONSULTANT on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The CONSULTANT shall upon

request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

18. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event funds are not appropriated by Shelby County Government for any fiscal period, this Contract will be terminated. In the event of such termination, the contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

19. TRAVEL EXPENSES

All travel expenses shall be approved in advance and shall be in accordance with the Shelby County Travel Policy and all receipts shall be submitted with the invoice for payment.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes stated herein, on the day and date first above written.

APPROVED:

SHELBY COUNTY GOVERNMENT

Contract Administrator/
Assistant County Attorney

A C Wharton, Jr., Mayor

THE FERGUSON GROUP

BY: W. Roger Gwinn

TITLE: President

STATE OF Virginia

COUNTY OF Fairfax

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared W. Roger Gwinn, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of THE FERGUSON GROUP, the within named bargainer, a corporation, and that s/he as such W. Roger Gwinn, President executed the foregoing instrument for the purpose therein contained; by signing the name of the corporation by himself as W. Roger Gwinn.

WITNESS my hand and official seal at office this 13th day of August 2009.

Jennifer M. Dean
Notary Public

JENNIFER M. DEAN
NOTARY PUBLIC
REG. #7110247
MY COMMISSION EXPIRES 01/31/2011
COMMONWEALTH OF VIRGINIA

My Commission Expires: 1-31-11

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

   Kareem D. Murphy

2. DATE OF GRATUITY

   n/a

3. NATURE AND PURPOSE OF THE GRATUITY

   n/a

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

   n/a

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

   n/a

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

   n/a

7. DESCRIPTION OF THE GRATUITY

none given

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

$0

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Kareem D. Murphy
Signature

9/2/09
Date

Kareem D. Murphy
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/06/2009

PRODUCER
State Farm Insurance, Pat Dady - Agent
15215 Shady Grove Road, Suite 102
Rockville, MD 20850-3235

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
THE FERGUSON GROUP LLC
SUITE 300
1130 CONNECTICUT AVE NW
WASHINGTON DC 20036-3981

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Fire and Casualty Company	25143
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
X		GENERAL LIABILITY	99-BU-8962-7	4/8/09	4/8/10	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
		X Hired Auto				PERSONAL & ADV INJURY	$ 0
		X Nonowned Auto				GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
X		EXCESS/UMBRELLA LIABILITY	99-BU-8978-1	4/8/09	4/8/10	EACH OCCURRENCE	$ 4,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$ 4,000,000
							$
		DEDUCTIBLE					$
		X RETENTION $10000.					$
X		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	99-M3-2334-9	4/8/09	4/8/10	WC STATU-TORY LIMITS X OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Legislative Lobbyist

CERTIFICATE HOLDER

Shelby County Government
160 North Main Street
Memphis, TN 38103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Pat Dady, Agent 301-948-4414

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THE FERGUSON GROUP LLC

TFG Statement on Professional Liability Insurance Coverage

The lobbyist services provided by The Ferguson Group, LLC in no way create any liability or actionable activity to the County. Therefore, The Ferguson Group, LLC does not carry professional liability (and/or errors and omissions) insurance. We maintain general liability coverage.

TFG Statement on Business Automobile Liability Insurance Coverage

The lobbyist and federal government relations services provided by The Ferguson Group, LLC do not require that we maintain, lease, or own any type of motor vehicle. Therefore, The Ferguson Group, LLC does not own any motor vehicle or fleet of motor vehicles. Accordingly, The Ferguson Group, LCC also does not carry business automobile liability insurance. We maintain general liability coverage.

Shelby County Government

A C Wharton, Jr.
Mayor

July 28, 2009

Mr. William Ferguson, Jr.
The Ferguson Group, LLC
1130 Connecticut Avenue, NW
Suite #300
Washington, DC 20036

RE: RFP #09-006-91, Federal Government Relations Services

Dear Mr. Ferguson:

We are pleased to inform you that your firm has been selected to provide **Federal Government Relations Services**, that were issued on the above-described RFP.

A contract for these services will be forwarded to your office for your review and approval. Until then, no work should begin on this project until you receive an official "Notice to Proceed," along with a fully negotiated and executed copy of the contract. Also, in order to do business with Shelby County Government, all vendors are required to submit an on-line application by going to www.shelbycountytn.gov and selecting the Vendor Registration link. Your "Notice to Proceed" and executed contract will not be issued until this process has been completed.

Thank you for your proposal and congratulations on your selection. Shelby County Government looks forward to the successful and timely delivery of this very important service and your company's efforts in reaching this goal.

Sincerely,

Clifton Davis
Administrator of Purchasing
Shelby County Government

CD/shw

cc: Dottie Jones, Director of Community Services
Felisa Cox, Contract Administrator
Tonya Blunt, Contracts Administration