

CITY CLERK ORIGINAL

C-8118-2
12/12/2011

Amendment No. 2 to the Contract for Government Affairs and Related Services Between The City of Glendale, Arizona and Policy AZ, LLC

The parties hereby agree to this Amendment ("Amendment") to the Contract for Government Affairs and Related Services ("Contract") between The City of Glendale, Arizona ("Client") and Policy AZ, LLC ("Consultant") dated the 5th day of July 2011. Such Contract shall be amended as follows:

1. Section I of the Contract entitled "Scope of Services" shall include the following language:

The Consultant will provide the Client with representation services on Tohono O'odham Nation tribal issues related to the City of Glendale and economic development discussions directly associated with the Tohono O'odhams proposal to create a reservation for gaming purposes. Additionally, Consultant may occasionally be requested by Client to undertake government affairs assignments on an ad hoc basis. With the Client's permission, the Consultant will represent Client's interests at the Legislature and with the Governor's Office, assist in developing and implementing legislative, public relations and legal strategies, testify on behalf of Client at the Arizona Legislature; represent Client's interests at meetings conducted by Arizona state government and monitor the activities of state government; represent the Client's interests with other affected and aligned parties and assist in developing and implementing outreach strategies.

2. Section II of the Contract entitled "Payment for Services and Other Costs" is replaced with the following language:

The Client agrees to pay Seven Thousand Five Hundred Dollars (\$7,500.00) per month. In addition to this monthly retainer, Client will pay a total hourly rate of \$250.00 for any ad hoc assignments that Consultant determines to be unrelated to the Tohono O'odham tribal issue, consistent with Section 1 of this Amendment.

The Consultant will bill the Client in advance on the 1st of each month with payment due on the 10th of each month.

Consultant shall be responsible for the payment of all its customary and normal expenses. Client shall be responsible for payment of any pre-approved expenses beyond customary and normal, which are incurred as a result of Client's directives. Expenses may include printing and copying

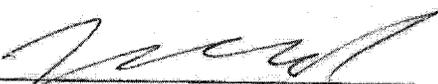
costs, postage and delivery charges, travel expenses, mileage reimbursement, parking fees and any other reasonable costs incurred by Consultant in performing the Services. Invoices for such expenses shall be submitted to Client in arrears, with reimbursement due by the 10th of the month following the month in which the expenses were incurred.

3. Section III of the Contract entitled "Duration and Cancellation of Contract" is replaced with the following language:

"This Contract is in effect from January 1, 2012 through June 30, 2012. Either Party may terminate this Agreement with a 30-day written notice. Notwithstanding the foregoing, Consultant may terminate this agreement immediately in the event Client fails to pay any amounts owed to Consultant by the due date."

4. Except as specifically stated in this Amendment, the Contract is in all other respects confirmed and continues in full force and effect. If there are inconsistencies between the provisions of this Amendment and the provisions of the Contract, the provisions of the Amendment shall prevail.

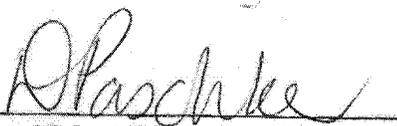
Agreed to this 12th day of December, 2011.



Policy AZ, LLC ("Consultant")
John MacDonald, Partner



City of Glendale, Arizona ("Client")
Craig Tindall, City Attorney



Policy AZ, LLC ("Consultant")
Dana J. Paschke, Partner