

CITY CLERK
ORIGINAL

C-8583
05/10/2011



COMMUNICATIONS AND PUBLIC RELATIONS AGREEMENT

SCUTARI AND CIESLAK, INC. (hereinafter "SandC"), accepts this agreement and proudly begins a relationship with the City of Glendale (hereinafter "GLENDALE"), this 10th day of May, 2011.

1. **Initial Scope of Services:** Under the direction of City Attorney Craig Tindall, SandC agrees to provide the following services to GLENDALE:
 - Advice and counsel on public relations strategy, messaging and media relations
 - Communications to editorial board members and key reporters/editors
 - Creation of a strategic editorial calendar with an array of compelling story angles
 - Coordination of timely media coverage (including potential press conferences) for Glendale that supports key state lawmakers, the Arizona Attorney General's Office, business leaders and other organizations
 - Crisis management consultation
 - "Ghostwritten" guest columns
2. **Billing and Payment:** SandC will bill GLENDALE beginning May 10th, 2011, until the termination of the city's legal effort against the Tohono O'odham Nation's pursuit of a casino in the West Valley. All billings are due and payable within 30 days of delivery of invoice. For our services, GLENDALE agrees to a payment schedule of \$7,500 per month. Any additional projects requested by GLENDALE that fall outside the above scope of work will be billed separately from the retainer. If necessary, the parties can revisit this agreement after 30 days.
3. **Cancellation of Agreement:** This agreement shall continue until terminated by either party by giving thirty (30) days advance notice in writing to the other party. Notice will be deemed complete upon mailing or written notice to the addresses stated in this agreement. The rights and duties of the parties shall continue during such period of notice. SandC is entitled to its normal fees through the end of the 30-day notification period. After the expiration of the notification period, no rights or liabilities shall arise out of this relationship, regardless of any plans which may have been made for future services.
4. **Indemnification:**
 - a. SandC shall indemnify and hold GLENDALE harmless with respect to any claims or actions against GLENDALE, based upon material prepared by SandC, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy or infringement of copyright, except where any such claim or action may arise out of material supplied by GLENDALE to SandC and incorporated in material prepared by SandC.
 - b. GLENDALE will indemnify and hold SandC harmless with respect to any claims or actions instituted by third parties which result from the use by SandC of material furnished by GLENDALE or where material created by SandC is substantially changed by GLENDALE. Information or data obtained by SandC from GLENDALE to substantiate claims made in advertising shall be deemed to be "materials furnished by GLENDALE."



c. In the event of any proceeding against GLENDALE by any regulatory agency or in the event of any court action or self-regulatory action challenging any work prepared by SandC, we shall assist in the preparation of the defense of such action or proceeding and cooperate with GLENDALE and your attorney. GLENDALE will reimburse SandC all reasonable out-of-pocket costs we may incur in connection with any such action or proceeding, unless the defense of such action is our responsibility pursuant to (1) above.

5. **Entire Agreement:** The entire contract is embodied in this writing, and no other warranties or representations are given beyond those set forth in this written contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. This agreement may only be amended by written instrument executed by both parties stating that it is an amendment hereto. The laws of the state of Arizona shall govern this agreement.

A handwritten signature in black ink, appearing to read "C. Tindall", is written over a horizontal dashed line.

Craig Tindall, City of Glendale

A handwritten signature in black ink, appearing to read "D. Cieslak", is written over a horizontal dashed line.

Dave Cieslak, SandC

Scutari and Cieslak, Inc.
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