



Board of Supervisors Memorandum

November 18, 2014

**Contract Amendment Extending Legislative Representation Services with
Racy Associates, Inc. from December 1, 2014 to December 1, 2016**

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. Therefore, I recommend his professional services be extended for another two years.

I am also recommending the Board of Supervisors adjust his hourly rate from \$160 per hour to \$190 per hour. Mr. Racy's hourly rate was last adjusted in 2006; and based on the Consumer Price Index over the period, the rate of \$190 per hour would be justified, with a daily maximum of \$1,140 and an annual maximum of \$140,000. It should be noted that Mr. Racy is usually substantially under his annual capacity for services. In 2013, total compensation for services was \$104,465; and currently, for 2014, Mr. Racy's services total \$92,605. With the retirement of former Chief Deputy County Administrator Martin Willett earlier this year, I expect Mr. Racy's yearly compensation to increase but still be below the annual capacity.

Recommendation

I recommend the Board of Supervisors extend the contract for Racy Associates, Inc.; adjust the hourly rate to \$190; and adjust the daily compensation rate to \$1,140.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C.H. Huckelberry". The signature is written in a cursive style and is positioned above the printed name.

C.H. Huckelberry
County Administrator

CHH/dr (November 4, 2014)

Attachment

PIMA COUNTY Administrator's Office PROJECT: Legislative Representation Services CONTRACTOR: Racy Associates, Inc. CONTRACT NO.: 07-30-R-138848-1106 (12*309) CONTRACT AMENDMENT NO.: Four (#04)	
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ORIG. CONTRACT TERM: 12/01/06 – 12/01/08	ORIG. CONTRACT AMOUNT: \$140,000.00 per year
TERMINATION DATE PRIOR AMENDMENT: 12/01/14	AMOUNT THIS AMENDMENT: \$140,000.00 per year
TERMINATION THIS AMENDMENT: 12/01/16	

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, 2014..."
To: "... shall be effective from and after November 30, 2006 until December 1, 2016..."

CHANGE: 5. COMPENSATION:

From: "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."

To: "In consideration of the services provided to COUNTY by REPRESENTATIVE under this Agreement, COUNTY agrees to pay REPRESENTATIVE at the rate of \$190.00 per hour inclusive of all costs whatsoever. If the total work performed outside of Pima County exceeds 6 hours during any day, compensation shall not exceed \$1,140.00 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 \$140,000 per year."

The effective date of this Amendment shall be November 30, 2014.

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:

Chairman of the Board of Supervisors



Michael Racy, Racy Associates, Inc.

Date

11/4/14

Date

ATTEST

Clerk of the Board of Supervisors

Date

APPROVED AS TO CONTENT



Department Head

11/4/14

Date

APPROVED AS TO FORM



REGINA NASSEN
Deputy County Attorney

11/4/14

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:

CONTRACTOR:



Chairman of the Board of Supervisors



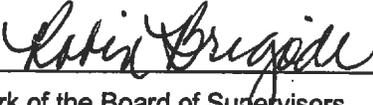
Michael Racy, Racy Associates, Inc.

NOV 13 2012

Date

Date

ATTEST

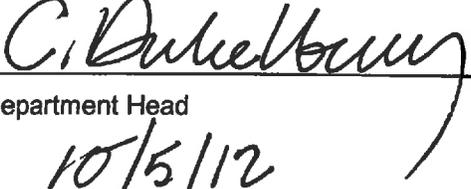


Clerk of the Board of Supervisors

NOV 13 2012

Date

APPROVED AS TO CONTENT

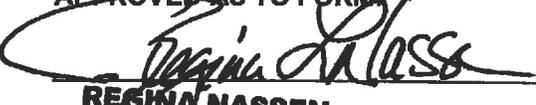


Department Head

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)	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:

CONTRACTOR:

Lamin Kelady
Chairman of the Board of Supervisors
NOV 16 2010
Date

Michael M. Racy
Michael Racy, Racy Associates, Inc.
9/30/10
Date

ATTEST

Lori Godoshian
Clerk of the Board of Supervisors
NOV 16 2010
Date

APPROVED AS TO CONTENT

Jan Wilton
Department Head
9/24/10
Date

APPROVED AS TO FORM

Regina Lassen
REGINA NASSEN
Deputy County Attorney
9-22-2010
Date

PIMA COUNTY Administrator's Office PROJECT: Legislative Representation Services CONTRACTOR: Racy Associates, Inc. CONTRACT NO.: 07-30-R-138848-1106 CONTRACT AMENDMENT NO.: One (#01)	<table border="1"> <tr> <td colspan="2">CONTRACT</td> </tr> <tr> <td>NO.</td> <td><u>07-30-R-138848-1106</u></td> </tr> <tr> <td>AMENDMENT NO</td> <td><u>01</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>01</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>01</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:	AMOUNT THIS AMENDMENT: \$140,000.00 per year
TERMINATION THIS AMENDMENT: 12/01/10	

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.

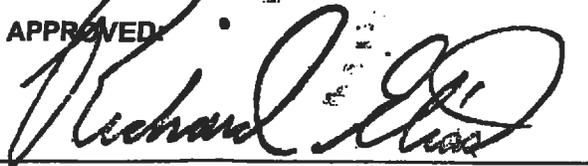
The effective date of this Amendment shall be November 30, 2008.

(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

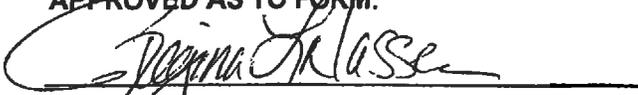


Department Head

10/5/08

Date

APPROVED AS TO FORM:



Deputy County Attorney

10-3-2008

Date

CONTRACT FOR LEGISLATIVE REPRESENTATIVE SERVICES

CONTRACT	
NO. <u>07-30-R-138848-116</u>	
AMENDMENTS	
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 §541-1231 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**

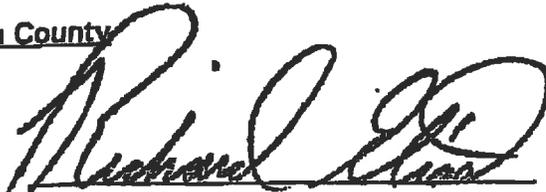
It is expressly agreed that this written Agreement embodies the entire contract of the parties in relation to the subject matter and that no understanding or agreements, verbal or otherwise, in relation thereto exist between the parties except as herein expressly set forth. Further, it is the intent 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 Elfas, Chairman
Pima County Board of Supervisors
NOV. 14 2008

Attest


Lori Godoshian, Clerk,
Board of Supervisors

Approved As To Form

By:


Joanna Glass
Deputy County Attorney

Representative

By:


Michael Racy