

CITY CLERK ORIGINAL

C-8571
02/01/2010

PROFESSIONAL SERVICES CONTRACT

This Consulting Agreement made effective this first February by and between the City of Glendale (hereinafter "Client") and K.R.B. Consulting (hereinafter "Consultant").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in this Agreement, the parties hereto agree as follows:

1. Engagement and Duties of Consultant. Client hereby engages Consultant and Consultant hereby accept such engagement as an independent contractor to perform the duties set forth in this Agreement. During Consultant's engagement by Client, Consultant shall render advice and recommendations to Client as Client may reasonably request with respect to public affairs strategies and positioning, and such other matters as Client and Consultant shall from time to time agree.

2. Limited Scope of Work. The scope of this contract is limited to the representation of the City of Glendale's interests in discussions, negotiations, and/or legislation involving the revenue distribution to participants in Cactus League Baseball.

3. Extent of Duties and Responsibilities. Consultant shall work directly with the Client and other Client officials as directed. Consultant shall exercise independent professional judgment in the performance of duties under this Agreement; however, Consultant shall regularly seek instruction from Client; and any position advanced on behalf of the Client in legislative or regulatory matters shall be consistent with the Client's instruction.

The duties of Consultant shall be generally as follows: (1) To assist Client in communications with legislators, regulators, government agencies and officials, the media, and the public; (2) To advise and consult with Client in the establishment of policies, positions, directives, and opinions with respect to legislative matters; (3) To provide reports as agreed to between Consultant and the Client; (4) To comply with State reporting requirements relative to activities under this Agreement.

4. Compensation.

(a) Flat Fee. Client shall pay to Consultant a flat fee of \$25,000.00, payable in monthly installments of \$5,000 per month, inclusive of ordinary expenses (i.e., copies, fax, phone, or mailing expenses) for the period of five (5) consecutive months commencing on February 2010 with the initial installment due upon execution of this Agreement by Client.

(b) Reimbursement. With prior written approval, Client shall reimburse Consultant for the payment of extraordinary out-of-pocket expenses incurred relative to Consultant's duties (i.e., entertainment expenses, travel and accommodations, special mailing or delivery expenses) and other such similar expenses incurred by Consultant under this Agreement.

(c) Invoice; Interest on Unpaid Balance. Consultant shall render a monthly invoice that sets forth (i) the flat fee for the month, (ii) the nature and amount of any costs to be reimbursed pursuant to Section 3(b), and (iii) the balance due. Client shall pay the balance due in full upon presentation. If Client fails to pay the balance due in full within thirty (30) days following presentation, the Client's account shall be deemed delinquent, and Client shall be charged a late payment fee of one and one-half percent (1-1/2%) of the balance then due. The late payment fee permits Consultant to be compensated for receiving a late payment and is not intended to create a credit arrangement. Consultant reserves the right to suspend performance of services if the Client's account is delinquent.

5. Term of Engagement. The term of Consultant's engagement hereunder shall commence on February 1, 2010 and shall continue through June 30, 2010, or until terminated by either party upon thirty (30) days prior written notice.

6. Independent Contractor. Consultant's relationship to Client, during the term of this Agreement, shall be deemed to be that of an independent contractor and, except where expressly provided by this Agreement, Consultant shall not be entitled to benefits normally associated with an employment relationship.

7. Entire Understanding. This Agreement embodies the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, inducements and conditions, express or implied, oral or written, except as herein contained. This Agreement may not be modified or

amended other than by an agreement in writing.

8. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns, except no party may assign or transfer such party's rights or obligations under this Agreement without the prior written consent of the other party.

9. Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered against receipt or when deposited in the United States mails, first class, postage pre-paid, addressed at the address set forth on the signature page hereto. Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

10. Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Arizona.

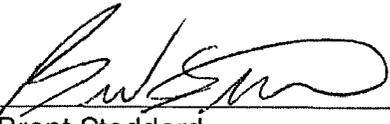
11. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

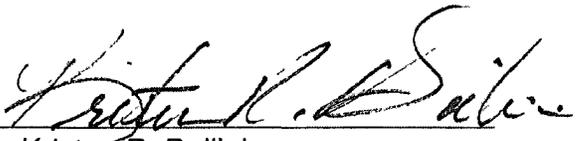
12. Attorneys' Fees. In the event it becomes necessary for either Client or Consultant to employ legal counsel or to bring an action at law or other proceeding to enforce any of the terms, covenants or conditions of this Agreement, the prevailing party in any such action and proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including, without limitation, reasonable attorneys' fees.

In WITNESS WHEREOF, the parties have executed this Agreement as of the day first written above.

City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

K.R.B. Consulting, Inc.
913 W. McDowell Rd.
Phoenix, AZ 85007

By: 
Brent Stoddard
Intergovernmental Programs Director

By: 
Kristen R. Boilini
Principal

Date: 2-10-2010

Date: 2/10/2010