Contract No. 21-AD-010  
Professional Services Contract  
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 Federal Lobbyist Services, RFP No. 20-AD-014, on May 27, 2020 and

WHEREAS, the Consultant submitted a proposal in response to RFP No. 20-AD-014 on June 24, 2020; and

WHEREAS, The City and the Consultant negotiated certain terms regarding the services to be provided pursuant to the RFP No. 20-AD-014, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit A and incorporated herein by reference; and

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’s annual fee shall be $48,000.00 excluding applicable taxes. The Consultant shall invoice the City monthly in the approximate amount of $4,000.00 per month total not to exceed, in arrears, excluding applicable taxes. An annual maximum of $300.00 will be allowed for miscellaneous expenses to be invoiced as a separate charge. Pre-approved long-distance travel, if required, would be an additional cost and these amounts shall be detailed on invoices. Consultant’s invoices shall show the amount of compensation due, the amount of any New Mexico gross receipts taxes thereon if applicable, 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 Contractor shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees.

(a) In particular, but not by way of limitation, the Contractor shall maintain in force throughout the term of this Agreement, the following insurance policies:
(1) a professional liability insurance policy in an amount not less than One Million Dollars ($1,000,000) per claim and in the aggregate, written on a "claims made"
basis, covering the Contractor's errors and omissions in performing its services hereunder; and

(2) a commercial general liability insurance policy (ISO Form CG 0001) written on an occurrence basis and covering liabilities arising out of the performance of the Contractor’s services hereunder, including those provided by independent contractors, with coverage for products and completed operations, personal and advertising liability, and liability assumed under an insured contract, with coverage for any one occurrence or claim of not less than One Million Dollars ($1,000,000), and One Million Dollars ($1,000,000) aggregate limit.

(b) The coverages required under this Section may be provided by two or more separate policies, as long as they together provide the coverages required.

(c) The Contractor shall provide to the City a certificate of insurance or declarations page(s) demonstrating compliance with the foregoing.

(d) The City shall be named as an additional insured under all policies required under this Section.

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:
City of Rio Rancho
Peter Wells, Acting City Manager
3200 Civic Center Circle NE
Rio Rancho, New Mexico 87144
Telephone: 505-891-5002
Fax: 505-891-5762

For notice to the Consultant:
Van Scyoc Associates Inc.
H. Stewart Van Scyoc, President
800 Maine Avenue SW
Washington, DC 20024
Telephone: 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

By: [Signature]
Peter Wells, Acting City Manager

Date: 7/16/20

VAN SCOYOC ASSOCIATES INC.

By: [Signature]
H. Stewart Van Scoyoc, President

Date: July 15, 2020

APPROVED AS TO FORM:

[Signature]
Gregory F. Lauer, City Attorney
Exhibit A
Scope of Work / Specifications
Federal Lobbyist Services

SCOPE OF WORK - General

The awarded consultant shall provide the following services:

a) Represent the City, an as independent contractor, for the purpose of advocating its federal goals and funding priorities to federal agencies and their staff as well as federal elected officials and their staff.

b) Identify and advise the City on federal programs and available funding the City can apply for including, but not limited to, water/ and wastewater public infrastructure, roadway public infrastructure, economic development, cultural enrichment, and public safety. Assist the City with applying for the available funding.

c) Consult with the Governing Body, City Manager and designated staff as necessary related to the City's federal goals and funding priorities.

d) Analyze and advise on legislation that may impact the City's federal goals and funding priorities.

e) 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 goals and funding priorities.

f) Brief, as appropriate, the Governing Body, City Manager and designated staff on all activities performed hereunder.

g) Submit to the City Manager, as appropriate and/or requested by the City Manager, a written report outlining activities and actions taken at least six (6) times per year.