

**Contract No. 15-AD-11
Federal Lobbyist Services**

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Rio Rancho (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and Van Scoyoc Associates, Inc. (the "Consultant"), a District of Columbia corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Lobbyist Services, RFP No. 15-AD-003, on July 13, 2014; and

WHEREAS, the Consultant submitted a proposal in response to RFP No. 15-AD-003 on August 14, 2014; and

WHEREAS, The City and the Consultant negotiated certain terms regarding the services to be provided pursuant to the RFP No. 15-AD-003, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the City wishes to engage the Consultant to provide the services described in Exhibit A.

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Consultant to provide the services described in Exhibit A attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of one (1) year with option to renew for three (3) additional one (1) year terms.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Consultant such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Consultant shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Consultant may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Consultant shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Consultant shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Consultant at the time of such termination, subject to all applicable federal and state law.

(d) The Consultant shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Consultant's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Consultant from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Consultant, and the City may withhold any payments otherwise due to the Consultant as a set-off against all or part of such damages, until such time as the exact amount of damages due the City from the Consultant is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Consultant shall invoice the City monthly for services provided in accordance with the Consultant's fee schedule included in Exhibit A. Consultant shall submit monthly

invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

4. RELATIONSHIP OF PARTIES

The Consultant (and each agent, employee and contractor employed or engaged by the Consultant to fulfill the Consultant's obligations hereunder) shall be an independent consultant performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent consultants, the Consultant and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Consultant agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Consultant shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Consultant shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Consultant may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Consultant shall be solely responsible for payment of wages, salary or benefits to any and all employees or consultants retained by the Consultant in the performance of the Services. Consultant agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Consultant's relationships to its employees and subcontractors.

8. INSURANCE

The Consultant shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees. The Consultant shall provide to the City, a certificate of insurance or declarations page demonstrating compliance with the foregoing.

9. ASSIGNMENT AND DELEGATION

The Consultant shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Consultant's services. Nor shall the Consultant assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Consultant may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Consultant's right to payment hereunder shall bind the City to pay any person other than the Consultant for services provided hereunder.

10. RECORDS AND AUDIT

The Consultant shall maintain appropriate accounts and records to adequately identify and account for

all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

11. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Consultant of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City.

13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures.

(b) The Consultant hereby covenants, warrants and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the generality of the foregoing, the Consultant shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

14. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Consultant shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Consultant shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Consultant in performing (or omitting to perform) services hereunder.

15. FORCE MAJEURE

Neither the City nor the Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

16. LICENSES

The Consultant shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Consultant shall require and shall assure that all of the Consultant's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

17. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the City Manager. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:

For notice to the Consultant:

City of Rio Rancho
Attn: Keith J. Riesberg, City Manager
3200 Civic Center Circle NE
Rio Rancho, New Mexico 87144
Phone: (505) 891-5002
Fax: (505) 891-5762

Van Scoyoc Associates, Inc.
Attn: H. Stewart Van Scoyoc, President/CEO
101 Constitution Avenue, NW, Suite 600 West
Washington, DC 20001
Phone: (202) 638-1950
Fax: (202) 638-7714

18. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

VAN SCOYOC ASSOCIATES, INC.

By: Keith J. Riesberg
Keith J. Riesberg, City Manager

By: H. Stewart Van Scoyoc
H. Stewart Van Scoyoc, President/CEO

Date: 9/26/14

Date: 10/2/14

APPROVED AS TO FORM:

Jennifer Vega Brown
Jennifer Vega Brown, City Attorney

**Exhibit A - Scope of Work
Federal Lobbyist Services – Contract No. 15-AD-11**

SCOPE OF WORK - General

The Consultant shall provide the following services:

- a) Represent the City, as an independent contractor, for the purpose of advocating its federal funding goals and priorities to federal agencies and their staff as well as federal elected officials and their staff.
- b) Specifically work to obtain approximately \$6 million in owed reimburse to the City from the U.S. Army Corps. of Engineers related to a 2007 grant agreement pertaining to construction of an arsenic removal facility.
- c) Identify and advise the City on federal programs and available funding the City can apply for related to public infrastructure (e.g., aquifer direct injection, wastewater treatment plant reconstruction to support development/expanding employment base, etc.). Assist the City with applying for the available funding.
- d) Consult with the Governing Body, City Manager and designated staff as necessary related to the City's federal funding goals and priorities.
- e) Analyze and advise on legislation that may impact the City's federal funding goals and priorities.
- f) Recommend and obtain the support of key federal agencies and their staff as well as federal elected officials and their staff related to the City's federal funding goals and priorities.
- g) Brief, as appropriate, the Governing Body, City Manager and designated staff on all activities performed hereunder.
- h) Submit to the City Manager, upon request and at least once per month, a written report outlining activities and actions taken.

Price Proposal

Cost for services shall be comprised of a monthly retainer of \$3,500.00 for a 12-month period resulting in a maximum yearly cost of \$42,000.00.

Normal expenses (long-distance telephone, copying, local travel, etc.) would be in addition to the contractual amount and billable monthly, capped annually at \$500. All expense totals are for actual costs to Consultant without any markup or overhead included and detailed billing records are provided. Travel outside the Metropolitan Washington, D.C., area would also be in addition to the contract amount, but would only be undertaken with specific approval from the City.