NEW BUSINESS

AGENDA ITEM 15.03
December 13, 2011

TO: Mayor and City Council

FROM: Bob Deis, City Manager

SUBJECT: CONTRACT FOR FEDERAL LEGISLATIVE AND FUNDING ADVOCACY SERVICES

RECOMMENDATION

It is recommended that by motion action the City Council authorize the City Manager to enter into a contract with Van Scoyoc Associates in the amount of $72,000 to provide consulting services by representing the City of Stockton on issues related to the United States Government and carrying out the City's Legislative Program including reviewing legislation under consideration, representing the City before legislators and executive agencies, pursuing funding opportunities and other developments at the Federal level that may have a bearing on the City's policies or programs.

SUMMARY

This contract will allow the City to use a highly experienced legislative advocate to represent the City's federal legislative interests. Staff previously notified the continued need for these services and received Council authorization to issue a Request for Qualifications (RFQ) by motion action at the September 13, 2011 City Council agenda. We showed many years of grants, earmarks and regulatory relief due to our advocacy efforts. The selection process was conducted this Fall and Van Scoyoc Associates was selected as the preferred vendor. This agreement will renew annually after the first and second year for a total of three years, with two additional one-year extensions at the discretion of the City. The 2012 calendar year cost of this contract will be $72,000.

DISCUSSION

Background

Since the 1990s the City of Stockton has contracted with a federal advocate to represent the City in Washington, D.C. This advocacy has resulted in significant earmark funding, positive consideration in grant award applications, productive relationships with our federal delegation, and access to federal agencies to address concerns or roadblocks. The retention of a federal advocate has allowed the City to more successfully move forward our legislative priorities. The annual cost of this retainer has been $84,000 for the past several years.
The City has been represented by Thane Young, currently with Van Scyoc Associates, since 1998 and has benefited from a successful working relationship and experienced the positive outcomes described above. Specifically, in the time the City has contracted with Mr. Young the City has been successful in securing Earmark funding for various projects and programs including:

- After-school programs $828,000
- Brownfield Clean-up $200,000
- Children's Museum $100,000
- Community and Health Center $450,000
- COPS Technology $700,000
- COPS Meth Program, $250,000
- Daguhoy Lodge $75,000
- Delta Region Exhibit $100,000
- El Dorado Teen Center $322,750
- Fox Theater $942,000
- Hotel Stockton $250,000
- I-5/Arch Sperry Interchange $12,485,105
- Miracle Mile Re-pavement $1,000,000
- Operation Peacekeepers $600,000
- UOP Business Forecasting Center $1,400,000
- Stockton Channel Water Improvements $650,000

Total $21,984,835

As of late, the City has been successful in advocating in the House of Representatives for renewal of the federal flood insurance program without mandating flood insurance coverage for “residual risk areas” protected by levees, securing authorization for water infrastructure, and maximizing the use of federal stimulus funds including the Neighborhood Stabilization Program. In the past year Thane provided the City with access to executive officers in the Housing and Urban Development Department to address a reimbursement issue for the City and facilitated a meeting with the Department of Justice COPS program that influenced the recent grant award of nearly $7.8 million for employing police patrol officers. While some of these issues are not completely finished, we have made great headway in their successful resolution.

In order to advance the legislative priorities of the City, the need for federal advocacy services remains and given the demonstrated success of retaining an advocate staff recommends that the City continue to contract with a federal advocate. However, while the working relationship with Thane Young and Van Scyoc Associates has been positive, the contract for this scope of services has not been competitively bid for the past 13 years. As a result, I recommended to Council in a September 13, 2011 agenda item that the City issue a Request for Qualifications (RFQ) for federal legislative and funding advocacy. Council adopted this recommendation by motion action.
CONTRACT FOR FEDERAL LEGISLATIVE AND FUNDING ADVOCACY SERVICES
(Page 3)

Present Situation

Following the authorization by the City Council on September 13, staff issued an RFQ for federal legislative advocacy services. Staff in the City Manager's Office and representatives of the City Council (Mayor and Vice-Major) participated in the vendor selection process. We received seven submittals and the selection committee interviewed 2 firms. The firm selected is Van Scoyoc Associates primarily because the City will be represented by a more experienced Vice President rather than a less experienced team proposed by the other firm that was a finalist in the process. Thane Young, Vice-President will continue to be the lead advocate for the City of Stockton. In addition to the many years of historical knowledge and context that Thane has with the City of Stockton, he has more than 20 years of experience as a legislative advocate and nearly 30 years of experience working in state and federal legislative environment.

In addition, Van Scoyoc associates is well known and respected in Washington, D.C. and Thane has positive working relationships with our federal delegation, other legislators and committees and executive agency staff. Thane also represents a number of cites and agencies in the State of California. Thane's overall experience, knowledge of Stockton, relationships in Washington and strategic approach make him best suited to continue representing Stockton.

Van Scoyoc Associates will continue to represent the City of Stockton in Washington, D.C. and provide legislative consultation, legislative advocacy and funding advocacy on issues related to the Federal Government. The scope of this contract includes advising the City in the development of an annual federal legislative program and then executing that program (Attachment A). Thane Young and his staff will review legislation and executive protocols under consideration, maintain an overview of legislative and executive agency activities, provide weekly reports on key issues and prepare letters of support and opposition. Thane will also represent the City and provide access to Congress and executive agencies, maintain a positive working relationship with the City's federal delegation and staff and facilitate communication with legislative and other governmental officials for the purpose of influencing legislation or administrative action. Thane will also coordinate and execute the City's state funding strategy by identifying funding opportunities, advising the City in the preparation of appropriations and grant requests and facilitating meetings with legislative committees and granting agencies. In addition, with a reenergized focus of the staff coordination with our federal advocate, we intend to increase our productivity in federal legislative advocacy efforts, develop a formal legislative platform for City Council approval and strengthen our presence in Washington, D.C. This platform will come back to your Council for approval in January.
December 13, 2011

CONTRACT FOR FEDERAL LEGISLATIVE AND FUNDING ADVOCACY SERVICES
(Page 4)

This continued federal advocacy is particularly important given the changing landscape of funding at the federal level and the potential changes in Congressional representation in our federal delegation. In addition, there are critical initiatives of the City Council that will require federal advocacy efforts including flood plain reauthorization, execution of the economic development strategic plan, advocacy with the Environmental Protection Agency, advocacy with the Department of Housing and Urban Development and critical infrastructure project funding.

The term of the agreement is a three year period, renewing annually after the first and second year, with two additional one-year extensions at the discretion of the City. The cost for the retainer with Van Scyoc has been $84,000 for the past several years and the proposal for this contract in response to the RFQ was also an annual retainer of $84,000. In light of the financial condition of the City of Stockton, the City Manager negotiated a discounted retainer in the first two years of the contract representing a savings of $18,000. The cost of this contract will be $72,000 in 2012, $78,000 in 2013, and $84,000 in 2014. If the City exercises the potential one-year extensions to the agreement the annual retainer for those years will be negotiated in the third year of the contract.

FINANCIAL SUMMARY

The cost of these services will be funded from the Non-Departmental account number 010-0131-510.20-65.

Respectfully submitted,

[Signature]

BOB DEIS
CITY MANAGER

BD:CC

Attachment A – Professional Services Agreement with Van Scyoc Associates

::ODMAI GRPWISE|COS.CM.CM_Library:89883.1
THE CITY OF STOCKTON
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of January 1, 2012, by and between the
CITY OF STOCKTON, a municipal corporation (hereinafter "CITY"), and VAN SCOYOC
ASSOCIATES, INC. (hereinafter "Consultant"). City and Consultant may be collectively
referred to as the "Parties."

In consideration of the mutual covenants and conditions set forth herein, this agreement
is made between the Parties:

1. EFFECTIVE DATE AND TERM

This agreement shall commence on January 1, 2012 and shall renew annually on
January 1, 2013 and January 1, 2014 to remain in effect until December 31, 2014. With
the mutual agreement of the Consultant, the City has the authority to exercise two one-
year extensions to the agreement to renew on January 1, 2015 to remain in effect until
December 31, 2015 and January 1, 2016 to remain in effect until December 31, 2016.

2. SERVICES

Consultant shall perform lobbying services as outlined in Exhibit A on behalf of
The City of Stockton before officials, officers, commissions, boards, authorities,
councils, committees, or departments of the executive and legislative branch of the
United States Government and before any other organization or body as necessary to
effectively represent the interests of the City of Stockton pursuant to this agreement.

Consultant shall at all times faithfully, competently and to the best of his or her
ability, experience, and talent, perform the tasks described herein. Consultant shall
employ, at a minimum, generally accepted standards and practices utilized by persons
engaged in providing similar services as are required of Consultant hereunder in
meeting its obligations under this Agreement.

3. COMPENSATION

The City of Stockton agrees to pay Consultant $6,000 per month in 2012, $6,500
per month in 2013 and $7,000 per month in 2014. Monthly rates for years 2015 and
2016 will be agreed upon in 2014.

Consultant shall be reimbursed for the actual cost of travel and other expenses
incurred directly in the course of provided services. Travel and other expenses are not
to exceed $1,000 annually and will be approved by The City of Stockton in advance and
Consultant will submit documentation to adequately support any claim for
reimbursement.

Consultant may, if authorized on behalf of the City of Stockton, prepare and
submit lobbying disclosure documents in compliance with the Fair Political Reform Act
for a nominal fee per registered entity.
4. CITY MANAGEMENT

The City's Manager shall represent City in all matters pertaining to the administration of this Agreement and shall be authorized to act on the City's behalf.

5. CHANGES

This Agreement, including but not limited to the scope of Services and Compensation, may be amended in whole or part only by an agreement in writing signed by both City and Contractor.

6. SUSPENSION OR TERMINATION OF AGREEMENT

The City may at any time, for any reason, with our without cause, suspend or terminate this Agreement by serving upon the consultant at least 30 days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this agreement, unless the notice provide otherwise. In the event this Agreement is terminated, The City shall pay to Consultant the monthly fees through the termination date of the contract. Upon termination of the Agreement; the Consultant shall submit an invoice to The City for final payment.

7. DEFAULT OF CONSULTANT

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City can terminate this Agreement immediately by written notice to the Consultant.

8. INDEMNIFICATION

Insurance shall be provided as set forth in Exhibit B.

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs which arise out of, pertain to, or relate to the gross negligence, recklessness, or willful misconduct of the Consultant.

City shall indemnify, protect, defend and hold harmless Consultant from and against any and all losses, liabilities, damages, costs and expenses, including but not limited to attorney's fees and costs which arise out of Consultant's performance of this Agreement within the scope of his duties as a consultant providing an updated strategy and pathway for moving the City leadership team toward the City Council's aggressive list of goals.
9. **INDEPENDENT CONTRACTOR**

Consultant is, and shall at all times remain, as to the City, a wholly independent contractor. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that he is in any manner an officer or employee of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.

10. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect the performance of his or her Service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

The Consultant represents and warrants that prior to commencing any work under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services.

In performing the services under this Agreement, the Consultant shall not discriminate in the employment of its employees and the engagement of any subcontractors on the basis of race, color, national origin, ancestry, sex or any other criteria prohibited by law.

11. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.
12. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

Consultant shall not, without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

Consultant shall promptly notify City should Consultant be serviced with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, or party regarding this Agreement and the work performed thereunder. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City’s right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. The Consultant may hire at its own expense the services of independent contractors to perform a portion of its obligations under this Agreement with prior approval by the City. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. The Consultant shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors, as the Consultant shall determine to be necessary.

14. **OWNERSHIP OF DOCUMENTS AND DATA**

All completed reports and other data or documents provided or prepared by the Consultant in accordance with this Agreement are the property of the City, and may be used by the City at its own risk.

15. **AUDITING**

The City reserves the right to periodically audit all charges made by the Consultant to the City for services under this Agreement. The Consultant agrees that City or its delegate will have the right to review, obtain and copy all records pertaining to the performance of this Agreement. The Consultant agrees to provide City or its delegate with any relevant information requested and shall permit City or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspection and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. The Consultant further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the County of San Joaquin.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force of effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. DISPUTE RESOLUTION

All claims, disputes, or any other matters in controversy between the Parties arising out of or in any way related to this Agreement shall first attempt to be resolved by informal telephonic or written communication between the Parties. In the event that informal techniques do not resolve a dispute, all Parties agree that any dispute will be submitted to mediation, prior to pursing any other remedies provided by law.

19. ATTORNEY'S FEES

In any action between the Parties arising out of or connected with this Agreement, including any arbitration proceeding, the prevailing party in such action shall be awarded, in addition to any damages, injunctions, or other relief, its costs and expenses, not limited to taxable costs, and reasonable attorney's fees.

20. INTERPRETATION, SEVERABILITY

The headings used in this Agreement are used for the convenience only and shall not be construed in interpreting this Agreement. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

If any portion of this Agreement shall be held invalid or inoperative, then, so far as in reasonable and possible:

1. The remainder of this Agreement shall be considered valid and operative; and

2. Effect shall be given in the intent manifested by the portion held invalid or inoperative.
21. **NOTICE**

Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective as follows:

1) be personal delivery, effective upon receipt by the addressee; or
2) by certified US mail, return receipt requested, effective seventy-two (72) hours after deposit in the mail:

The City of Stockton  
City Manager  
Bob Deis  
425 N. El Dorado St  
Stockton, CA 95202  
(209) 937-8212

Thane A. Young  
Van Scoyoc Associates, Inc.  
101 Constitution Ave., NW  
Suite 600 West  
Washington, DC 20001  
(202) 638-1950

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be effective as of the date first above written.

**ATTEST**

BONNIE PAIGE  
CITY CLERK

CITY OF STOCKTON, a municipal corporation  
DATE:___________________________

By___________________________  
By ____________________________  
BOB DEIS, CITY MANAGER  
“CITY”

**APPROVED AS TO FORM**

JOHN LUEBBERKE  
CITY ATTORNEY  
DATE:___________________________

By___________________________  
By ____________________________  
THANE A. YOUNG, VICE-PRESIDENT  
“CONSULTANT”
EXHIBIT "A"

SCOPE OF SERVICES

City of Stockton Federal Legislative and Funding Advocacy

Objectives
- Advocate in Washington D.C. to accurately and persuasively present the position of the City
- Establish relationships with key legislators and staff
- Provide early intelligence on emerging issues
- Share knowledge of trade-offs impacting legislative framing and funding
- Target funding allocations and grant applications
- Achieve the priority federal legislative objectives of the City

Scope

Legislative Program Consultation
- Advise the City in the development of an annual federal legislative program
- Advise the City in the development of a government relations strategy
- Advise the City in the identification of an annual federal funding strategy and list of funding priorities

Legislative Advocacy
- Represent the City of Stockton in Washington D.C.
- Coordinate and execute the City's annual federal legislative program
- Coordinate and implement the government relations strategy in Washington D.C.
- Maintain a positive working relationship with the City's Congressional delegation and staff, the U.S. Congress, congressional committees, the executive branch and other government officials and facilitate communication with legislative and other governmental officials for the purpose of influencing legislation or administrative action
- Review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for any items that may impact the City's policies, programs or initiatives
- Maintain an overview of legislative and executive agency activities and upon request secure and provide detailed information on specific federal issues
- Provide regular reports on key issues and legislative activity and upon request provide written status reports on projects and activities
- Prepare letters of support and opposition for members of Congress, congressional committees, federal agencies and other key stakeholders
- Advise the City and prepare testimony to be presented to Congressional committees and administrative agencies and arrange for appointments and accommodations as necessary
• Contact federal agencies on the City’s behalf when applications are under consideration and take other steps to facilitate the most favorable consideration of applications
• Facilitate any other communication and necessary meetings as needed with federal legislators, identified executive agency officials and other staff or officials
• Coordinate, in consultation with the City, with the legislative efforts of partner organizations within the region
• Coordinate an annual trip of City Council representatives and City staff in meeting with federal legislators, identified executive agency officials and other staff or officials

Funding Advocacy and Assistance
• Coordinate and execute the City’s federal funding strategy and pursue listed funding priorities
• Advise and assist in the preparation of federal appropriations requests and submit on behalf of the City in accordance with Congressional deadlines
• Advise City on other funding activities and opportunities determined to be of significance to the City
• Pursue funding through the federal budgeting process, executive agency budgeting process, executive agency grant programs and other national public sector sources for the development, enhancement, and/or expansion of projects and programs for the City
• Monitor and maintain an overview of legislative and executive agency activities affecting the City’s funding needs and opportunities including opportunities to fund special projects
• Review, comment on, and advise City staff in the development and execution of appropriate documents, proposals, grants, or other funding application requirements
• Register on behalf of the City with necessary federal officers and agencies, and comply with all reporting requirements mandated by the Lobbying Disclosure Act, and any other legal requirements
EXHIBIT "B"

INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the Agreement insurance against all claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees.

Minimum Limits of Insurance

1. INSURANCE Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

   A. COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than $1,000,000 each occurrence.

   B. WORKERS' COMPENSATION insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

   C. COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;

FOR ADDITIONAL REQUIREMENT(S):

   (i) COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than $1,000,000 per occurrence, and if written on an Aggregate basis, $2,000,000 Aggregate limit.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; and automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special
limitations on the scope of protection afforded to City, its officers, officials, employees or volunteers.

2. For any claims related to the project, the Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to City, its officers, officials, employees, or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

Subcontractors

Before permitting any subcontractors to perform work under this Agreement, the Consultant shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by the Consultant as may be applied to each subcontractor's work.

Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by City.

Verification of Coverage

The Consultant shall furnish City with original endorsements of effective coverage for policies on which City is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences.

Upon request, the Consultant shall furnish City a certified copy of any or all policies of insurance covering the work required under this Agreement.