



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: February 6, 2018

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Racy Associates, Inc

***Project Title/Description:**

Legislative Representation Services (Federal Legislation)

***Purpose:**

Representation of lobbyist services related to federal legislation.

***Procurement Method:**

D29.6.C

***Program Goals/Predicted Outcomes:**

Reducing the impacts of federal legislation on Pima County residents and increasing substantial federal infrastructure investments to improve economic competitiveness.

***Public Benefit:**

Assistance with protecting the taxpayers of Pima County from unnecessary legislation or legislation which negatively impacts the residents of Pima County.

***Metrics Available to Measure Performance:**

See program goals.

***Retroactive:**

Yes, contract processing took a little longer than anticipated.

To: COB. 1-23-18
Ver. - '
JDS-8

Procure Dept 01/23/18 PM 10:41

Contract / Award Information

Document Type: CT Department Code: CA Contract Number (i.e., 15-123): 18*203

Effective Date: 2-04-2018 Termination Date: 2-03-2020 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 300,000.00 Revenue Amount: \$ _____

***Funding Source(s) required: General Fund**

Funding from General Fund? Yes No If Yes \$ 300,000.00 % _____

Contract is fully or partially funded with Federal Funds? Yes No

***Is the Contract to a vendor or subrecipient? Vendor**

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** Yes No If Yes \$ _____ % _____

***Match funding from other sources?** Yes No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Deseret Romero

Department: County Administrator's Office Telephone: 724-8450

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date:  1/22/2018

(Required for Board Agenda/Addendum Items)

| | | | | | |
|--|--|-----------------|--------------------------|---------------------|---|
| <p>Pima County Department of Pima County Administrator's Office</p> <p>Project: Federal Legislative Representation Services</p> <p>Contractor: Racy Associates, Inc.</p> <p>Amount: \$300,000 (\$150,000 per year)</p> <p>Funding: General Fund</p> | <table border="1"> <tr> <td style="text-align: center;">CONTRACT</td> </tr> <tr> <td>NO. <u>CT. CA-18-203</u></td> </tr> <tr> <td>AMENDMENT NO. _____</td> </tr> <tr> <td><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></td> </tr> </table> <p>(STAMP HERE)</p> | CONTRACT | NO. <u>CT. CA-18-203</u> | AMENDMENT NO. _____ | <small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small> |
| CONTRACT | | | | | |
| NO. <u>CT. CA-18-203</u> | | | | | |
| AMENDMENT NO. _____ | | | | | |
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PROFESSIONAL SERVICES CONTRACT - Board of Supervisors

1. **Parties, Background and Purpose.**
 - 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Racy Associates, Inc., an Arizona corporation ("Contractor").
 - 1.2. Authority. The Board of Supervisors has determined that it is in the best interests of the County to retain an authorized public lobbyist with regard to federal legislative matters that may impact County. The Board has selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6.

2. **Term.**
 - 2.1. Original Term. This Contract is effective for a two-year period commencing on February 4, 2018 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
 - 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services.** Contractor will serve as an authorized public lobbyist of County before the United States Congress and federal executive offices and agencies (the "Services"), as further described on **Exhibit A**.

4. **Key Personnel.** Michael M. Racy will perform all Services under this Contract, either personally or through the following individuals: Jim Kolbe, Steven Bloch, Bob Holmes and Ana Ma. Contractor will not use any other personnel, other than clerical staff, for the performance work under this Contract without prior written approval by the Administrator.

5. **Compensation and Payment.**
 - 5.1. Rates; Adjustment. County will pay Contractor at a rate of \$250 per hour. That rate will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of

any adjustments to the rate. Notwithstanding that hourly rate, total compensation for a day may not exceed one thousand five hundred dollars (\$1500.00).

- 5.2. **Maximum Payment Amount.** County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$150,000 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any Services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at Contractor's own risk.
- 5.3. **Timing of Invoices.** Contractor will invoice County on a monthly basis. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced Services. County may refuse to pay for any Services for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for Services invoiced more than six months late.
- 5.4. **Content of Invoices.** Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.5. **Invoice Adjustments.** County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. **Insurance.**

- 6.1. **Required Coverage.** Contractor will procure and maintain, until all of its obligations under this Contract have been discharged, insurance coverage with limits of liability not less than those stated below:

- 6.1.1 **Business Automobile Liability** – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will

be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

8. Laws and Regulations.

8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

8.2. Licensing. Contractor warrants that it is appropriately licensed or registered to provide the Services under this Contract and that its subcontractors will be appropriately licensed and registered.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. **Americans with Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter

into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. **Conflict of Interest.**

- 16.1. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- 16.2. Contractor agrees not to engage or participate in any capacity in private litigation against the County (i) in conflict with the legislative issues or positions within the Contractor's scope of work unless Contractor has obtained a specific written waiver for such adverse representation from the County, and (ii) in all cases unless Contractor has notified the offices of the Pima County Attorney in writing within ten (10) days of service in any such litigation of such adverse participation. Contractor further agrees not to engage in other legislative representation that is or may reasonably be expected to conflict with the County's legislative position in any subject area without first obtaining a specific written waiver from the County. Contractor shall file with the Administrator, and amend as appropriate during the term of this Contract, a written disclosure of all other clients represented at the State Legislature by the Contractor. Contractor is retained by County only for the purposes and to the extent set forth in this Contract. Contractor shall be free to dispose of such portion of its entire time, energy and skill as are not required to be devoted to County in such manner as it sees fit, to the extent not in conflict with the duties and responsibilities of Contractor prescribed under this Contract. Contractor may engage in the representation of other clients in matters before the Board of Supervisors of County and any of its agencies, boards and commissions, provided that Contractor has notified the Administrator in writing.

17. **Termination by County.**

- 17.1. Without Cause. County may terminate this Contract at any time, with or without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

| | |
|-------------------------------|-----------------------|
| COUNTY: | CONTRACTOR: |
| Chuck Huckelberry | Michael Racy |
| County Administrator | Racy Associates, Inc. |
| Pima County | 535 West Burton Drive |
| 130 West Congress, 10th Floor | Tucson, Arizona 85704 |
| Tucson, Arizona 85701 | Phone: (520) 906-4646 |
| Phone: (520) 724-8751 | |

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
23. **Public Records.** [Not applicable.]
24. **Legal Arizona Workers Act Compliance.**
- 24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform

the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

- 24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Grant Compliance.** [Not Applicable]
26. **Israel Boycott Certification.** Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.
27. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.
28. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

[SIGNATURE PAGE FOLLOWS]

PIMA COUNTY

Chair, Board of Supervisors

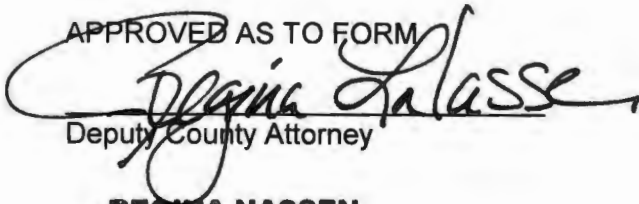
Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM


Deputy County Attorney

REGINA NASSEN

Print DCA Name


1/7/2018
Date

APPROVED AS TO CONTENT


County Administrator

1/19/2018
Date

CONTRACTOR


Michael Racy, Racy Associates, Inc.

1/19/18
Date

Exhibit A – Scope of Work

All work shall be performed under the direction of the County Administrator (the "Administrator"). Contractor will receive assignments, both of a general and specific nature, from the Administrator or the Administrator's designee to prepare, document and draft legislation, testimony and related documents, and pursue, monitor, analyze, negotiate, track and/or lobby for or against legislation, issues and proposals deemed to be of interest by the County. Without exception Contractor will report to and seek guidance from the Administrator or the Administrator's designee as to positions that are to be advanced on behalf of the County under this Contract.

Contractor will maintain on-going contacts with congressional and executive staff relevant to assignments received under this Contract and shall take all actions necessary to keep Arizona's congressional delegation informed concerning County's interests and legislative agenda. In addition, Contractor may be directed to attend scheduled hearings, meetings or other gatherings where issues that may impact the County are being developed or discussed and report to the County, through the Administrator, on the status of such issues.

Contractor will coordinate its efforts with other persons assigned to similar tasks on behalf of the County, including the Administrator, other authorized public lobbyists of County, or other personnel of County designated by the Administrator to assist in a particular legislative project.

Contractor will respond promptly to requests for information from officials and employees of County. Contractor will prepare and transmit to the Administrator and other officials and employees of the County as appropriate:

- A. Periodic written reports of significant occurrences relative to specific assignments undertaken pursuant to this Contract.
- B. A comprehensive written report at the end of each Congressional session describing the status of all assignments undertaken pursuant to this Contract and further describing, as appropriate, the additional future work necessary to complete each assignment or implement each project within the County.