



Board of Supervisors Memorandum

January 5, 2016

**Contract Amendments for Legislative Representation Services with
Racy Associates, Inc.**

Background

Michael Racy of Racy Associates, Inc. has been the contract legislative representative for Pima County for some time. Mr. Racy represents the County at the State Legislature, as well as on federal legislative matters. Mr. Racy's performance as our representative has always been exemplary.

State Legislative Services Amendment

In November 2014, the Board approved the extension of Mr. Racy's state contract. At the time, I expected Mr. Racy's yearly compensation to increase but still remain below the annual capacity as had been the case for previous years. Unfortunately, Mr. Racy's services to Pima County have increased due to the recent decision by the State to shift nearly \$22 million in new costs to the County, as well as adoption of a State Budget that unfairly burdens Pima County. For the first time, the State has burdened Pima County with paying for State aid to education. This resulted in the present litigation to reverse an unconstitutional budget action of the State.

These two actions significantly increased the work effort of Mr. Racy causing the increase in cost for 2015. Due to this necessary increase in representation I recommend the Board increase Mr. Racy's annual maximum of \$140,000 for 2015 to \$160,000 and retain the \$140,000 annual maximum allowance for 2016.

Federal Legislative Services Amendment

Racy Associates, Inc. federal services contract is currently in effect until February 5, 2016 with an annual maximum expenditure of \$150,000. In continuing these needed services to protect the County regarding federal legislation, I recommend the Board extend Mr. Racy's contract to February 5, 2018 with a not to exceed annual amount of \$150,000.

Recommendation

I recommend the Board of Supervisors amend the state legislative contract for Racy Associates, Inc. adjusting the annual maximum amount for 2015 to \$160,000 while retaining the annual maximum amount of \$140,000 for 2016 and extend Racy Associates, Inc. federal contract to February 5, 2018 with a not to exceed annual amount of \$150,000.

The Honorable Chair and Members, Pima County Board of Supervisors
Re: **Contract Amendments for Legislative Representation Services with Racy Associates, Inc.**
January 5, 2016
Page 2

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C.H. Huckelberry", with a long, sweeping underline that extends to the right.

C.H. Huckelberry
County Administrator

CHH/dr (December 23, 2015)

Attachments

State Contract

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

CONTRACTOR:

Chair of the Board of Supervisors

Michael Racy, Racy Associates, Inc.

Date

12/24/15
Date

ATTEST

Clerk of the Board of Supervisors

Date

APPROVED AS TO CONTENT

C. Dunkelberg
Department Head

12/21/15
Date

APPROVED AS TO FORM:

REGINA NASSEN
Deputy County Attorney

12-18-2015
Date

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:



Chairman of the Board of Supervisors

NOV 18 2014

Date

CONTRACTOR:


Michael Racy, Racy Associates, Inc.

11/4/14
Date

ATTEST



Clerk of the Board of Supervisors

NOV 18 2014

Date

APPROVED AS TO CONTENT



Department Head

11/4/14
Date

APPROVED AS TO FORM:



REGINA NASSEN
Deputy County Attorney

11/4/2014
Date

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:



Chairman of the Board of Supervisors
NOV 13 2012

Date

CONTRACTOR:



Michael Racy, Racy Associates, Inc.

Date

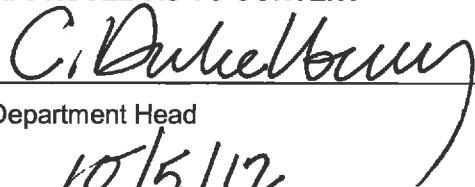
ATTEST



Clerk of the Board of Supervisors
NOV 13 2012

Date

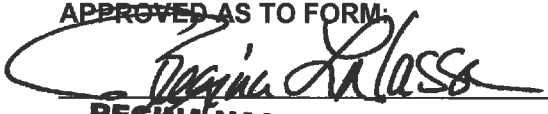
APPROVED AS TO CONTENT



Department Head
10/5/12

Date

APPROVED AS TO FORM:



REGINA NASSEN
Deputy County Attorney
10-4-2012

Date

PIMA COUNTY Administrator's Office PROJECT: Legislative Representation Services CONTRACTOR: Racy Associates, Inc. CONTRACT NO.: 07-30-R-138848-1106 CONTRACT AMENDMENT NO.: Two (#02)	<table border="1"> <tr> <td colspan="2" style="text-align: center;">CONTRACT</td> </tr> <tr> <td>NO.</td> <td><u>07-30-R-138848-1106</u></td> </tr> <tr> <td>AMENDMENT NO.</td> <td><u>02</u></td> </tr> <tr> <td colspan="2"> This number must appear on all invoices, correspondence and documents pertaining to this contract. </td> </tr> </table>	CONTRACT		NO.	<u>07-30-R-138848-1106</u>	AMENDMENT NO.	<u>02</u>	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
CONTRACT									
NO.	<u>07-30-R-138848-1106</u>								
AMENDMENT NO.	<u>02</u>								
This number must appear on all invoices, correspondence and documents pertaining to this contract.									

ORIG. CONTRACT TERM: 12/01/06 – 12/01/08	ORIG. CONTRACT AMOUNT: \$140,000.00 per year
TERMINATION DATE PRIOR AMENDMENT: 12/01/10	AMOUNT THIS AMENDMENT: \$140,000.00 per year
TERMINATION THIS AMENDMENT: 12/01/12	

CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Section 13, have agreed to extend the Contract term for a period of two years;

NOW, THEREFORE, it is agreed as follows:

CHANGE: 1. TERM:

From: "... shall be effective from and after November 30, 2006 until December 1, 2010..."

To: "... shall be effective from and after November 30, 2006 until December 1, 2012..."

The effective date of this Amendment shall be November 30, 2010.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:


Chairman of the Board of Supervisors
NOV 16 2010

Date

CONTRACTOR:


Michael Racy, Racy Associates, Inc.

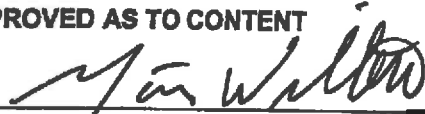
Date

ATTEST


Clerk of the Board of Supervisors
NOV 16 2010

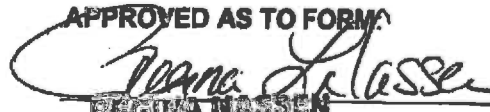
Date

APPROVED AS TO CONTENT


Department Head
9/24/10

Date

APPROVED AS TO FORM


REGINA NASSEN
Deputy County Attorney

Date

PIMA COUNTY Administrator's Office PROJECT: Legislative Representation Services CONTRACTOR: Racy Associates, Inc. CONTRACT NO.: 07-30-R-138848-1108 CONTRACT AMENDMENT NO.: One (#01)	<table border="1"> <tr> <th colspan="2">CONTRACT</th> </tr> <tr> <td>NO. 07-30-R-138848-1108</td> <td></td> </tr> <tr> <td>AMENDMENT NO</td> <td>01</td> </tr> <tr> <td colspan="2">This number must appear on all invoices, contracts and documents pertaining to this contract.</td> </tr> </table>	CONTRACT		NO. 07-30-R-138848-1108		AMENDMENT NO	01	This number must appear on all invoices, contracts and documents pertaining to this contract.	
CONTRACT									
NO. 07-30-R-138848-1108									
AMENDMENT NO	01								
This number must appear on all invoices, contracts and documents pertaining to this contract.									

ORIG. CONTRACT TERM: 12/01/06 – 12/01/08
TERMINATION DATE PRIOR AMENDMENT:
TERMINATION THIS AMENDMENT: 12/01/10

ORIG. CONTRACT AMOUNT: \$140,000.00 per year
AMOUNT THIS AMENDMENT: \$140,000.00 per year

CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Section 13, have agreed to extend the Contract term for a period of two years;

NOW, THEREFORE, it is agreed as follows:

CHANGE: 1. TERM:

From: "... shall be effective from and after November 30, 2006 until December 1, 2008..."

To: "... shall be effective from and after November 30, 2006 until December 1, 2010..."

INSERT:

22. LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have 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 Immigrations Laws.

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, shall be deemed to be 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 shall 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, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under the Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all time 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 will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR'S approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

23. SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by CONTRACTOR may result in action up to and including termination of this contract.

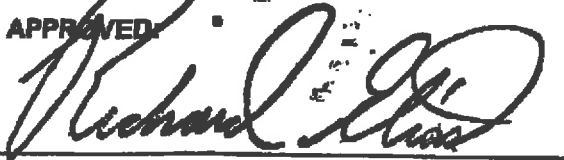
The effective date of this Amendment shall be November 30, 2008.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:



Chairman of the Board of Supervisors

NOV 18 2008

Date

CONTRACTOR:



Michael Racy, Racy Associates, Inc.

10/6/08

Date

ATTEST



Clerk of the Board of Supervisors

NOV 18 2008

Date

APPROVED AS TO CONTENT



Department Head

10/15/08

Date

APPROVED AS TO FORM:



Deputy County Attorney

10-3-2008

Date

CONTRACT FOR LEGISLATIVE REPRESENTATIVE SERVICES

CONTRACT	
NO. <u>07-30-R-138148-1116</u>	
AMENDMENT NO.	
This number must appear on all invoices, correspondence and documents pertaining to this contract	

This contract is made and entered into effective on the 1st day of December, 2006, by and between Pima County, Arizona, hereinafter called "COUNTY" and Racy Associates, Inc. hereinafter called "REPRESENTATIVE."

Whereas COUNTY has determined it to be in its best interest to retain REPRESENTATIVE, to represent COUNTY as an authorized public lobbyist with regard to state legislative matters that may impact COUNTY; and

Whereas COUNTY has satisfied itself as to the qualifications of REPRESENTATIVE,

NOW THEREFORE, It is agreed between the parties as follows:

1. **TERM**

This Agreement shall be effective from and after November 30, 2006 until December 1, 2008 subject to the availability of county monies for this purpose.

2. **PERSONNEL**

REPRESENTATIVE shall provide the services of Michael Racy for the performance of the work under this Agreement. COUNTY shall register Michael Racy as an authorized lobbyist pursuant to Arizona Revised Statutes §41-1231 et. seq. for the time that this Agreement is in effect. REPRESENTATIVE shall not use any other personnel, other than

clerical staff, for the performance of work under this Agreement without prior written approval by the Pima County Administrator ("Administrator").

3. WORK

The personnel of REPRESENTATIVE identified in paragraph 2 of this Agreement shall serve in the capacity of an authorized public lobbyist of the COUNTY before the Arizona Legislature under the direction of the Administrator. REPRESENTATIVE will receive assignments, both of a general and specific nature, from the Administrator or the Administrator's designee to prepare, pursue, monitor, analyze, track and/or lobby for or against legislative issues and proposals deemed to be of interest by the COUNTY. In addition, REPRESENTATIVE may be directed to attend scheduled hearings, meetings or other gatherings where legislation which may impact the COUNTY is to be developed or discussed and report to the COUNTY through the Administrator on the status of such legislation. Without exception, REPRESENTATIVE shall 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 on all legislation, proposed amendments and on all other related matters.

4. COORDINATION

REPRESENTATIVE shall coordinate its efforts with other persons assigned to similar tasks on behalf of the COUNTY including the Administrator, other authorized public lobbyists of the COUNTY, or other personnel of the COUNTY designated by the Administrator to assist in a particular legislative issue. REPRESENTATIVE shall, at the

direction of the Administrator, prepare and present status reports to appropriate personnel and officers of the COUNTY including the Board of Supervisors.

5. **COMPENSATION**

In consideration of the services provided to COUNTY by REPRESENTATIVE under this Agreement, COUNTY agrees to pay REPRESENTATIVE at the rate of \$160.00 per hour inclusive of all costs whatsoever. If the total work performed outside of Pima County exceeds 6.6 hours during any day, compensation shall not exceed \$1,050.00 for that day, plus a fixed, total reimbursement for that day of \$45.00 for all costs including, but not limited to, travel, lodging, per diem, phone and copying. The compensation paid pursuant to this Agreement shall not exceed an average of \$140,000 per year.

6. **BILLINGS**

REPRESENTATIVE shall submit monthly billings for services rendered which, when validated and authorized, shall be paid by COUNTY within forty-five (45) days following the submission.

7. **ACCOUNTING AND AUDITING**

REPRESENTATIVE agrees that COUNTY or its duly authorized representative shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, records and other evidence and accounting procedures and practices sufficient to reflect properly all compensation received under this Agreement. The materials described herein shall be made available

at all reasonable times for inspection, audit or reproduction until the expiration of three (3) years from the date of final payment under this Agreement.

8. INSURANCE

REPRESENTATIVE shall procure and maintain, during the life of this Agreement, comprehensive liability insurance and shall be solely responsible for any negligence, error or omission or liability that arises or results from REPRESENTATIVE's performance under this Agreement. A copy of the certificate evidencing such insurance shall be provided upon request by the COUNTY.

9. CONFLICTS OF INTEREST

REPRESENTATIVE 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 REPRESENTATIVE's scope of work as set forth in paragraph 3 unless REPRESENTATIVE has obtained a specific written waiver for such adverse representation from the COUNTY, and (ii) in all other cases unless REPRESENTATIVE has notified the office of the Pima County Attorney in writing within ten (10) days of service in any such litigation of such adverse representation, in which case COUNTY consents to such adverse representation and waives any conflict. REPRESENTATIVE further agrees not to engage in other legislative representation that is or may reasonably be expected to conflict with the COUNTY's legislative positions in any subject area without first obtaining a specific written waiver from the COUNTY. REPRESENTATIVE shall file with the Administrator, and amend as appropriate during the term of this Agreement, a written disclosure of all other clients represented at the

State Legislature by the REPRESENTATIVE. REPRESENTATIVE is retained by COUNTY only for the purposes and to the extent set forth in this Agreement. REPRESENTATIVE 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 REPRESENTATIVE prescribed under this Agreement. REPRESENTATIVE 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 REPRESENTATIVE has notified the Administrator in writing.

10. **RECORDS**

All records and files prepared and maintained by REPRESENTATIVE in the performance of this Agreement shall, if requested, be given to COUNTY upon completion of this Agreement.

11. **COMPLIANCE WITH LAWS**

REPRESENTATIVE shall comply with all applicable Federal and State statutes, County ordinances, executive orders, and regulations. In particular REPRESENTATIVE agrees to comply with all legal requirements relating to Civil Rights and Non-Discrimination in Employment and with Public Law 101-336, 42 USC 12101, 12213 and related Federal Regulations. REPRESENTATIVE understands and acknowledges the applicability to REPRESENTATIVE of the Immigration Reform and Control Act of 1986 (IRCA). REPRESENTATIVE agrees to comply with the IRCA in performing under this Agreement and to permit COUNTY inspection of personnel records to verify such compliance.

REPRESENTATIVE shall hold the COUNTY harmless from loss, cost or damage by reason of any actual or alleged violations arising out of REPRESENTATIVE's failure to comply with any applicable Federal, State or County laws, regulations or executive orders. In addition, REPRESENTATIVE shall maintain all records and reports necessary for the COUNTY to accurately comply with the reporting requirements of Arizona Revised Statutes §§41-1231 et. seq., relating to regulation of public lobbyists, in a timely manner.

12. INDEPENDENT CONTRACTOR

REPRESENTATIVE is an independent contractor in the performance of the work as set forth in this Agreement and is not to be considered an officer or employee of COUNTY.

13. AMENDMENTS

All amendments to this Agreement must be in writing and signed by both parties. The term of this Agreement may, with approval of the Pima County Board of Supervisors, be extended for periods not to exceed two years.

14. TERMINATION

This Agreement may be terminated by either party by giving written notice of termination to the other party. Termination will be effective thirty (30) days after receipt of such notice. This Agreement may be immediately terminated by COUNTY in the event of a material breach of the Agreement by REPRESENTATIVE. In the event of termination by either party, COUNTY will pay REPRESENTATIVE for services

provided up to the date of termination. COUNTY hereby gives notice that pursuant to Arizona Revised Statutes Section 38-511 (A), this contract may be canceled without penalty or further obligation within three (3) years after execution if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of COUNTY is, at any time while the contract or any extension of the contract is in effect, an employer or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. Cancellation under this section shall be effective when written notice from COUNTY is received by REPRESENTATIVE. In addition, COUNTY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as a result of the contract. REPRESENTATIVE certifies that no person has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach of violation of this certification COUNTY shall have the right to annul this contract without liability, or at its discretion deduct from the contract fees or considerations, the full amount of such commission, percentage, brokerage, or contingent fee.

15. NOTICE

When notice or correspondence is required to be sent to COUNTY, it shall be sent to:

County Administrator

Pima County

130 West Congress, 10th Floor

Tucson, Arizona 85701-1317

When notice or correspondence is required to be sent to REPRESENTATIVE, it shall be sent to:

Michael Racy

535 West Burton Drive

Tucson, Arizona 85704

16. ASSIGNMENT

No rights, liability, obligation or duty of REPRESENTATIVE under this Agreement can be assigned, delegated or subcontracted in whole or in part, without the prior written approval of the Administrator.

17. WAIVER

The failure of COUNTY or REPRESENTATIVE at any time to require performance of any provision of this contract shall in no way affect the right of COUNTY or REPRESENTATIVE thereafter to enforce such provision. Nor shall the waiver of any succeeding breach of such provision act as a waiver of the provision itself.

18. OTHER CONTRACTS

COUNTY shall have the right to let other contracts in connection with work under this Agreement and REPRESENTATIVE shall cooperate with any other contractor.

19. CONSENT OR APPROVAL

Whenever a consent or approval is required hereunder by either party, such consent or approval shall not be unreasonably withheld.

20. INDEMNIFICATION

REPRESENTATIVE agrees to indemnify and save harmless COUNTY and its departments, agencies, officers, agents, or employees, from all suits, including attorney's fees and costs of litigation, actions, loss, damage, expense, cost or claims, of any character or any nature, arising out of the REPRESENTATIVE's wanton, willful or negligent acts, errors or omissions in the performance of work under this Agreement, or out of any wanton, willful or negligent acts, errors or omissions by any subcontractor or other agent used by the REPRESENTATIVE with or without the consent of COUNTY in the performance of work under this Contract.

21. ENTIRE AGREEMENT

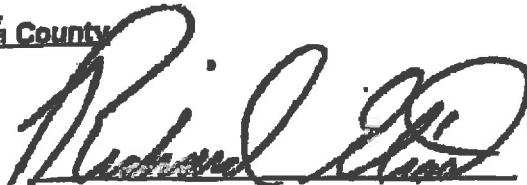
It is expressly agreed that this written Agreement embodies the entire contract of the parties in relation to the subject matter and that no understanding or agreements, verbal or otherwise, in relation thereto exist between the parties except as herein expressly set forth. Further, it is the intent of both parties that this contract

supersedes and voids any and all prior agreements, verbal or otherwise, between the parties relating to the subject matter of this contract.

Approved and accepted:

Pima County

By:


Richard Elias, Chairman
Pima County Board of Supervisors
NOV 14 2008

Attest


Lori Godoshian, Clerk,
Board of Supervisors

Approved As To Form

By:


Danna Glass
Deputy County Attorney

Representative

By:


Michael Racy

Federal Contract

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

CONTRACTOR:

Chair of the Board of Supervisors



Michael Racy, Racy Associates, Inc.

Date

12/21/15

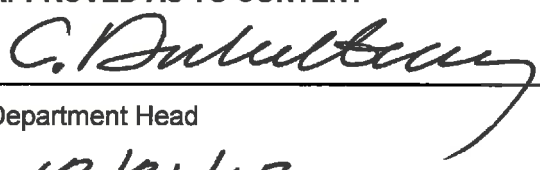
Date

ATTEST

Clerk of the Board of Supervisors

Date

APPROVED AS TO CONTENT

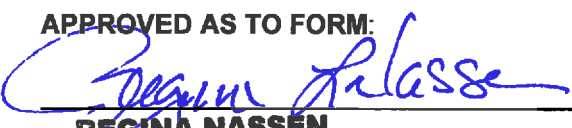


Department Head

12/21/15

Date

APPROVED AS TO FORM:



REGINA NASSEN
Deputy County Attorney

12-21-2015

Date

CONTRACT	
NO.	CT-CA-1400001000000000 287
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**CONTRACT FOR FEDERAL LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION
PROFESSIONAL SERVICES**

This contract is made and entered into effective on the 4th day of February, 2014, by and between Pima County, Arizona, hereinafter called "COUNTY" and Racy Associates, Inc. hereinafter called "REPRESENTATIVE".

Whereas, COUNTY has determined it to be in its best interest to retain REPRESENTATIVE to represent COUNTY as an authorized public lobbyist with regard to federal legislative and executive matters that may impact COUNTY; and

Whereas, COUNTY has satisfied itself as to the qualifications of REPRESENTATIVE.

NOW THEREFORE, it is agreed between the parties as follows:

1. TERM

This Agreement shall be effective from and after February 4, 2014 until February 5, 2016 subject to the availability of COUNTY monies for this purpose. This Agreement may be renewed and extended, with the written approval of the Pima County Board of Supervisors and REPRESENTATIVE, for periods not to exceed two years.

2. PERSONNEL

REPRESENTATIVE shall provide the services of Michael M. Racy for the performance of the work under this Agreement. At the request and with prior approval by the Pima County Administrator or the Administrator's designee (the "Administrator"), REPRESENTATIVE may provide the services of Jim Kolbe and Steven Bloch for the performance of designated work under this Agreement. REPRESENTATIVE shall not use any other personnel, other than clerical staff, for the performance of work under this Agreement without prior written approval by the County Administrator.

3. WORK

The personnel of REPRESENTATIVE identified in paragraph 2 of this Agreement shall serve in the capacity of an authorized public lobbyist of COUNTY before the United States Congress and federal executive offices and agencies. All work shall be performed under the direction of the Administrator. REPRESENTATIVE 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, pursue, monitor, analyze, negotiate, track and/or lobby for or against legislation, issues and proposals deemed to be of interest by the COUNTY. REPRESENTATIVE shall maintain on going contacts with congressional and executive staff relevant to assignments received under this Agreement and shall take all actions

necessary to keep Arizona's Congressional delegation informed concerning COUNTY's interests and federal agenda status. In addition, REPRESENTATIVE may be directed to attend scheduled hearings, meetings or other gatherings where issues which may impact the COUNTY are to be developed or discussed and report to the COUNTY through the Administrator on the status of such issues. Assignments under this Agreement include, but are not limited to, the Aerospace and Defense Corridor, including the aerospace parkway, and El Corazon de los Tres Rios del Norte. Without exception, REPRESENTATIVE shall 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 Agreement. In all instances REPRESENTATIVE shall respond promptly to requests for information from officials and employees of COUNTY.

4. COORDINATION

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

5. REPORTS

REPRESENTATIVE shall 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 Agreement.
- B. A comprehensive written report at the end of each Congressional session describing the status of all assignments undertaken pursuant to this Agreement and further describing, as appropriate, the additional future work necessary to complete each assignment or implement each project within the COUNTY.

6. COMPENSATION

For all services described in paragraph 3 of this Agreement performed by the personnel of REPRESENTATIVE identified in paragraph 2 of this Agreement, COUNTY agrees to pay a rate of \$250.00 per authorized lobbyist per hour inclusive of all costs whatsoever. If total work performed exceeds 6 hours during any day, compensation shall not exceed \$1,500.00 per authorized lobbyist for that day.

The total compensation paid by COUNTY pursuant to this Agreement for any period from February 4 to February 5 of the next calendar year shall not exceed \$150,000, without approval of the Pima County Board of Supervisors.

7. BILLINGS

REPRESENTATIVE shall submit monthly billings for services rendered which, when validated and authorized, shall be paid by COUNTY within forty-five (45) days following the submission.

8. ACCOUNTING AND AUDITING

REPRESENTATIVE agrees that COUNTY or its duly authorized representative shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, records and other evidence and accounting procedures and practices sufficient to reflect properly all compensation received under this Agreement. The materials described herein shall be made available at all reasonable times for inspection, audit or reproduction until the expiration of three (3) years from the date of final payment under this Agreement.

9. INSURANCE

REPRESENTATIVE shall procure and maintain, during the life of this Agreement, comprehensive liability insurance and shall be solely responsible for any negligence, error or omission, or liability that arises or results from REPRESENTATIVE's performance under this Agreement. A copy of the certificate evidencing such insurance shall be provided upon request by the COUNTY.

10. CONFLICT OF INTEREST

REPRESENTATIVE agrees not to engage in private litigation against the COUNTY (i) in conflict with the legislative issues or positions within the REPRESENTATIVE's scope of work as set forth in this Agreement unless REPRESENTATIVE has obtained a specific written waiver for such adverse representation from the COUNTY, and (ii) in all other cases unless REPRESENTATIVE has notified the Administrator within ten (10) days of service in any such litigation in writing of such adverse representation and waives any conflict. REPRESENTATIVE further agrees not to engage in other legislative representation that is or may reasonably be expected to conflict with the COUNTY's legislative positions in any subject area without first obtaining a specific written waiver from the COUNTY. REPRESENTATIVE is retained by COUNTY only for the purposes and to the extent set forth in this Agreement. REPRESENTATIVE 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 REPRESENTATIVE prescribed under this Agreement. REPRESENTATIVE 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 the REPRESENTATIVE has notified the Administrator in writing.

REPRESENTATIVE shall file with the Administrator and amend as appropriate a disclosure of all other clients for which REPRESENTATIVE performs federal lobbying services during the term of this Agreement.

11. RECORDS

All records and files prepared and maintained by REPRESENTATIVE in the performance of this Agreement shall, if requested, be given to COUNTY upon completion of this Agreement.

12. COMPLIANCE WITH THE LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment. REPRESENTATIVE shall hold the COUNTY harmless from loss, cost or damage by reason of any actual or alleged violations arising out of REPRESENTATIVE's failure to comply with any applicable Federal, State or County laws, regulations or executive orders.

13. INDEPENDENT CONTRACTOR

REPRESENTATIVE is an independent contractor in the performance of the work as set forth in this Agreement and is not to be considered an officer or employee of the COUNTY.

14. AMENDMENTS

All amendments to this Agreement must be in writing and signed by both parties.

15. TERMINATION

This Agreement may be terminated by either party by giving written notice of termination to the other party. Termination will be effective thirty (30) days after receipt of such notice and REPRESENTATIVE will be paid by COUNTY only for services provided up through the date of termination in conformance with paragraph 6 of this Agreement. Notwithstanding any other provision in this Contract, this Contract may be terminated 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 shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination. This Agreement may be immediately terminated by COUNTY in the event of a material breach of the Agreement by REPRESENTATIVE. Such cancellation shall be effective when written notice from COUNTY is received by REPRESENTATIVE. COUNTY hereby gives notice that pursuant to A.R.S. Section 38-511 (A), this contract may be canceled without penalty or further obligation within three (3) years after execution if any person significantly involved in initiation, negotiation, securing, drafting, or creating the contract on behalf of COUNTY is, at any time while the contract or any extension of the contract is in effect, an employer, agent, or any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In addition, COUNTY may recoup any fee or commission paid or due to any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of COUNTY from any other party to the contract arising as a result of the contract.

REPRESENTATIVE certifies that no person has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach of violation of this certification COUNTY shall have the right to annul this contract without liability, or at its discretion deduct from the contract fees or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

16. NOTICE

When notice or correspondence is required to be sent to COUNTY, it shall be sent to:

Charles H. Huckelberry
Pima County Administrator
130 West Congress, 10th Floor
Tucson, Arizona 85701-1317

When notice or correspondence is required to be sent to REPRESENTATIVE, it shall be sent to:

Michael Racy
535 West Burton Drive
Tucson, Arizona 85704

17. ASSIGNMENT

No rights, liability, obligation or duty of REPRESENTATIVE under this Agreement can be assigned, delegated or subcontracted in whole or in part, without the prior written approval of the Administrator.

18. WAIVER

The failure the COUNTY or REPRESENTATIVE at any time to require performance of any provision of this contract shall in no way affect the right of COUNTY or REPRESENTATIVE thereafter to enforce such provision. Nor shall the waiver of any succeeding breach of such provision act as a waiver of the provision itself.

19. OTHER CONTRACTS

COUNTY shall have the right to let other contracts in connection with work under this Agreement and REPRESENTATIVE shall cooperate with any other contractor.

20. CONSENT OR APPROVAL

Whenever a consent or approval is required hereunder by either party, such consent or approval shall not be unreasonably withheld.

21. INDEMNIFICATION

REPRESENTATIVE agrees to indemnify and save harmless COUNTY and its departments, agencies, officers, agents, or employees from all suits, including

attorney's fees and costs of litigation, actions, loss, damage, expense, cost or claims, of any character or any nature, arising out of the REPRESENTATIVE's wanton, willful or negligent acts, errors or omissions in the performance of work under this Contract, or out of any wanton, willful or negligent acts, errors or omissions by any subcontractor or other agent used by the REPRESENTATIVE with or without the consent of COUNTY in the performance of work under this Contract.

22. NON-DISCRIMINATION

REPRESENTATIVE shall not discriminate against any COUNTY employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out REPRESENTATIVE'S duties pursuant to this Agreement. REPRESENTATIVE shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein.

23. AMERICANS WITH DISABILITIES ACT

REPRESENTATIVE shall 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.

24. LEGAL ARIZONA WORKERS ACT COMPLIANCE

REPRESENTATIVE hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to REPRESENTATIVE'S employment for its employees, and with the requirements of A.R.S. §23-214 (A) (together the "State and Federal Immigration Laws"). REPRESENTATIVE shall further ensure that each subcontractor who performs any work for REPRESENTATIVE under this Agreement likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of REPRESENTATIVE and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of REPRESENTATIVE'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting REPRESENTATIVE to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, REPRESENTATIVE shall 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, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

REPRESENTATIVE shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under the Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTORS hereby warrants that it will at all time 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 will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of REPRESENTATIVE. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of REPRESENTATIVE'S approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which REPRESENTATIVE shall be entitled to an extension of time, but not costs.

25. TERMINATION OF PRIOR AGREEMENT

Pima County contract number 07-30-R-136235-0605 between COUNTY and REPRESENTATIVE relating to Federal Legislative and Executive Branch Representation is hereby terminated.

26. ENTIRE AGREEMENT

It is expressly agreed that this written Agreement embodies the entire contract of the parties in relation to the subject matter and that no understanding or agreements, verbal or otherwise, in relation thereto exist between the parties except as herein expressly set forth. Further, it is the intent of both parties that this Agreement supersedes and voids any and all prior agreements, verbal or otherwise, between the parties relating to the subject matter of this Agreement.

Approved and accepted:

Pima County



Sharon Bronson, Chair
Pima County Board of Supervisors

FEB 04 2014

Date

Attest

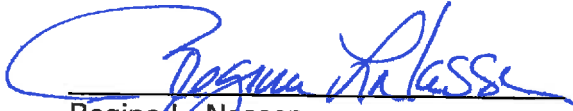


Robin Brigode, Clerk
Board of Supervisors

FEB 04 2014

Date

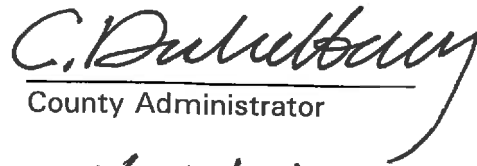
Approved As To Form



Regina L. Nassen
Deputy County Attorney

1-16-204
Date _____

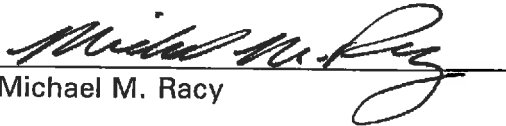
Approved As To Content



County Administrator

1/16/14
Date _____

Racy Associates, Inc.



Michael M. Racy

1-16-14
Date _____