

# CITY CLERK ORIGINAL

C-8118  
04/11/2011

## POLICY AZ, LLC

### Contract for Government Affairs and Related Services

Policy AZ, LLC, an Arizona limited liability company ("Consultant"), agrees to provide, and the City of Glendale, Arizona ("Client" or "Glendale") agrees to pay for, governmental affairs and related services under the terms and conditions described herein.

#### I. Scope of Services

The Consultant will provide the Client with representation services on Tohono O'odham Nation tribal issues as related to the City of Glendale. With the Client's permission, the Consultant will represent Client's interests at the Legislature and with the Governor's Office, assist in developing and implementing legislative and legal strategies, testify on behalf of Client at the Arizona Legislature; represent Client's interests at meetings conducted by Arizona state government and monitor the activities of state government; represent the Client's interests with other affected parties and assist in developing and implementing outreach strategies.

The Consultant will provide the Client with periodic progress reports on an agreed upon basis and meet with the Client and its representatives as needed.

#### II. Payment for Services and Other Costs

The Client agrees to pay Six Thousand Dollars (\$6,000.00) per month. The Consultant will bill the Client in advance on the 1<sup>st</sup> of each month with payment due on the 10<sup>th</sup> of each month.

Consultant shall be responsible for the payment of all its customary and normal expenses. Client shall be responsible for payment of any pre-approved expenses beyond customary and normal, which are incurred as a result of Client's directives. Expenses may include printing and copying costs, postage and delivery charges, travel expenses, mileage reimbursement, parking fees and any other reasonable costs incurred by Consultant in performing the Services. Invoices for such expenses shall be submitted to Client in arrears, with reimbursement due by the 10<sup>th</sup> of the month following the month in which the expenses were incurred.

#### III. Duration and Cancellation of Contract

This contract is in effect from April 6, 2011 through June 30, 2011.

Either Party may terminate this agreement with a 30-day written notice. Notwithstanding the foregoing, Consultant may terminate this Agreement immediately in the event Client fails to pay any amounts owed to Consultant by the due date.

#### **IV. Relationship to Client**

The Consultant will perform the services and duties set forth above as an independent contractor or practitioner as determined under the laws of the State of Arizona and not as an employee, partner of, or joint venture with the Client.

#### **V. Confidentiality**

The Consultant shall preserve the confidentiality of all of the Client's non-public information, including, but not limited to, confidential information regarding the operation of the Client or information regarding the financial aspects, management or administration of the Client. The Consultant shall only disclose the Client's confidential information with the Client's prior written approval or pursuant to court order. This clause shall survive any termination of this Agreement.

#### **VI. Liability**

Client acknowledges that it retains final authority to act upon any recommendations by Consultant and the Consultant does not and shall not guarantee or warrant the outcome of the issues. The Consultant and its independent contractors shall exercise the due care and diligence of professional business consultants in performing its services for the Client, but Consultant shall not be liable for any mistake of judgment, any other action taken in good faith on behalf of the Client or any loss unless the loss is the result of gross negligence, dishonesty, fraudulent or criminal acts of the Consultant. Client, on behalf of itself and its successors and assigns, agrees to indemnify, defend and hold harmless the Consultant and its members, affiliates, employees, agents, contractors, successors, representatives and assigns for, from and against any and all causes of action, suits at law or equity, claims, demands, liens, obligations, controversies, debts, costs, expenses, damages, judgments and orders of whatever kind or nature in law or in equity (collectively, "Claims") including court costs and attorneys' fees brought against the Consultant for actions taken in performance of this Agreement or at the direction of the Client, except for claims arising out of the gross negligence, dishonesty, fraudulent or criminal acts of the Consultant. Consultant agrees to indemnify, defend and hold harmless the Client against any Claims, including court costs and attorneys' fees brought against the Client for actions taken in performance of this Agreement or at the direction of the Consultant, except for claims arising out of the gross negligence, dishonesty, fraudulent or criminal acts of the Client. 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.

#### **VII. Insurance Coverage**

Consultant agrees to maintain the following minimum insurance coverage during the term of this Agreement: (A) The amount required by Arizona law for worker's compensation, (B) One Million Dollars (\$1,000,000.00) general liability insurance, (C) One Million Dollars (\$1,000,000.00) combined single limit general automobile insurance, and (D) One Million

Dollars (\$1,000,000.00) per claim and in the aggregate of professional liability insurance. Consultant agrees to produce certificates of insurance upon written request.

### **VIII. Assignment and Delegation**

The Consultant shall not assign or delegate all or any part of this Agreement without prior written consent of the Client.

### **IX. Notice**

Every notice required or permitted hereunder shall be in writing and (i) hand-delivered, (ii) sent by recognized overnight courier service, or (iii) sent by registered or certified mail, return receipt requested, postage pre paid, addressed as follows:

To Policy AZ, LLC:	Dana Paschke, Member 1132 E. Nicolet Phoenix, AZ 85020 Phone: (602) 882-9606
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To Glendale:	Craig Tindall, City Attorney 5850 W. Glendale Avenue Glendale, AZ 85301 Phone: (623) 930-2930
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### **X. Attorney's Fees**

The prevailing party in any dispute arising out of this Agreement shall be reimbursed for their reasonable attorneys' fees and costs, which shall include, without limitation, expert witness fees, investigative fees, and court costs.

### **XI. Choice of Law**

The laws of the State of Arizona hereto shall govern the validity and interpretation of this Agreement and the legal relationship of the parties.

### **XII. Interpretation**

The parties acknowledge and confirm that each of them has been given the opportunity to have this Agreement reviewed by their respective attorneys. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

### **XIII. Entire Agreement; No Oral Modification**

This Agreement constitutes the entire agreement between the parties and shall supersede all prior proposals, negotiations, agreements, arrangements and understandings, if any, relating to the obligations and matters set out herein, whether oral or written. This Agreement may be amended only in a writing signed by both parties.

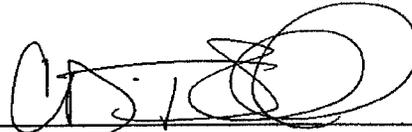
**XIV. Time of The Essence**

Time is of the essence in this agreement.

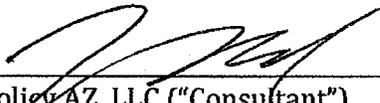
Agreed to this 11 day of April, 2011



Policy AZ, LLC ("Consultant")  
Dana J. Paschke



City of Glendale, Arizona ("Client")  
Craig Tindall, City Attorney



Policy AZ, LLC ("Consultant")  
John D. MacDonald