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01/01/2007

VAN SCOYOC ASSOCIATES, INC.

PROFESSIONAL SERVICES AGREEMENT

Effective Date: January 1, 2007

Parties: VAN SCOYOC ASSOCIATES, INC. ("VSA")
CITY OF GLENDALE, ARIZONA ("Glendale")

Purpose: VSA is a bipartisan, full-service Federal government relations firm that provides comprehensive legislative and executive branch strategic advice, liaison service and legislative advocacy, in particular the securing of Federal authorization and appropriation language needed to provide Federal support for a wide range of local programs and projects. VSA's services may include other matters as set forth below. The purpose of this Agreement, therefore, is to document the terms and conditions of the professional relationship to be established between the Glendale and VSA.

AGREEMENT:

1. Engagement of Services. Glendale agrees to retain the services of the VSA and the VSA agrees to perform services for Glendale upon the terms and conditions hereinafter set forth.

2. Term of Agreement. This Agreement shall be effective as of January 1, 2007 and shall continue until June 30, 2007. The parties agree that this Agreement may be terminated by either party upon sixty (60) days written notice to the other party. The parties further agree that this agreement may be extended for a maximum of three (3) additional one-year terms. Glendale shall be responsible for the payment of services and expenses incurred up to the date that VSA receives written notice of the termination. VSA agrees to calculate all applicable fees on a daily basis utilizing a thirty days per month

basis. The parties agree that this Agreement may be extended beyond the foregoing date upon written agreement between VSA and Glendale.

3. Nature of Services to be Performed. During the term of this Agreement, VSA will render advisory and consulting services and will give Glendale the benefit of its special knowledge, skill, contacts, and business and political experience. VSA will monitor and evaluate the various federal legislative and agency issues that affect Glendale and advise Glendale on the components of an agency and legislative plan and the appropriate strategy to achieve the goals of such plan. VSA's primary contact with Glendale will be through Glendale's Intergovernmental Programs Director ("IGPD") and will perform its services hereunder at the direction of the IGPD. Specifically, VSA agrees to assist Glendale with its Federal government affairs and legislative lobbying as provided in Exhibit A attached.

4. Compensation. Glendale shall pay VSA a total monthly fee of Eight Thousand Three Hundred and Thirty-Three and 33/100 Dollars (\$8333.33). This amount shall be due and payable on the first day of each month. VSA shall submit monthly invoices to the Glendale on the first day of the month and Glendale shall make payment in full to VSA no later than ten (10) days after receipt of said invoice.

5. Expenses. The above-referenced compensation shall cover all normal office overhead expenses including, but not limited to, telephone, faxes, mail, copying, courier and subscriptions/publications. Other expenses should be limited to costs associated with travel of consultants to Glendale or meetings pre-approved by the Intergovernmental Programs Director (estimated travel to Glendale two to three times during the calendar year). Any such expenses above and beyond the required services will require written approval from the IGPD. Glendale shall reimburse the VSA for these expenses, consistent with Glendale's policies and procedures, on a monthly basis upon receipt of a statement that includes original receipts.

6. Relationship Between Parties. Glendale retains the services of VSA only for the purposes and to the extent set forth in this Agreement, and VSA's relationship to Glendale shall, during the term of this Agreement, be that of an independent contractor. VSA shall be free to dispose of its time, energy, and skill as it deems appropriate, except that the VSA shall perform all services reasonably requested by the Glendale. VSA shall not be considered, as a result of this Agreement, as having an agency or employee status or as being entitled to participate in any plans, arrangements, or distributions by Glendale

pertaining to or in connection with any pension, stock, bonus, profit sharing or similar benefits provided Glendale's regular employees. Furthermore, VSA retains the sole and absolute discretion and judgment in the manner and means of rendering the consulting services contemplated by this Agreement and the parties agree that Glendale shall have no right or duty to control the manner by which VSA renders those contemplated services, except as noted otherwise in writing.

7. Taxes, Workmen's Compensation, Fringe Benefits. VSA agrees that it will pay all applicable federal and state income taxes and self-employment taxes with respect to any amounts received under the terms of this Agreement. Unless otherwise required by applicable law, Glendale shall not withhold from the amounts paid to VSA any amounts for federal or state income taxes or social security taxes. Glendale shall not provide any fringe benefits for VSA including, but not limited to, vacation or sick pay, life insurance, health insurance or retirement benefits. Glendale will not cover VSA under any state unemployment compensation or workmen's compensation laws.

8. Attorneys' Fees. The prevailing party in any dispute arising out of this Agreement shall be reimbursed by the other party for all costs and expenses incurred in such proceeding, including reasonable attorneys' fees.

9. Governing Law/Jurisdiction. The laws of the District of Columbia shall govern this Agreement. The parties agree that jurisdiction and venue in the event of any dispute arising between the parties out of this contract will be the Superior Court for the District of Columbia.

10. Amendments/Assignment. This Agreement may not be amended or modified except in writing signed by the parties. This Agreement is not assignable by either party.

11. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes any prior understandings and agreements, written or oral, respecting the subjects discussed herein.

12. Time of the Essence. Time is of the essence of this Agreement.

13. Notices. Any and all notices required by this Agreement shall be personally delivered or sent by certified mail, return receipt requested, addressed to a

party at its address set forth herein, or at such other address as may be designated to the other party in accordance with this paragraph. A notice shall be deemed effective when received, or delivered, if personally delivered.

14. Liability. Glendale acknowledges that it retains final authority to act upon any recommendations by VSA and VSA does not and shall not guarantee or warrant the outcome of the issues. VSA and its independent contractors shall exercise the due care and diligence of professional business consultants in performing its services for Glendale, but VSA shall not be liable for any mistake of judgment, any other action taken in good faith on behalf of Glendale or any loss unless the loss is the result of gross negligence, dishonesty, fraudulent or criminal acts of VSA. Glendale agrees to indemnify, defend and hold harmless VSA against loss, damages or expense, including court costs and attorneys fees to the extent arising out of claims, demands, lawsuits or actions taken by Glendale in performance of this Agreement. VSA agrees to indemnify, defend and hold harmless Glendale against loss, damages or expense, including court costs and attorneys fees to the extent arising out of claims, demands, lawsuits or actions by VSA taken in performance of this Agreement. This section of the Agreement is separate and distinct from the other provisions of the Agreement and the rights and responsibilities herein shall survive the termination of the Agreement.

15. Confidential Information. VSA shall hold in confidence, not use (except for the benefit of Glendale or its designee(s)) , and not disclose to anyone, without prior written authorization of Glendale, any and all information which may be received in the course of work with Glendale, its employees, or other firms under contract to Glendale, or which may be created or compiled by VSA in the performance of this Agreement. VSA shall deliver or return to Glendale (or its designee(s)), upon request, all information and work created or compiled by VSA in performance of the services for Glendale which VSA received in the course of its work on behalf of Glendale, its employees, or other firms under contract to Glendale.

16. Insurance Coverage. VSA agrees to maintain the following minimum insurance coverage during the term of this Agreement: (i) the amount required by applicable law for Worker's Compensation, (ii) one million dollars general liability insurance, (iii) one million dollars combined single limit general automobile insurance, and (iv) one million dollars per claim and in the aggregate of professional liability insurance. VSA agrees to produce certificates of insurance upon written request.

17. Conflict of Interest and Exclusive Representation. VSA agrees to not represent any other clients before the Federal government who may have a direct conflict with Glendale. A direct conflict is defined as a situation in which VSA or another client of VSA has taken a position adverse to that of Glendale with respect to a particular matter which is the subject of legislative action. Glendale may waive any conflict at its discretion on a case-by-case basis. Furthermore, VSA agrees not to engage in the public affairs representation of any other Arizona municipality during the course of this contract unless it seeks and obtains written consent from Glendale's IGPD.

18. Lobbying Disclosure Act. It is understood that VSA may be required to register under the Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of Glendale.

IN WITNESS WHEREOF, the parties have executed this Agreement
this __ day of _____, 2006.

GLENDALE:

CITY OF GLENDALE, ARIZONA

By: 
ED BEASLEY
City Manager

VSA:

VAN SCOYOC ASSOCIATES, INC

By: 
H. STEWART VAN SCOYOC
President

Exhibit A
Scope of Services

The goal of the federal legislative representation services contract is to provide effective advocacy of the City Council's adopted positions on federal legislative, regulatory and funding matters in a targeted and consistent manner. The consultant is to accomplish these objectives by building positive relationships, assembling coalitions, coordinating City activities, and directly advocating and participating in national organizations of shared interests. Through the Intergovernmental Programs Director, the consultant is also responsible for keeping the City informed on matters at the national level that impact City Council goals and objectives, as well as City operations and budgeting.

At a minimum, the selected firm will, in accordance with legal, ethical, and professional standards, provide at the direction of the Intergovernmental Programs Director, federal legislative representation and consultant services including but not limited to the following services:

1. Confer with the Intergovernmental Programs Director to develop a federal program on a mutually agreeable timeframe. The program will set forth Glendale's annual legislative and executive branch priorities and identify major issues that will be considered by Congress or the Administration and that affect the City.
2. Identify and provide analyses of federal issues that impact Glendale, including review of federal executive proposals, legislation, administrative rules and regulations, and other federal documents that directly impact the City. Keep the City informed about federal funding opportunities proposed in authorizing or appropriations bills.
3. Represent the City before Congress and legislative committees in Washington D.C. as directed by the Intergovernmental Programs Director and advise the City on legislative strategy, particularly including those to secure grants and appropriations. Representation includes engaging in advocacy with the Arizona Congressional delegation, other members of Congress, federal officials and key interest groups.
4. Serve as the liaison to the Arizona congressional delegation and their staff, as well as facilitate meetings with key members of Congress and their staff, and federal agency officials and staff as appropriate.
5. Broker partnerships with other cities that might improve Congressional advocacy for programs that benefit Glendale.
6. Review and comment on City proposals that are being prepared for submission to federal agencies when requested by the Intergovernmental Programs Director and perform appropriate liaison and follow-up work to obtain favorable consideration of such proposals.

7. Assist with briefing materials and preparations for City officials who are preparing to meet with members of Congress, testify before Congressional committees and administrative agencies, conduct other City business in Washington, D.C. or attend national conferences. This may include arranging appointments for City officials to facilitate the efficient and effective performance of City business while in Washington, D.C.
8. Provide the Intergovernmental Programs Director with timely communication on updates relative to the consultant's efforts on behalf of the City; attend meetings with City staff as requested; and provide written reports summarizing Consultant activities on behalf of the City (no less than monthly during the legislative session) in a format suitable for reproduction and City distribution. Provide a Congressional wrap-up report/annual performance report summarizing accomplishments and activities relating to the City's federal program.