

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

CONTRACT

**29963**

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3 THIS CONTRACT is made and entered, in duplicate, as of January 1, 2007  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting held on December 19, 2006, by and between VAN  
6 SCOYOC ASSOCIATES, INC., a Washington, D.C. corporation, with its principal place of  
7 business at 101 Constitution Avenue, NW, Suite 600 West, Washington, D.C. 20001,  
8 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation, ("City").

9 WHEREAS, it is essential that City establish and maintain effective liaison  
10 with agencies and officials of federal, state and local governments and other bodies,  
11 commissions, committees and organizations; and

12 WHEREAS, City desires to present pertinent information, facts and data to  
13 said agencies and officials relating to matters involving and affecting City and its interests;  
14 and

15 WHEREAS, City requires information and data from agencies and officials  
16 of the federal and state governments and other entities in order to facilitate the operation  
17 of the government of City; and

18 WHEREAS, representation of City's interests and liaison between City and  
19 other officials, agencies, bodies, commissions, committees and organizations require the  
20 assistance of personnel experienced in such matters; and

21 WHEREAS, City desires to contract with Consultant so that Consultant's  
22 services will be available to the appropriate City officers when said services are required;

23 NOW, THEREFORE, in consideration of the terms and conditions contained  
24 herein, the parties agree as follows:

- 25 1. Consultant, at its cost, shall (i) contact and communicate with agencies  
26 and officers of federal governmental entities as requested and directed by the City  
27 Manager of City or his designee; (ii) establish and maintain liaison with said agencies and  
28 officers; (iii) present and disseminate pertinent information and data relating to matters

1 concerning the interests of City; (iv) obtain information and data from said agencies and  
2 officers pertaining to matters of interest or concern to City and transmit same to the  
3 appropriate officers and employees of City; (v) monitor federal legislation and rule-making  
4 processes by federal agencies (whether pending or introduced or initiated during the term  
5 of this Contract) which impact the operations of City either as determined by Consultant  
6 or as directed by the City Manager; (vi) provide City's officials and employees in a timely  
7 manner but not less frequently than once each month with electronic status reports of  
8 legislation and rule-making processes being monitored, including without limitation  
9 legislative histories, schedules of hearings on proposed legislation and rules, and copies  
10 of proposed legislation and rules and all amendments or proposed amendments thereto;  
11 (vii) identify funding that will assist in the creation of new City programs, projects or  
12 services or the augmentation of existing City programs, projects or services; (viii) arrange  
13 meetings with legislative representatives for City staff and elected officials, when  
14 necessary, and be prepared to participate as requested; and (ix) conduct conference calls  
15 as necessary with City Manager, Assistant City Manager, Manager of Government Affairs  
16 to discuss progress of federal advocacy efforts.

17           2. The term of this Contract shall commence at midnight on January 1, 2007,  
18 and shall terminate at 11:59 p.m. on September 30, 2007, unless sooner terminated as  
19 provided in this Contract.

20           3. City shall pay to Consultant the sum of Thirteen Thousand  
21 Dollars (\$13,000.00) per month, payable in arrears, plus an additional sum of up to Two  
22 Thousand Dollars (\$2,000.00) per month for approved expenses, commencing with the first  
23 payment on January 1, 2007. Total compensation shall not exceed One Hundred Thirty  
24 Five Thousand Dollars (\$135,000.00). In the event a court of competent jurisdiction or any  
25 administrative agency shall determine that payment of such compensation was otherwise  
26 contingent, then this Contract shall be deemed rescinded ab initio.

27           4. Not later than the tenth (10th) day of each month during the term of this  
28 Contract commencing January 1, 2007, Consultant shall submit to the City Manager, in a

1 form acceptable to him, a reasonably detailed and itemized statement of Consultant's  
2 activities on behalf of City during the preceding month. Upon receipt of said statement,  
3 City will pay Consultant in due course of payments.

4           5. Either party hereto may terminate this Contract for any reason at any time  
5 by giving to the other party ten (10) days prior notice of termination. In the event of  
6 termination pursuant to this Section 6, City shall pay Consultant for services performed up  
7 to the effective date of termination for which Consultant has not previously been paid and  
8 for which Consultant submits the statement required in Section 5.

9           6. Any notices shall be in writing and personally delivered or deposited in the  
10 U.S. Postal Service, first class, postage prepaid to Consultant at the address above, and  
11 to City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.  
12 Notice of change of address shall be given in the same manner as stated for other notices.  
13 Notice shall be deemed given on the date deposited in the mail or on the date personal  
14 delivery is made, whichever occurs first.

15           7. Consultant certifies, and shall obtain similar certifications from its officers,  
16 employees and associates that, at the time this Contract is executed and while it is in  
17 effect, Consultant does not and will not represent or perform any services for any other  
18 client which would create a conflict, whether monetary or otherwise, as between the  
19 interests of City and the interests of any other such client.

20           8. This Contract contemplates the personal services of Consultant and  
21 Consultant's employees and associates, and the parties acknowledge that a substantial  
22 inducement to City for entering this Contract was and is the professional reputation and  
23 competence of Consultant and Consultant's employees and associates. Consultant shall  
24 not assign its rights or delegate its duties hereunder, or any interest herein, or any portion  
25 hereof. Any attempted assignment or delegation shall be void, and any assignee or  
26 delegate shall acquire no right or interest by reason of such attempted assignment or  
27 delegation.

28           9. In rendering services hereunder, Consultant is an independent contractor

1 and not an employee of City. Consultant acknowledges and agrees that a) City will not  
2 withhold taxes of any kind from Consultant's compensation; b) City will not secure workers'  
3 compensation or pay unemployment insurance to, for or on Consultant's behalf; and c) City  
4 will not provide and Consultant is not entitled to any of the usual and customary rights,  
5 benefits or privileges of City employees.

6 10. As a condition precedent to the effectiveness of this Agreement,  
7 Consultant shall procure and maintain at Consultant's expense for the duration of this  
8 Agreement from insurance companies that are admitted to write insurance in California or  
9 from authorized non-admitted insurance companies that have ratings of or equivalent to  
10 A:VIII by A.M. Best Company the following insurance:

11 (a) Commercial general liability insurance (equivalent in scope to ISO  
12 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than  
13 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
14 coverage shall include but not be limited to broad form contractual liability,  
15 cross liability, independent contractors liability, and products and completed  
16 operations liability. City, its officials, employees and agents shall be named  
17 as additional insureds by endorsement (on City's endorsement form or on an  
18 endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG  
19 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no  
20 special limitations on the scope of protection given to City, its officials,  
21 employees and agents.

22 (b) Workers' Compensation insurance as required by the California  
23 Labor Code and employer's liability insurance in an amount not less than  
24 \$1,000,000.

25 (c) Professional liability or errors and omissions insurance in an  
26 amount not less than \$1,000,000 per claim.

27 (d) Commercial automobile liability insurance (equivalent in scope to  
28 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount

1 not less than \$500,000 combined single limit per accident.

2 Any self-insurance program, self-insured retention, or deductible must be  
3 separately approved in writing by City's Risk Manager or designee and shall protect City,  
4 its officials, employees and agents in the same manner and to the same extent as they  
5 would have been protected had the policy or policies not contained retention or deductible  
6 provisions. Each insurance policy shall be endorsed to state that coverage shall not be  
7 reduced, non-renewed or canceled except after thirty (30) days prior written notice to City,  
8 and shall be primary and not contributing to any other insurance or self-insurance  
9 maintained by City. Consultant shall notify City in writing within five (5) days after any  
10 insurance has been voided by the insurer or cancelled by the insured. If this coverage is  
11 written on a "claims made" basis, it must provide for an extended reporting period of not  
12 less than one year, commencing on the date this Agreement expires or is terminated,  
13 unless Consultant guarantees that Consultant will provide to City evidence of  
14 uninterrupted, continuing coverage for a period of not less than three (3) years,  
15 commencing on the date this Agreement expires or is terminated.

16 Consultant shall require that all subconsultants or contractors that Consultant  
17 uses in the performance of these services maintain insurance in compliance with this  
18 Section unless otherwise agreed in writing by City's Risk Manager or designee.

19 Prior to the start of performance, Consultant shall deliver to City certificates  
20 of insurance and the endorsements for approval as to sufficiency and form. In addition,  
21 Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City  
22 certificates of insurance and endorsements evidencing renewal of the insurance. City  
23 reserves the right to require complete certified copies of all policies of Consultant and  
24 Consultant's subconsultants and contractors, at any time. Consultant shall make available  
25 to City's Risk Manager or designee all books, records and other information relating to this  
26 insurance, during normal business hours.

27 Any modification or waiver of these insurance requirements shall only be  
28 made with the approval of City's Risk Manager or designee. Not more frequently than

1 once a year, City's Risk Manager or designee may require that Consultant, Consultant's  
2 subconsultants and contractors change the amount, scope or types of coverages required  
3 in this Section if, in his or her sole opinion, the amount, scope or types of coverages are  
4 not adequate.

5 The procuring or existence of insurance shall not be construed or deemed  
6 as a limitation on liability relating to Consultant's performance or as full performance of or  
7 compliance with the indemnification provisions of this Agreement.

8 11. This Contract shall not be amended, nor any provision or breach of it  
9 waived, except in writing signed by the parties which expressly refers to this Contract.

10 12. This Contract shall be governed by and construed pursuant to the laws  
11 of the State of California (except those provisions of California law pertaining to conflicts  
12 of laws).

13 13. This Contract constitutes the entire understanding between the parties  
14 and supersedes all other agreements, whether oral or written, with respect to the subject  
15 matter in it.

16 14. In the event that there is any legal proceeding between the parties to  
17 enforce or interpret this Contract or to protect or establish any rights or remedies  
18 hereunder, the prevailing party shall be entitled to its costs and expenses, including  
19 reasonable attorney's fees.

20 15. Consultant shall not, subject to applicable laws, rules, and regulations,  
21 discriminate in rendering services hereunder on the basis of race, color, religion, national  
22 origin, sex, sexual orientation, AIDS, HIV status, age, disability or handicap.

23 16. The acceptance of any services or the payment of any money by City  
24 shall not operate as a waiver of any provision of this Contract. The waiver of any breach  
25 of this Contract shall not constitute a waiver of any other or subsequent breach of this  
26 Contract.

27 17. Termination or expiration of this Agreement shall not affect rights or  
28 liabilities of the parties which accrued prior to termination or expiration of this Contract.

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1                   18. As required by federal and state law, City is obligated to and will report  
2 the payment of compensation to Consultant on Form 1099-Misc. Consultant shall be  
3 solely responsible for payment of all federal and state taxes resulting from payments under  
4 this Agreement. Consultant's Social Security Number or Employer Identification Number  
5 is [REDACTED] Consultant acknowledges and agrees that City has no obligation to pay  
6 Consultant until Consultant provides one of these Numbers.

7                   19. This Contract is intended by the parties to benefit themselves only and  
8 is not in any way intended or designed to or entered for the purpose of creating any benefit  
9 or right for any person or entity of any kind that is not a party to this Contract.

10                  20. In order to facilitate and expedite Consultant's services on behalf of City,  
11 City shall cooperate in a timely manner with Consultant to inform Consultant as to City's  
12 needs relating to legislative advocacy. Specifically, City shall review and analyze all bills  
13 transmitted by Consultant and inform Consultant of City's positions, if any, in a timely  
14 manner, and provide timely briefings and information to Consultant on all issues of interest  
15 to City that require Consultant's services.

16                  IN WITNESS WHEREOF, the parties have caused this document to be duly

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1 executed with all formalities required by law as of the date first stated above.

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VAN SCOYOC ASSOCIATES, INC., a  
Washington D.C. corporation

Jan 16, 2007

By H. Stewart Van Scoyoc  
President  
H. Stewart Van Scoyoc  
(Type or Print Name)

1/23, 2007

By Janet Buckley  
Secretary  
Janet Buckley  
(Type or Print Name)

"Consultant"

CITY OF LONG BEACH, a municipal corporation

2-1 ~~1/29~~, 2007

By Michael S. ...  
City Manager

"City"

This Agreement is approved as to form on 1/29, 2007.

ROBERT E. SHANNON, City Attorney

By Low A Conway  
Deputy City Attorney

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