

- 1 City or his designee;
- 2 B. Establish and maintain liaison with said agencies and officers;
- 3 C. Present and disseminate pertinent information and data
4 relating to matters concerning the interests of City;
- 5 D. Obtain information and data from said agencies and officers
6 pertaining to matters of interest or concern to City and transmit same to the
7 appropriate officers and employees of City;
- 8 E. Monitor federal legislation and rule-making processes by
9 federal agencies (whether pending or introduced or initiated during the term of this
10 Agreement) which impact the operations of City either as determined by
11 Consultant or as directed by the City Manager;
- 12 F. Provide City's officials and employees in a timely manner but
13 not less frequently than once each month with electronic status reports of
14 legislation and rule-making processes being monitored, including without limitation
15 legislative histories, schedules of hearings on proposed legislation and rules, and
16 copies of proposed legislation and rules and all amendments or proposed
17 amendments thereto;
- 18 G. Identify funding that will assist in the creation of new City
19 programs, projects or services or the augmentation of existing City programs,
20 projects or services;
- 21 H. Arrange meetings with legislative representatives for City staff
22 and elected officials, when necessary, and be prepared to participate as
23 requested; and
- 24 I. Conduct conference calls as necessary with City Manager,
25 Assistant City Manager, Manager of Government Affairs to discuss progress of
26 federal advocacy efforts.

27 2. TERM. The term of this Agreement shall commence at midnight on
28 October 1, 2007, and shall terminate at 11:59 p.m. on September 30, 2008, unless

1 sooner terminated as provided in this Agreement.

2 3. TERMINATION. Either party hereto may terminate this Agreement
3 for any reason at any time by giving to the other party ten (10) days prior notice of
4 termination. In the event of termination pursuant to this Section 3, City shall pay
5 Consultant for services performed up to the effective date of termination for which
6 Consultant has not previously been paid and for which Consultant submits the statement
7 required in Section 4.

8 4. PAYMENT.

9 A. City shall pay to Consultant the sum of Thirteen Thousand
10 Dollars (\$13,000.00) per month, payable in arrears, plus an additional sum of up to
11 Two Thousand Dollars (\$2,000.00) per month for approved expenses,
12 commencing with the first payment on October 1, 2007. Total compensation shall
13 not exceed One Hundred Eighty Thousand Dollars (\$180,000.00). In the event a
14 court of competent jurisdiction or any administrative agency shall determine that
15 payment of such compensation was otherwise contingent, then this Agreement
16 shall be deemed rescinded ab initio.

17 B. Not later than the tenth (10th) day of each month during the
18 term of this Agreement commencing October 1, 2007, Consultant shall submit to
19 the City Manager, in a form acceptable to him, a reasonably detailed and itemized
20 statement of Consultant's activities on behalf of City during the preceding month.
21 Upon receipt of said statement, City will pay Consultant in due course of
22 payments.

23 5. CITY'S OBLIGATIONS. In order to facilitate and expedite
24 Consultant's services on behalf of City, City shall cooperate in a timely manner with
25 Consultant to inform Consultant as to City's needs relating to legislative advocacy.
26 Specifically, City shall review and analyze all bills transmitted by Consultant and inform
27 Consultant of City's positions, if any, in a timely manner, and provide timely briefings and
28 information to Consultant on all issues of interest to City that require Consultant's

1 services.

2 6. CONFLICT OF INTEREST. Consultant, by executing this
3 Agreement, certifies that, at the time Consultant executes this Agreement and for its
4 duration, Consultant does not and will not perform services for any other client which
5 would create a conflict, whether monetary or otherwise, as between the interests of City
6 and the interests of that other client. And, Consultant shall obtain similar certifications
7 from Consultant's employees, subconsultants and contractors.

8 7. ASSIGNMENT AND SUBCONTRACTING. This Agreement
9 contemplates the personal services of Consultant and Consultant's employees and
10 associates, and the parties acknowledge that a substantial inducement to City for
11 entering this Agreement was and is the professional reputation and competence of
12 Consultant and Consultant's employees and associates. Consultant shall not assign its
13 rights or delegate its duties hereunder, or any interest herein, or any portion hereof. Any
14 attempted assignment or delegation shall be void, and any assignee or delegate shall
15 acquire no right or interest by reason of such attempted assignment or delegation.

16 8. INDEPENDENT CONTRACTOR. In rendering services hereunder,
17 Consultant is an independent contractor and not an employee of City. Consultant
18 acknowledges and agrees that (a) City will not withhold taxes of any kind from
19 Consultant's compensation; (b) City will not secure workers' compensation or pay
20 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
21 and Consultant is not entitled to any of the usual and customary rights, benefits or
22 privileges of City employees. Consultant expressly warrants that neither Consultant nor
23 any of Consultant's employees or agents shall represent themselves to be employees or
24 agents of City.

25 9. INSURANCE.

26 A. As a condition precedent to the effectiveness of this
27 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
28 duration of this Agreement, from insurance companies that are admitted to write

1 insurance in California and have ratings of or equivalent to A:V by A.M. Best
2 Company or from authorized non-admitted insurance companies subject to
3 Section 1763 of the California Insurance Code and that have ratings of or
4 equivalent to A:VIII by A.M. Best Company, the following insurance:

5 (a) Commercial general liability insurance (equivalent in scope to
6 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
7 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
8 coverage shall include but not be limited to broad form contractual liability,
9 cross liability, independent contractors liability, and products and
10 completed operations liability. City, its boards and commissions, and their
11 officials, employees and agents shall be named as additional insureds by
12 endorsement (on City's endorsement form or on an endorsement
13 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
14 this insurance shall contain no special limitations on the scope of
15 protection given to City, its boards and commissions, and their officials,
16 employees and agents. This policy shall be endorsed to state that the
17 insurer waives its right of subrogation against City, its boards and
18 commissions, and their officials, employees and agents.

19 (b) Workers' Compensation insurance as required by the California
20 Labor Code and employer's liability insurance in an amount not less than
21 \$1,000,000. This policy shall be endorsed to state that the insurer waives
22 its right of subrogation against City, its boards and commissions, and their
23 officials, employees and agents.

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

26 (d) Commercial automobile liability insurance (equivalent in scope
27 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
28 amount not less than \$500,000 combined single limit per accident.

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B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Consultant. Consultant shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. if this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

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

F. Prior to the start of performance, Consultant shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete

1 certified copies of all policies of Consultant and Consultant's subconsultants and
2 contractors, at any time. Consultant shall make available to City's Risk Manager
3 or designee all books, records and other information relating to this insurance,
4 during normal business hours.

5 G. Any modification or waiver of these insurance requirements
6 shall only be made with the approval of City's Risk Manager or designee. Not
7 more frequently than once a year, City's Risk Manager or designee may require
8 that Consultant, Consultant's subconsultants and contractors change the amount,
9 scope or types of coverages required in this Section if, in his or her sole opinion,
10 the amount, scope or types of coverages are not adequate.

11 H. The procuring or existence of insurance shall not be
12 construed or deemed as a limitation on liability relating to Consultant's
13 performance or as full performance of or compliance with the indemnification
14 provisions of this Agreement.

15 10. INDEMNITY. Consultant shall, with respect to services performed in
16 connection with this Agreement, indemnify and hold harmless City, its Boards,
17 Commissions, and their officials, employees and agents (collectively in this Section,
18 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
19 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
20 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
21 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
22 Consultant, its officers, employees, agents, sub-consultants or anyone under
23 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,
24 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of
25 Indemnitor relating in any way to workers' compensation. Independent of the duty to
26 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend
27 City and shall continue this defense until the Claim is resolved, whether by settlement,
28 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on

1 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
2 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
3 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant,
4 as may be reasonably requested, in the defense.

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

11 12. AMENDMENT. This Agreement, including all Exhibits, shall not be
12 amended, nor any provision or breach waived, except in writing signed by the parties
13 which expressly refers to this Agreement.

14 13. GOVERNING LAW. This Agreement shall be governed by and
15 construed pursuant to the laws of the State of California (except those provisions of
16 California law pertaining to conflicts of laws).

17 14. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
18 constitutes the entire understanding between the parties and supersedes all other
19 agreements, oral or written, with respect to the subject matter in this Agreement.

20 15. COSTS. If there is any legal proceeding between the parties to
21 enforce or interpret this Agreement or to protect or establish any rights or remedies under
22 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

23 16. NONDISCRIMINATION. In connection with performance of this
24 Agreement and subject to applicable rules and regulations, Consultant shall not
25 discriminate against any employee or applicant for employment because of race, religion,
26 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or
27 disability. Consultant shall ensure that applicants are employed, and that employees are
28 treated during their employment, without regard to these bases. These actions shall

1 include, but not be limited to, the following: employment, upgrading, demotion or transfer;
2 recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of
3 compensation; and selection for training, including apprenticeship.

4 17. WAIVER. The acceptance of any services or the payment of any
5 money by City shall not operate as a waiver of any provision of this Agreement or of any
6 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
7 Agreement shall not constitute a waiver of any other or subsequent breach of this
8 Agreement.

9 18. CONTINUATION. Termination or expiration of this Agreement shall
10 not affect rights or liabilities of the parties which accrued prior to termination or expiration
11 of this Agreement.

12 19. TAX REPORTING. As required by federal and state law, City is
13 obligated to and will report the payment of compensation to Consultant on Form 1099-
14 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
15 resulting from payments under this Agreement. Consultant's Employer Identification
16 Number is [REDACTED]

17 20. THIRD PARTY BENEFICIARY. This Agreement is not intended or
18 designed to or entered for the purpose of creating any benefit or right for any person or
19 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

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

11/28/07, 2007

By H. Stewart Van Scoyoc
President

H. Stewart Van Scoyoc
(Type or Print Name)

11/28/07, 2007

By Janet Buckley
Secretary

Janet Buckley
(Type or Print Name)

"Consultant"

CITY OF LONG BEACH, a municipal corporation

December 14, 2007

By [Signature]
City Manager

ASSISTANT

~~EXCEPTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.~~

"City"

This Agreement is approved as to form on 12.14.07 12/10, 2007.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664