

CONSULTING AGREEMENT

between

ROGER MANNO (DBA MANNO & ASSOCIATES LLC)

and

TOWN OF BOONSBORO, MARYLAND

Client Relations:

Roger P. Manno, Esq.

c (202) 425-3523

o (888) 422-0121

[RManno@MannoAndAssociates.Com](mailto:RManno@MannoAndAssociates.Com)

This Agreement is entered into this date by and between **Roger Manno** DBA Manno & Associates LLC (hereinafter "Consultant"), doing business at 2138 Merrifields Drive, Silver Spring, MD, 20906, and the **Town of Boonsboro, Maryland** (hereinafter "Town") with offices at 21 North Main Street, Boonsboro, Maryland, 21713.

Based upon the mutual promises contained herein, and other good and valuable consideration, the parties identified above, intending to be bound hereby, enter into the following Agreement:

**1. SERVICES**

Consultant shall provide all state government relations consulting services, including lobbying, before the Legislative and Executive branches of Maryland government. Services may include, but are not limited to (subject specifically to the timelines stated herein): briefing the Governor (and/or members of the Executive branch) and the Legislature (and/or members of Legislative Leadership); representation at legislative and /or regulatory hearings, regulators and their staffs on Town positions on issues of interest to the Town; planning and coordinating meetings for the Town with legislators, members of the Executive branch and regulators; regular contact with the Town and/or staff so designated as necessary for direction and specific authority to act on issues; contact and interaction with lobbyists of other interest on behalf of the Town on legislative and regulatory issues; preparation and filing of reports to the State Ethics Commission; and, reports to the Town as requested by the Mayor and the Town Manager.

**2. TERM OF AGREEMENT**

The Term of this Agreement shall be for 2 (two) calendar months during the year of 2022 as follows: the Term of this Agreement shall take effect on February 8, 2021 and shall continue for two calendar months. Notice of Termination of this Agreement shall be given by either Consultant or Town, within 14 days of termination date. Written Notice of Extension of Term shall void any prior termination date contracted by Consultant and Town.

**3. CONSULTANT FEE**

The Consultant shall be paid a fee for the above enumerated services. The Consultant's fee shall be \$3,000 per month ("Monthly Fee") for each month during the Term of the Agreement. The Monthly Fee shall be paid at the beginning of each month covered by this Agreement, or at a more convenient date, reoccurring each month, conveyed by the Town to the Consultant.

**4. EXPENSES**

The Consultant shall be responsible for all reasonable expenses incurred, unless those authorized by the Town.

**5. PERSONAL SERVICES**

The services to be performed by the Consultant shall be performed personally by Roger Manno and not by any other individual, unless approved by the Town.

**6. LOBBYIST REGISTRATION**

The Consultant shall register with the State Ethics Commission and other required entities as a Lobbyist, and shall remain registered until this Agreement has expired, is extended, or terminated.

**7. NON-EXCLUSIVE**

This Agreement is for the non-exclusive use of the Consultant's services. Nothing contained herein shall prevent the Consultant from contracting to provide lobbying or other services to other clients on a non-exclusive basis, subject to the Conflict of Interest provision herein.

**8. CONFLICT OF INTEREST**

Both the Consultant and the Town shall use their best efforts to identify and notify each other of any potential conflicts of interest between the Town and any other client of the Consultant. The Consultant shall notify the Town in writing of any new potential clients that may conflict with this Agreement during the Term of the Agreement. Should a conflict of interest arise between the Consultant and any other potential client, the Town may either terminate this Agreement or request the Consultant not contract with the potential client. The Town shall have veto power over any agreement the Lobbyist may enter into with any other Town or group with interests adverse to the Town.

**9. INDEPENDENT CONTRACTOR**

The Consultant and the Town have entered into this Agreement with the mutual understanding that the Consultant is an independent contractor and not an employee of the Town. Nothing contained in this Agreement shall be construed to make the Consultant an employee, partner, or joint venture of the Town for any purpose. The Consultant warrants that it is free to enter into this Agreement and is not a party to any restrictive contract or agreement limiting its present or

future right to contract with the Town. The Consultant agrees to hold the Town harmless from any and all suits and claims arising out of any such preexisting restrictive agreement. The Consultant understands and agrees that it is solely responsible for complying with state and federal requirements as they relate to taxes, Social Security contributions and any other requirements placed upon self-employed persons.

**10. PRACTICE OF LAW**

The Consultant is retained by the Town for the purpose of consultation, advice and lobbying advocacy on legislative and regulatory issues as they arise and as authorized by the Town. The Consultant is specifically not retained to provide legal advice to the Town, and the Consultant shall not be required to perform any additional activity for the Town which constitutes the practice of law unless retained for legal services in a separate agreement.

**11. ENTIRE AGREEMENT**


This Agreement contains the entire Agreement between the parties and supersedes any and all other Agreements, negotiations or discussions. This Agreement may be altered only by a written document signed by the parties to this Agreement.

**12. CONSTRUCTION**

This Agreement shall be construed and interpreted according to the laws of the State of Maryland in effect at the time.

IN WITNESS WHEREOF the parties have set the hands as of the date below.

**CONSULTANT**

  
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Roger Manno  
DBA Manno & Associates LLC

Date: 2/8/2022

**TOWN OF BOONSBORO**

\_\_\_\_\_  
Paul Mantello, Town Manager

Date: