



CONTRACT FOR PROFESSIONAL SERVICES LOCAL & STATE GOVERNMENTAL AFFAIRS LOBBYIST

THIS AGREEMENT, made and entered into by and between SAVANNAH AIRPORT COMMISSION, a public body corporate organized under the laws of the State of Georgia, hereinafter called "Commission," and THE VAQUER FIRM, LLC, hereinafter called "Consultant," is for the services described under Item 2 of this Agreement.

Consultant Name: The Vaquer Firm, LLC
Address: 2 Lachlan Lane, Savannah, GA 31411
Phone No.: 912-655-3748
Email: vaquerfirm@gmail.com

1. **GENERAL NATURE OF SERVICES:** Provide contracting services for Local and State Governmental Affairs and Lobbyist Services.

2. **SCOPE OF SERVICES:** The Consultant will work under the direction of the Executive Director on behalf of the Commission and act as a liaison with local and state government officials. The Consultant will be responsible for monitoring, identifying and prioritizing challenges and opportunities associated with but not limited to the following issues:

ATTACHMENTS: RFP RESPONSE

3. **TERM:** The initial term of this agreement shall be for two (2) years effective 1st day of September, 2020, through 31st day of August, 2022. This agreement shall remain in effect and renew for three (3) successive one-year terms, unless terminated by either party with written notice sent at least (30) days before the end of the current term.

4. **COMPENSATION:** The compensation to be paid to the Consultant for the initial term for providing the services called for herein shall be \$60,000.00 per year, paid \$5,000.00 monthly, within thirty (30) days after receipt of invoice from Consultant. Following the initial term, the compensation to be paid to the Consultant for the three (3) successive one-year terms, shall be as follows:

Renewal (2022-2023):	Up to 4% Increase
Renewal (2023-2024):	Up to 4% Increase
Renewal (2024-2025)	Up to 4% Increase

5. **INVOICE PROCEDURE:** The Consultant shall submit monthly invoices to Commission requesting payment for work accomplished during each calendar month. Invoices shall be addressed to:

Savannah Airport Commission
Attention: Accounts Payable
400 Airways Avenue
Savannah, Georgia 31408

The Commission may withhold payment or submission of the Consultant's invoice if the Consultant's services hereunder are not satisfactory to Commission.

6. **ASSIGNABILITY:** The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of Commission.
7. **TERMINATION:** This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, Commission shall pay the Consultant compensation for work satisfactorily completed up to the date of termination.

Commission may terminate this Agreement for convenience or for any other business reason. In the event of such termination or suspension, Commission shall pay the Consultant for the work accomplished up to the date of termination or suspension.

8. **ENTIRETY OF AGREEMENT:** The terms and conditions of this Agreement embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and that, accordingly, this Agreement will not be construed more stringently against one party than against the other.
9. **WAIVER:** Any failure by Commission to require strict compliance with any provision of this contract shall not be constructed as a waiver of such provision, and Commission may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
10. **GOVERNING LAW:** This Agreement shall be deemed to be governed by and construed in accordance with the laws of the State of Georgia. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of Georgia for all purposes regarding this agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Chatham.
11. **SCOPE OF SERVICES:** Consultant understands and agrees that the Scope of Services described in Item 2 hereof is not a guarantee of a specific amount of work to be signed under this Agreement. Commission, at its option, may elect to expand, reduce or delete the extent of each work element described in the Scope of Services.
12. **ORDER OF PREFERENCE:** If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The Attachments

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

THE VAQUER FIRM, LLC

SAVANNAH AIRPORT COMMISSION

SIGNED: _____
MIKE VAQUER, PRINCIPAL

SIGNED: _____
STEPHEN S. GREEN, CHAIRMAN

ATTEST:

ATTEST:

NOTARY PUBLIC

GREGORY B. KELLY,
CORPORATE SECRETARY

DATE: _____, 2020

DATE: 2nd day of September 2020



SAVANNAH

ATLANTA

REQUEST FOR PROPOSAL

FOR

LOCAL & STATE GOVERNMENTAL

AFFAIRS LOBBYIST

AUGUST 3, 2020

The Vaquer Firm LLC
2 Lachlan Lane
Savannah, GA 31411
912.655.3748



SAVANNAH

ATLANTA

August 3, 2020

Ms. Megan Dunn, A.A.E.
Manager, Properties and Executive Affairs
Savannah Airport Commission
400 Airways Avenue
Savannah, GA 31408

Dear Ms. Dunn:

Thank you for providing a copy of The Savannah Airport Commission's "Request for Proposal for Local and State Governmental Affairs Lobbyist". By way of this letter and the following document, The Vaquer Firm is expressing interest in securing this contract.

The Vaquer Firm has successfully served as the Local & State Lobbying Firm representing the Savannah Airport Commission's interests before the State of Georgia and all local governments within Chatham County since 2014. You will see from our response that we have been involved in numerous activities representing both the Savannah Airport Commission and Executive Staff with a significant list of actions and accomplishments.

My business partner Jean McRae is available to answer technical, price, and/or technical questions about this offer and she is available at 404.734.7353 or at jeanmcrae@gmail.com. She has served as part of the existing contract with a focus on GDOT Board activities and actions. If there is a need for further assistance, our Assistant, Kati Shay Vaquer, is available at 912.844.1210, or at kstvaquer11@gmail.com. And of course, I am always available at 912.655.3748 or at vaquerfirm@gmail.com.

We look forward to answering any questions your staff might have about our responses and are hopeful that the Savannah Airport Commission will elect to continue this productive relationship.

Sincerely,

Mike Vaquer
Principal



SAVANNAH

ATLANTA

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SAVANNAH

ATLANTA

Description of Qualifications

Summary of the Firm's qualifications, credentials, and related past experience in a similar capacity (minimum of five years).

The Vaquer Firm has represented the Local and State Governmental Affairs needs of the Savannah Airport Commission for the past six years.

The Vaquer Firm was founded in 2004 by Mike Vaquer and Jean McRae, ESQ. Mike Vaquer is a former professional photographer, newscaster/journalist, Public Information Officer at the MPC, Assistant to the City Manager of the City of Savannah, Special Assistant to the Mayor of Savannah, Advertising Executive at Great Dane Trailers, Inc., Regional

Public Affairs Manager at Fort Howard Paper Company, Governmental Affairs Manager for Union Camp Corporation, and Regional Public Affairs Manager for International Paper.

Jean McRae is an attorney with extensive background in local government issues. She has served as Assistant County Attorney in Rockdale County, Ga, State Legislative Affairs Manager for Fulton County, and City Attorney for the City of Rincon, Ga. She has managed several state coalitions, served a number of individual corporate, governmental, and private clients.

In addition to the two principals, Kati Shay Vaquer serves as an administrative assistant to help monitor all local government agendas and meetings for our client base, and to assist with immediate needs, special tasks, and research.

The Vaquer Firm has developed significant expertise on transportation issues over the past 10 years through our representation of Fulton County (MARTA and the Charlie Brown Airport), Reliant/MV Transportation (Chatham County School Bus Contract), the Chatham Area Transit Authority (2015 – present) and the Savannah Airport Commission (2014 – present).

The initial task assigned to The Vaquer Firm was to secure eligibility for Airport sworn and POST certified police officers for the State Retirement System. This had been attempted for several years without success. We engaged in this effort with legislation sponsored by then Senator Buddy Carter. This retirement legislation had been introduced the previous year as the Senate required all such legislation to go through a two-year process. During that time the State Fiscal Affairs Office developed a revenue estimate on the cost of any provisions to the state, and the net effect was minor. Retirement staff resisted previous Savannah Airport efforts consistently.

After a series of meetings with Director Bob Carter (no relationship to Senator Carter), we learned that all POST Certified city law enforcement officers were eligible to participate in this State retirement program. After research and discussion with City staff and the City Attorney, it was determined that all Airport Law Enforcement Officers were essentially City of Savannah sworn officers, eligible for City benefits, retirement, and thus eligible for participation in the POST retirement program. After conveying this information to Mr. Carter, his attorneys conferred with then City Attorney Brooks Stillwell, and state staff agreed with the determination that

our employees were thus eligible for this benefit, without the need for legislation. (Interesting that this City of Savannah memo had crossed my desk during my service in the City Manager's Office.)

Describe the size of your Firm, and indicate the principal, firm officials, and other personnel who will be assigned to work on behalf of the Commission.

The Vaquer Firm is a small governmental affairs company. We focus on providing personal service, a high quality focus on our clients' interests, and limit ourselves to a few clients. The principals in the Firm are Mike Vaquer, and Jean McRae. Primary service for the Savannah Airport Commission will continue to be provided by Mike Vaquer, with Jean McRae assisting with a continued focus on the GDOT Board Commission and Committee meetings, and responsibility for the City of Pooler issues. Kati Shay Vaquer will join the team to provide monitoring and oversight on all local agendas with back-up assistance in monitoring Pooler City Council meetings.

Provide a list of the Firm's clients with contact information (names, titles, mailing addresses, phone numbers, and e-mail addresses) for the appropriate persons at the client company that the Executive Director and/or his designee(s) can contact. This list shall serve as references for whom the Firm has performed lobbying duties presently or in the past.

Over the past sixteen years, The Vaquer Firm principals have represented The Branigar Organization (International Paper's land development arm), Coca Cola (recycling and meetings), Gerdau Ameristeel (mercury regulations), the Georgia Restaurant Association, Expedia/HomeAway (STVR issues), The Forum Group (public construction), Atlantic Waste, Dr. Jerry Williams (ImmediateMed), Barrelhouse Restaurant, Effingham County (water), the City of Savannah (water issues/annexation for legal department), Georgians for Comprehensive Recycling, the Georgia Coalition for Sound Environmental Policy (air quality), Bryan County, Beacon Builders (zoning), Tijuana Flats Restaurant Group (alcohol licensing), the Homebuilders Association of Greater Savannah, the Georgia Transit Association (McRae), the Georgia Association of Taxing Officials (tax

commissioners), the Building Officials Association of Georgia, the Asian American Pacific Islanders Coalition, Fulton County as part of their State Governmental Affairs Contract Lobbyist Team (7 years), and others.

Our current clients are the Chatham Area Transit Authority, the Georgia Restaurant Association (local issues), the Homebuilders Association of Greater Savannah, and the Savannah Airport Commission. Contact information is as follows:

Ms. Baccara Mauldin
CEO, Chatham Area Transit Authority
900 East Gwinnett Street
Savannah, GA 31401
912.233.5767

Ms. Karen Bremer
CEO, Georgia Restaurant Association
260 Peachtree St. # 1901
Atlanta, GA 30303
404.467.9000

Ms. Patty Reitkovich
Executive Officer
Homebuilders Association of Greater Savannah
7116 Hodgson Memorial Boulevard
Savannah, GA 31406
912.354.6193

A description of existing relevant relations with the State of Georgia legislative delegation, Governor's office, agency heads, and with other key legislators and support staff.

As veteran lobbyists, we have extensive and long-term relationships with a significant number of legislative leaders under the Gold Dome. We regularly meet with all members of our Chatham County delegation, and host lunches for delegation meetings and dinners every legislative session. We have known Governor Brian Kemp since he first came to the General Assembly as a State Senator and have a very good and strong rapport with him and his Chief of Staff Charlie Harper. We have worked for years with the GDOT Board and are close to several members of the GDOT Board,

including former Board Chair Ann Purcell, current Chair Tim Golden, and Board member Lynn Westmoreland, among others.

We have a very strong relationship with Speaker David Ralston, Speaker Pro-Tem Jan Jones, Majority Leader Jon Burns, and Committee Chairs Kevin Tanner (Transportation), Brett Harrell (Ways and Means), Ron Stephens (Economic Development and Tourism), and others. We also maintain a strong relationship with Lt. Governor Geoff Duncan, Senate President Pro Tem Butch Miller, Majority Leader Mike Dugan, and Chairmen Brandon Beach (Transportation), Jeff Mullis (Rules), and Blake Tillery (Appropriations).

We are fortunate to have our House Delegation members Representatives Bill Hitchens, Carl Gilliard and Senator Ben Watson serving on their respective Transportation Committees. We update them regularly on airport issues, and Senator Watson frequently contacts me via texts during meetings to clarify our position on emerging issues. We also have a very strong relationship with Senator Tyler Harper who is emerging as the General Assembly's leader on airport issues.

We maintain a very strong relationship with GDOT Commissioner Russell McMurray and have set up several direct one-on-one meetings with Airport staff with him and his staff, to discuss important projects such as the I-95/Pooler Parkway Interchange Improvements. We also maintain close ties with Intermodal Division Chief Carol Comer, and Airports Program Administrator Steve Brian.

SCOPE OF SERVICES

General Description of Services

The Vaquer Firm will continue to work under the direction of the Executive Director on behalf of the Commission and act as a liaison

with local and state government officials, responsible for monitoring, identifying and prioritizing challenges and opportunities.

At the direction of the Executive Director and Staff, The Vaquer Firm will assume the responsibility for these general activities and tasks:

- We continuously identify, review, analyze any and all local and state legislative bills, resolutions, ballot issues, ballot questions, votes, fiscal notes, and all relevant discourse for potential and actual positive or negative impacts on airport operations. We internally track these on a daily basis.
- We will immediately identify those legislative issues that may affect the Commission, and regularly inform the Executive Director as to these matters. This is done on a “real-time” basis in order to provide up to the minute information and prompt response.
- We continuously provide advice, recommendations, support services including, but not limited to, correspondence, briefing papers, talking points, written summaries, and materials as needed, prepared by or available from the State of Georgia or the City of Savannah and other jurisdictions, to the Commission and Executive Staff.
- We will consistently and accurately represent and advocate, as directed, the Commission’s position on local or state legislative matters to elected members and staff of the local municipalities, counties, various departments and agencies, the Georgia State Legislature, the Governor and Executive Branch officials and staff, community groups, and other designated persons.
- We have positive working relationships with local state legislative leadership, state committee chairman, and legislative leadership, interested organizations, community groups, other legislators and staff, and other lobbyists and will continue to maintain and enhance these relationships as directed by the staff and

Commission.

- We will also continue to attend appropriate State Committee meetings and hearings and attend meetings of the Chatham County Commission, the City of Savannah, the City of Pooler, and other relevant jurisdictions.
- We frequently draft and deliver legislation, resolutions, and amendments and coordinate with bill sponsors and relevant state agencies in the preparation of bills and amendatory language as directed by the Executive Director on behalf of the Commission.
- We will continue to position the Airport Commission to maximize local and state funding opportunities.
- We continuously collaborate with stakeholders and business partners on local and state legislative issues to promote mutual legislative priorities and oppose negative initiatives.
- We will continue to coordinate with the Georgia Airports Association and their lobbyist, Mr. Edward Lindsey, the City of Atlanta, the Atlanta Airport, and other commercial airports across the State to present a unified front and position on all airport issues.
- We will continue to promote the Commission's legislative proposals by communicating with local, state and other governmental officials through personal contact, position papers, testimony and other such means as appropriate.
- We have a history of providing timely assistance as requested on other matters involving the ongoing development and maintenance of successful intergovernmental relations.
- We will continue to provide detailed weekly informational reports and action calls during legislative sessions to inform the Commission of the legislative process. This process includes multiple daily updates during the final days of the legislative session, and monthly reports on an as needed basis.
- Upon request, The Vaquer Firm will coordinate appointments and meetings with the Executive Director, other staff, and appropriate state

officials and legislators, and with local officials as well.

- We will continue to be available at all times to meet with the Executive Director, his designee, or the Commission as specified to perform all responsibilities assigned.

- We will continue our regular attendance at Savannah Airport Commission Board Meetings, Savannah City Council, Chatham County Commission meetings and Georgia Department of Transportation (GDOT) meetings. We will also attend the City of Pooler Council meetings and review all relevant local governmental agendas, to include those of the Coastal Regional Commission.

Specialized Description of Services

In addition to the services enumerated above, the Firm will continue to manage the following specialized projects and services:

- *Renewable Aviation Fuel Refinery in Georgia: Coordination with other parties to create incentives to support the development of a sustainable jet fuel refinery in Georgia.*

This is an emerging issue and is a top priority of Gulfstream. We will work in support of and in collaboration with Gulfstream and other interested parties to create an atmosphere to help create Georgia specific incentives to help attract the establishment of an aviation fuel refinery in Georgia.

- *Monitor Jet Fuel Sales Tax Identification, Collection and Distribution.*

We have worked on the Jet Fuel Sales Tax issue for several years and have developed significant expertise on this issue. We were at the forefront working with the Georgia Department of Revenue Commissioner Lynne Riley in developing methods and protocols to monitor and accurately document the jurisdictional sources of jet fuel sales taxes both at the state and local levels. While current collections of State Jet Fuel Sales taxes are halted due to a 2019 ruling from the Department of Revenue, it is entirely possible that this issue could resurface.

During the 2019 Session of the General Assembly, administration legislation was offered to create a new tax on jet fuel of \$.01 per

gallon, being dedicated to general aviation. As this proposition moved forward, a tug of war developed over whether this tax should be \$.05 or \$.10 per gallon, and once this issue was combined with a Commercial Airport Oversight proposal, Transit legislation, the issue died in a Conference Committee. While there was interest in reviving these proposals in the last days of the 2020 session, we were able to block any forward movement.

The Vaquer Firm was instrumental in setting up an in-kind contribution of local option sales tax revenues on jet fuel collected by Chatham County as part of SPLOST collections in order to comply with FAA regulations requiring expenditure of these funds on airport related projects. As a result of this work, these funds were earmarked for the development of the CEMA facility at the Savannah Airport.

- *I-95 Interchange Improvement Project (Exit 104):*
Coordination and cooperation with Georgia Department of Transportation (GDOT) and GDOT – Intermodal Division. Facilitate inclusion of funding through appropriate sources, to include General State Bond funding future SPLOST funding.

Continued growth and development in the City of Pooler, along Pooler Parkway, and residential development in the City of Savannah's Godley Tract, continues to generate traffic problems at the I-95 Exit 104: the main entrance to the Savannah Airport. There is not a simple management fix to solve this vexing problem, and as such the most logical answer is to implement the Airport's I-95 Interchange Improvement Project, at a cost upwards of \$20M.

Late in 2019, The Vaquer Firm facilitated a meeting with GDOT Commissioner Russell McMurray and senior staff to review options for moving this long-term project forward. GDOT had no ready answers other than to urge us to continue developing a definitive plan.

In January 2020, we organized and attended a meeting between SAC staff and the Pooler City Council and their staff, at their annual Atlanta workshop. We outlined the

challenges we, together, face at this important Interchange. While there were no immediate recommendations from that meeting, the following day I briefly met with the Mayor and several of their Aldermen at the Capitol who committed to financially working with us as we move forward. Pooler is a willing partner and have engaged an engineering firm to look at this project in detail. Savannah Airport staff has shared our consultant's reports with their staff and engineers.

At the appropriate time, we will need hold another working session with Pooler City Officials, their Engineers, and GDOT to discuss progress and options. Of course, funding will be a challenge, but there are several potential sources of funding including State Bond funding, and future TSPLOST funds. This is a safety issue will continue to be a top priority for the foreseeable future.

- *Monitor, review and modify “For Hire Transportation” Issues, including Avail, Turo, Lyft and Uber.*

The Vaquer Firm has worked with the Executive Staff at the Airport, helping to ensure that proper fees are collected by the SAC from all “For Hire Transportation” providers. Peer-to-peer rental car services are a relatively new development, operating under the marketing arms of Turo, and Avail. While these operations are not extensive at the Savannah Airport at this time, they erode the market for our traditional car operations, and they avoid paying similar rental car fees to the Airport.

In 2019, the Georgia Legislature considered legislation to establish insurance requirements for these operations. While we closely monitored this bill, in collaboration with the City of Atlanta's Airport government affairs staff, we were able to determine and agree that our facilities had existing authority to regulate such on-site rental activity. We currently have approximately 20+ peer-to-peer rental operations in Savannah, and while all

complete the reservation process on-line, many complete the pick-up and return on airport property. Some operators handle the exchange at off-site hotels and motels.

Insurance legislation did not pass in the 2019 Session, but did achieve passage during the 2020 Legislative Session, and SAC legal review reinforced the opinion that not only did we have the ability to regulate and charge fees for this activity, but with the passage of this new insurance requirement, it is clear that this is a regulated commercial retail activity, subject to full licensing and collection of fees by airports.

- *New Zoning Ordinance (NewZo): Monitor, review and coordinate with the Metropolitan Planning Commission and local municipalities surrounding the airport.*

Efforts to write a much-needed revision to the zoning ordinances for both the City of Savannah and Chatham County were ongoing for several years, and finally, in 2019 the City of Savannah adopted the comprehensive NEWZO, affecting the Savannah Airport. In the process, an airport overlay district was created with a requirement that any City of Savannah permitted activity in or on the Savannah Airport Commission properties would have to be reviewed and approved by not only the City, but also by the Savannah Airport engineering Department. Our recent review confirmed that this provision is part of NEWZO. While this was a move in the right direction, there are still several issues that still must be addressed which are currently being defined by staff. We will continue our collaborative efforts with the City of Savannah Planning Department and the Metropolitan Planning Commission to identify and resolve these issues. Chatham County has not acted to adopt a similar NEWZO Ordinance.

- *Airport Funding Issues: Aid in defining new sources of revenue.*

Funding continues to be a priority focus for all airports. The Vaquer Firm has been a constant advocate for increased state funding for airports and we have worked very closely with the Georgia Airports Association, and legislative leadership to ensure that the General Assembly continues to provide funding to the GDOT Intermodal Division – Airports. Through the assistance of Senator Tyler Harper, the General Assembly provided an additional \$2M in funding for airports in the FY21 Budget, even though this budget faced overall reductions of 10%. Further, Intermodal funding was not cut as these funds are generally held to provide matching funds for federal grants from the FAA and other federal programs.

Even though the State no longer collects Jet Fuel Sales taxes, other motor fuel excise taxes raise in excess of \$1B per year for transportation projects. Under the Georgia Constitution, these funds are restricted to use for ‘roads and bridges’ and thus are not available for airport projects. Legislation has been introduced in recent sessions allow for a Referendum to amend to State Constitution to allow the use of these funds for “all transportation needs”, including airports. While these proposals have not moved, it appears that there may be growing sentiment to place this question before the public.

- *Airspace Protection: Including monitoring, reviewing and coordinating with appropriation local municipalities, county commissions, regional coalitions and state representatives in regard to the Townsend Bombing Range.*

The recent expansion of the Long-McIntosh County, Townsend Bombing Range from 5,000 to over 33,000 acres, controlled by Marine Corps Air Station Beaufort (MCAS), is an issue that warrants continued monitoring and attention. We must be ever mindful of the potential impacts that the military use of this land could have on

commercial air traffic at the Savannah Airport. While that site is some 60 miles south of Savannah, it is well within Savannah's airspace.

- *UAV/UAS: Represent the Commission at meetings of the Georgia Unmanned Aircraft Commission and monitor regulations.*

In 2016, the Georgia General Assembly passed HB 779 regulating the use of unmanned aircraft technology or "drones". Governor Nathan Deal believed that Georgia should first allow the Federal Aviation Authority (FAA) to complete their efforts in creating federal rules and regulations for the use of drones. He felt that signing this bill prior to the release of the FAA guidelines would create a new layer of state regulation, and therefore he vetoed the legislation that created an oversight commission.

In November 2016, Governor Deal, by Executive Order, created the Georgia Commission on Unmanned Aircraft Technology. During 2017 the General Assembly passed legislation preempting local ordinances regulating UAV/UAS enacted after 4/1/17. Thus, the Cities of Conyers, Augusta and Cherokee County are the only Georgia jurisdictions having restrictive ordinances. The members of the State Commission represent CNN, the State Archivist, Flyover Services, a lobbyist, and Comcast. I can find no records of this body actually meeting. This issue has been on our watch list for several years and we will continue to monitor any and all drone developments.

- *Environmental Regulations and Enforcement, including Per and Poly-Fluoroalkyl Substances (PFAS), as it relates to airport firefighting capabilities.*

Per and Poly-Fluoroalkyl regulation is an emerging federal issue, but we are acutely aware that regulations on the use of this firefighting chemical (commonly used

in the military and used by the 165th ANG unit at the Savannah Airport) by state agencies could be particularly troublesome. These chemicals are unique and particularly crucial in fighting certain types of fires (the Powell-Duffryn tank farm fire off of President Street in the 1990's proved impossible for the Savannah Fire Department to control until firefighters from Hunter brought these chemicals to quickly extinguish this fire).

- *State Aviation Oversight Committee: Monitor, review and coordinate with State Elected Officials in the interest of the Commission.*

During the 2019 session of the Georgia General Assembly, Senator Burt Jones and members of the Senate Transportation Committee brought legislation to provide “oversight” to the operations of Atlanta’s Hartsfield-Jackson International Airport, unless certain operational goals and assurances were met. While this only affected that facility, changes made as the legislation moved through the process expanded the function of this proposed Committee to have potential jurisdiction and oversight powers over virtually all of the commercial airports in the state. This legislation was universally opposed by the airport community, the Georgia Airports Association, and the Savannah Airport, and by the close of the session this legislation was merged with a number of other unacceptable provisions and did not survive.

During the 2020 legislative session, there was no effort to reboot this legislation until the final day of the session, when there was some discussion about breathing life into a Conference Committee Report from the Senate Conferees. Fortunately, diligent and aggressive efforts by the Georgia Airports Association lobbyist and The Vaquer Firm succeeded in keeping House Conferees from

agreeing to even begin discussion on this very dangerous piece of legislation.

We are not certain of what the position of the Senate will be moving forward, but fortunately, it appears that, under the direction of Atlanta Mayor Keisha Bottoms, the Atlanta Airport has made a number of management changes to defuse this challenge.

- *Monitor appropriate actions of the Coastal Regional Commission as it relates to the Commission.*

The Coastal Regional Commission is a body of governmental representatives from the 13-county coastal district, appointed by the Cities and Counties of the region. This body is primarily a review and recommendatory body with responsibility for producing a State required Development of Regional Impact review for major development projects. The CRC has professional transportation staff who are involved in this review.

It is important for the Savannah Airport Commission to monitor CRC agendas, and attend meetings on an as needed basis. Major development projects that may have an impact on the Savannah Airport Commission would be reviewed by this body, with no direct review opportunities for the Airport Staff to weigh in. In fact, our recent involvement with a development project for another client revealed that GDOT Intermodal Division was not included among the review agencies, even though this landfill development was within 5-miles of a General Aviation airport.

The Vaquer Firm regularly attends these meetings and maintains relationships with key staff, to ensure that we are aware of major development projects which could negatively impact airport operations.

- *Monitor, review and advise of developments regarding the Savannah Arena Project.*

The health of the tourism economy in the Savannah/Hilton Head markets is critical to the life and well-being of the Savannah Airport. The development of the new Savannah Arena will bring a new and exciting asset to the community, enhancing current capabilities and bringing new activities to this region. We will work to assist the City leadership where possible to help ensure that this development keeps on track and will become a new asset that our marketing staffs can promote to continue to build our tourist base.

- *Savannah Convention Center Expansion Project: Monitor, review and coordinate with the Savannah Convention Center Authority.*

At the same time, The Vaquer Firm will assist the efforts of the Savannah Convention Center Authority, the Savannah Chamber, Visit Savannah, The Tourism Leadership Council, the City of Savannah, and the local legislative delegation to keep the State Bond funding for the expansion of the Convention Center moving forward. The expansion of this Hutchinson Island facility will enhance the capability for Savannah to attract larger and more diverse conventions and will trigger the future development of new hotels and residential development of Hutchinson Island.

- *General knowledge of Federal Aviation Administration (FAA) regulations, impacting airports.*

Over the past years, The Vaquer Firm's understanding and knowledge of FAA rules and regulations has expanded with the assistance of SAC staff, Hurt-Norton, and other airport consultants. In addition, increased involvement with the leadership of the Georgia Airports Association and an increase

in understand of the regulatory framework for General Aviation airports, has been particularly helpful. This body of understanding will continue to grow in the future.

- *Interaction and involvement with the Georgia Airports Association (GAA).*

The Vaquer Firm worked, when possible, to assist the former lobbyist for the Georgia Airports Association in helping to move forward issues that for the most part relate to improvements and advantages for General Aviation, while maintaining a keen focus on those issues and items that are of the most importance to commercial aviation and particularly to the Savannah Airport. The recent GAA lobbyist change has been welcomed as there is now a new level of increased cooperation, coordination, and sharing of critically important information which was not previously present. As it works out, Ed Lindsey is a former House member of the Fulton County Legislative Delegation, and an individual that I worked very closely with during my years representing Fulton County. Our collaborative efforts will deliver significant benefits to not only all Georgia Airports, but also to our Savannah Airport. Mike Vaquer is a member of the Georgia Airports Association.

- *Provide assistance to airport tenants with alcoholic beverage/food code permitting issues.*

The Vaquer Firm has represented the Georgia Restaurant Association for several years: initially as their first contract lobbyist for statewide issues, and then most recently as their representatives for coastal issues, with a main focus on the Savannah market. We work very closely with our restaurateurs on a variety of regulatory and management issues, and Jean McRae provides direct, hands on assistance to help merchants with their alcoholic beverage licenses. This level of team assistance has removed many barriers from

obtaining operating approval from the Chatham County Department of Health on Food Code regulatory issues, and general regulatory interpretations.

- *Provide assistance with permitting challenges for future airport development opportunities with existing or future properties.*

The Vaquer Firm has a strong track record of supporting numerous local and regional development projects and working through often difficult permitting issues. We maintain very cordial relations with zoning and building officials in all of the local jurisdictions and have worked in close collaboration in solving a number of challenges facing City of Savannah staff on properties surrounding the Savannah Airport. Our experience with zoning issues, familiarity with zoning staff, and years of representation of Branigar, and the Homebuilders, provides us with a wealth of knowledge on all development issues.

- *Any and all other issues as identified by the Executive Director.*

The Vaquer Firm has a very strong track record of effective and responsive governmental affairs representation for the Savannah Airport. We are virtually accessible most hours of the day or night and are ready to respond with our full resources at the drop of a hat. There have been many occasions when we have been alerted to information from staff that requires instant attention, and our operational mode is to provide intense focus to issues of immediate importance.

RFP

LOCAL & STATE
GOVERNMENTAL
AFFAIRS
LOBBYIST
EXHIBITS

EXHIBIT A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

**CONTRACT FOR PROFESSIONAL SERVICES
LOCAL & STATE GOVERNMENTAL AFFAIRS LOBBYIST**

THIS AGREEMENT, made and entered into by and between **SAVANNAH AIRPORT COMMISSION**, a public body corporate organized under the laws of the State of Georgia, hereinafter called "Commission," and **The Vaquer Firm, LLC**, hereinafter called "Consultant," is for the services described under Item 2 of this Agreement.

Consultant Name: The Vaquer Firm, LLC
Address: 2 Lachlan Lane, Savannah, GA 31411
Phone No.: 912.655.3748
Email: vaquerfirm@gmail.com

1. GENERAL NATURE OF SERVICES: Provide contracting services for Local and State Governmental Affairs and Lobbyist Services.
2. SCOPE OF SERVICES: The Consultant will work under the direction of the Executive Director on behalf of the Commission and act as a liaison with local and state government officials. The Consultant will be responsible for monitoring, identifying and prioritizing challenges and opportunities associated with but not limited to the following issues:

ATTACHMENTS: RFP Response

3. TERM: The initial term of this agreement shall be for two (2) years effective ____ day of _____, 2020, through day of __, 2022. This agreement shall remain in effect and renew for three (3) successive one-year terms, unless terminated by either party with written notice sent at least (30) days before the end of the current term.
4. COMPENSATION: The compensation to be paid to the Consultant for the initial term for providing the services called for herein shall be \$60,000 per year, @ \$5,000 per month, plus approved expenses, paid monthly, within thirty (30) days after receipt of invoice from Consultant. Following the initial term, the compensation to be paid to the Consultant for the three (3) successive one-year terms, shall be as follows:

Renewal (2022-2023): Up to 4% increase
Renewal (2023-2024): Up to 4% increase
Renewal (2024-2025): Up to 4% increase

5. INVOICE PROCEDURE: The Consultant shall submit monthly invoices to Commission requesting payment for work accomplished during each calendar month. Invoices shall be addressed to:

Savannah Airport Commission
Attention: Accounts Payable
400 Airways Avenue
Savannah, Georgia 31408

The Commission may withhold payment or submission of the Consultant's invoice if the Consultant's services hereunder are not satisfactory to Commission.

6. **ASSIGNABILITY:** The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of Commission.
7. **TERMINATION:** This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, Commission shall pay the Consultant compensation for work satisfactorily completed up to the date of termination.

Commission may terminate this Agreement for convenience or for any other business reason. In the event of such termination or suspension, Commission shall pay the Consultant for the work accomplished up to the date of termination or suspension.

8. **ENTIRETY OF AGREEMENT:** The terms and conditions of this Agreement embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and that, accordingly, this Agreement will not be construed more stringently against one party than against the other.
9. **WAIVER:** Any failure by Commission to require strict compliance with any provision of this contract shall not be constructed as a waiver of such provision, and Commission may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
10. **GOVERNING LAW:** This Agreement shall be deemed to be governed by and construed in accordance with the laws of the State of Georgia. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of Georgia for all purposes regarding this agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Chatham.
11. **SCOPE OF SERVICES:** Consultant understands and agrees that the Scope of Services described in Item 2 hereof is not a guarantee of a specific amount of work to be signed under this Agreement. Commission, at its option, may elect to expand, reduce or delete the extent of each work element described in the Scope of Services.
12. **ORDER OF PREFERENCE:** If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The Attachments

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

The Vaquer Firm, LLC

SAVANNAH AIRPORT COMMISSION

SIGNED: _____

SIGNED: _____

STEPHEN S. GREEN, Chairman

(Printed Name and Title)

ATTEST:

ATTEST:

NOTARY PUBLIC

GREGORY B. KELLY, Corporate Secretary

DATE: _____, 2020

DATE: _____, 2020

EXHIBIT B: ADDENDUM

NO ADDENDA WERE ISSUED

To: NAME
 TITLE
 FROM: Meghan M. Dunn, A.A.E.
 Manager, Properties & Executive Affairs
 DATE: TBD
 SUBJ: Addendum No. ____
 Request for Proposal – Local & State Governmental Affairs Lobbyist
 Savannah/Hilton Head International Airport

Dear Mr./Ms. _____:

Attached please find Addendum No. _____ to the above referenced RFP. Please acknowledge the receipt of this Addendum in the space provided below and return one company to this office for our records prior to _____.

I hereby acknowledge receipt of Addendum No. _____

(Signature)

(Date)

(Name of Company)

**ADDENDUM NO. _____
(DATE)**

SAVANNAH/HILTON HEAD INTERNATIONAL AIRPORT

**REQUEST FOR PROPOSALS
LOCAL & STATE GOVERNMENTAL AFFAIRS LOBBYIST**

The following amendments, additions, deletions shall be made to the Contract Documents. Insofar as these documents are at variance with this Agreement, Addendum No. _____, dated _____, shall govern:

END ADDENDUM NO. 1

EXHIBIT C: ACKNOWLEDGEMENT OF PROPOSAL
ACKNOWLEDGEMENT OF PROPOSAL

The submittal of this Proposal is a duly authorized, official act of The Vaquer Firm LLC, and the undersigned officer of The Vaquer Firm LLC is duly authorized and designated by Resolution of The Vaquer Firm LLC to execute this Proposal on behalf of and as the official act of The Vaquer Firm LLC, this the 3rd day of August, 2020.

COMPANY: The Vaquer Firm

BY: _____
(Signature)

Mike Vaquer, Principal

(Print Name and Title)

ATTESTED TO:

(Signature)

