AGENDA MATERIAL

DATE 9-20-22 ITEM NO. CCS

Pima County Department of County Administration

Project: State Legislative Representation Services

Contractor: Racy Associates, Inc.

Contract No.: CT-CA-17*157

Contract Amendment No.: 03

Orig. Contract Term: 12/02/2016 - 12/01/2018

Termination Date Prior Amendment: 12/01/2022
Termination Date This Amendment: 12/01/2024

Orig. Amount:

Prior Amendments Amount:

This Amendment Amount: Revised Total Amount:

\$280,000.00

\$560,000.00 \$280,000.00

\$1,120,000.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

- 1.1. <u>Background.</u> On December 2, 2016 County and Contractor entered into the above referenced agreement to provide State Legislative representation services. The current term of the contract expires on December 1, 2022, but can be extended by agreement of the parties for up to additional 2-year periods.
- 1.2. <u>Purpose.</u> County requires additional continuing services. It is in the best interest of the County to continue to utilize the Contractor's services.
- 2. Term. The County is exercising the third extension option to renew the contract for one additional 2 year commencing on December 2, 2022 and terminating on December 1 2024. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.
- 3. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Article 3, is by increased by \$140,000. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$1,200,000.
- 4. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor

must notify Contract No.: CT-CA-17*157