SERIAL 04093 ROQ LEGISLATIVE SERVICE PROVIDERS
CRW CONSULTING Contract

DATE OF LAST REVISION: February 24, 2009 CONTRACT END DATE: October 31, 2010

CONTRACT PERIOD THROUGH ~~OCTOBER 31, 2007~~ OCTOBER 31, 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LEGISLATIVE SERVICE PROVIDERS (NIGP 91858)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 03, 2004.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____
Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Materials Management
Diane Sikokis, Government Relations

(Please remove Serial 00130-ROQ from your contract notebooks)

04093
CONTRACT PURSUANT TO ROQ
SRW CONSULTING

SERIAL 04093-ROQ

This Contract is entered into this 3RD day of November 2004 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and SRW Consulting, ("Contractor") for Legislative Services.

1.0 TERM

1.1 This Contract is for a term of three (3) year, beginning on the 3rd day of November, 2004 and ending the 31st day of October ~~2007~~ **2010**.

1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

2.1 As consideration for performance of the duties described herein, County will pay the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit A.

2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contract number, purchase order number, description of services, monthly fee, and extended totals.

3.0 DUTIES

3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit B **+ B-1**.

3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit B.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 **INDEMNIFICATION**

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY.**

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.4 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of

COUNTY'S right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than $1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.4.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.5 Certificates of Insurance.

4.1.5.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:
SRW CONSULTING
Attn: Stephen R. Wilson
318 West Roosevelt Street
Phoenix, AZ. 85003

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any services will be required.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit written direction to Contractor requesting that services be performed.

4.4 TERMINATION:

The County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

The County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.5 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the 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 the result of the Contract.

4.6 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.7 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.8 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.9 AMENDMENTS:

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

4.10 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County Stadium County for the services not so adequately supported and documented.

4.11 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.12 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.13 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.14 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

MARICOPA COUNTY

BY: _____ _____
CHAIRMAN, BOARD OF SUPERVISORS DATE

ATTESTED:

_____ _____
CLERK OF THE BOARD DATE

APPROVED AS TO FORM:

_____ _____
MARICOPA COUNTY ATTORNEY DATE

EXHIBIT A
PRICING

SERIAL 04093-ROQ NIGP CODE 9185801
PRICING SHEET

BIDDER NAME:	Stephen R. Wilson
F.I.D./VENDOR #:	**W000003338 X**
BIDDER ADDRESS:	318 West Roosevelt Street, Phoenix, AZ. 85003
P.O. ADDRESS:	
BIDDER PHONE #:	602-252-2408
BIDDER FAX #:	602-252-2508
COMPANY WEB SITE:	
COMPANY CONTACT (REP):	Stephen Rip Wilson
E-MAIL ADDRESS (REP):	ripp@srwcon.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES

PAYMENT TERMS: NET 30

1.0 PRICING:	YEAR 1	YEAR 2	YEAR 3	**YEAR 4**	**YEAR 5**	
1.1 YEARLY RETAINER INCLUSIVE TO PAID AS FOLLOWS:	$ 60,000.00	$ 65,000.00	$ 70,000.00	**$ 70,000.00**		
JANUARY	$ 5,000.00	$ 5,416.67	$ 5,833.33	**$ 5,833.33**	**$ 5,833.33**	PER MONTH
FEBRUARY	$ 5,000.00	$ 5,416.67	$ 5,833.33	**$ 5,833.33**	**$ 5,833.33**	PER MONTH
MARCH	$ 5,000.00	$ 5,833.33	$ 5,833.33	**$ 5,833.33**	**$ 5,833.33**	PER MONTH
APRIL	$ 5,000.00	$ 5,833.33	$ 5,833.33	**$ 5,833.33**	**$ 5,833.33**	PER MONTH
MAY	$ 5,000.00	$ 5,833.33	$ 5,833.33	**$ 5,833.33**	**$ 5,833.33**	PER MONTH
JUNE	$ 5,000.00	$ 5,833.33	$ 5,833.33	**$ 5,833.33**	**$ 5,833.33**	PER MONTH
JULY	$ 5,000.00	$ 5,833.33	$ 5,833.33	**$ 5,833.33**	**$ 5,833.33**	PER MONTH
AUGUST	$ 5,000.00	$ 5,833.33	$ 5,833.33	**$ 5,833.33**	**$ 5,833.33**	PER MONTH
SEPTEMBER	$ 5,000.00	$ 5,416.67	$ 5,833.33	**$ 5,833.33**	**$ 5,833.33**	PER MONTH
OCTOBER	$ 5,000.00	$ 5,416.67	$ 5,833.33	**$ 5,833.33**	**$ 5,833.33**	PER MONTH
NOVEMBER	$ 5,000.00	$ 5,416.67	$ 5,833.33	**$ 5,833.33**	**$ 5,833.33**	PER MONTH
DECEMBER	$ 5,000.00	$ 5,416.67	$ 5,833.33	**$ 5,833.33**	**$ 5,833.33**	PER MONTH

1.2 (Effective 01/01/09)

1.0 PRICING:

	$ 50,000.00
JANUARY	**$ 4,166.66**
FEBRUARY	**$ 4,166.66**
MARCH	**$ 4,166.66**
APRIL	**$ 4,166.66**
MAY	**$ 4,166.66**
JUNE	**$ 4,166.66**
JULY	**$ 4,166.66**
AUGUST	**$ 4,166.66**
SEPTEMBER	**$ 4,166.66**
OCTOBER	**$ 4,166.66**
NOVEMBER	**$ 4,166.66**
DECEMBER	**$ 4,166.66**

EXHIBIT B
SRW CONSULTING

1.0 **INTENT:**

Maricopa County has determined it to be in its best interest to retain legislative representatives under contract to assist the County with achieving specific state legislative objectives as identified by the Board of Supervisors and to represent the County with regard to state legislative matters that do or may impact the County. Maricopa County intends to supplement the efforts of our elected officials, the Government Relations Office (the "Office") and other county employees at the Arizona State Legislature. Accordingly, we are principally seeking strategic legislative expertise, and only secondarily seeking technical issue expertise, from our contract legislative representative(s).

The County anticipates that any contracts awarded will most likely be based on a fixed retainer inclusive of costs.

2.0 **SERVICES REQUESTED**

Annually the County will (month of October) furnish the areas of service requested for the coming Legislative session. The services requested will include at a minimum:

2.1 Assisting the County to achieve specific legislative objectives as identified and prioritized by the five-member Maricopa County Board of Supervisors and the County Administrative Officer (CAO). It is anticipated that these legislative objectives will relate to issues of governance; powers, duties and authority of the Board of Supervisors; and currently mandated statutory responsibilities of county departments, in one or more of the following areas:

2.1.1 **Health Care**: Maricopa County is currently in the process of transitioning the Maricopa Integrated Health System, which includes a major hospital and twelve primary care centers, to the new Special Health Care District approved by voters in 2003. However, Maricopa County will continue to have a close relationship with the District regarding issues of mutual concern and interest. Further, the County has a continuing role in funding ALTCS, AHCCCS and mental health (Arnold v. Sarn) services, and will continue to operate two health plans. In addition, the County plays a major role in the area of correctional health and its impact on the local health care community;

2.1.2 **Community Health**: including Public Health, Environmental Services, and Animal Care and Control Services;

2.1.3 **Infrastructure/Public Works, and Planning**: including Transportation, the Flood Control District, Solid Waste, Emergency Management, and Planning and Development;

2.1.4 **Community Services**: which manages the largest county parks system in the country; and also includes a Library District and a Stadium District;

2.1.5 **Criminal Justice**; including Superior and Justice Courts, county counsel, sheriff, clerk of the court, constables, three separate offices providing indigent representation, a major jail system, correctional health, and medical examiner;

2.1.6 **General Government/Finance/Budget/Administration**: including county departments such as Finance, the Office of Management and Budget, Human Resources, Human Services, and Telecommunications.

2.2 Representing the County's interests before the Arizona State Legislature, the Governor of the State of Arizona and high-level gubernatorial staff, and specified state agencies, under the direction of the Government Relations Director (the "Director"), the CAO and the Board of Supervisors. Such representation shall include effectively communicating the County's position on specific issues and proposals and receiving useful information from outside parties and stakeholders on those issues.

2.3 In this capacity, Lobbyist should expect to receive assignments from the CAO and the Director or the Director's designee to provide strategic advice, direction and recommendations and prepare, pursue, monitor, track and/or lobby for or against legislative proposals within those general subject areas specified in the agreement. In addition, Lobbyist shall be directed to attend scheduled hearings, meetings and other gatherings where legislation that may impact the County is to be proposed, developed or discussed and report to the County through the Director or CAO on the status of such legislation or issue. Lobbyist shall report to, seek guidance from, and make recommendations to the Director or the Director's designee as to the positions that are to be advanced on behalf of the County on specific issues, legislative bills, proposed amendments thereto, and on all other related matters.

2.4 Coordinating the efforts set forth above with others assigned to similar tasks on behalf of the County, including the Director and staff of the Government Relations Office, the County Administrative Officer, other retained representatives, or other representatives of the County designated by the Director to assist with a particular legislative effort or related issue. Lobbyist shall also, at the Director's direction, prepare and present status reports to the Director, the CAO, and/or the Board of Supervisors.

2.5 Complying with all County procedures for billing and accounting for the cost of services performed and maintaining records pertaining to the financial and performance aspects of the agreement.

2.6 Agreeing not to engage in private litigation against the County or accepting other legislative representation that is or may reasonably be expected to conflict with the County's legislative positions without first obtaining written permission to do so from the office the County Attorney, in the case of private litigation, or the Director, in the case of legislative representation, as applicable.

EXHIBIT B-1

Rip Wilson - Existing and Proposed Scope of Services:
Contract 04093-ROQ

Existing Assignments:

2009 Legislative Tasks Assigned by Maricopa County

1. Transportation –
   - Statewide 20-year transportation plan – "TIME" and other measures
   - Protection of HURF funding for FYs 2009 and 2010 – state plans on taking more county anticipated HURF dollars to offset budget deficit
   - Assigned to Alternative Method of Project delivery bill that is part of BOS package – Bill would allow MCDOT more flexibility when deciding how to fund a roadway project. (**SB 1193**)

2. Photo Radar Enforcement
   a. Impacts on JPCs (judicial productivity credits)
   b. County fee capability
   c. General oversight of the numerous bills on this topic introduced this session.

3. FCD
   a. Assigned to Flood Control Excess Parcel bill that is part of the BOS package. (**SB 1297**)

4. FY 2009 and 2010 budgets
   a. Along with all team members, work at the Director's discretion on any and all state budget issues

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Proposed Expanded Assignments:

We propose to have Rip Wilson subcontract for the services of an expert to assist him with the following, for the amount of $50,000:

- Assist with legislation dealing with County legal representation
- Proposals to shift state DOC prisoners to County jails
- Legislative authorization for potential Increase in existing Maricopa county jail tax
- Photo radar enforcement impact on County budget
- All legislation pertaining to JPs and Constables
- Numerous legislative proposals to eliminate personal property tax as a revenue source to the county
- Legislative proposals to implement a property tax Valuation Freeze in Arizona similar to California's Proposition 13 which would severely impact County revenue

- Protect funds in the STAN Account (Stan Transportation Acceleration Needs Account) that are to be used to help fund and accelerate county roadway projects
- Assist with major legislative proposal to eliminate state gas tax and allow local governments to implement individual sales taxes in its place

S:\govaff\lobbyist.dir\scope of services Jan 2009.doc

Amendment Approved by:
SRW Consulting Services

Signature

JAN 30, 2009
Date

Amendment Approved by
Maricopa County

Signature

2/23/09
Date

SERIAL 04093-ROQ

SRW CONSULTING, 318 W ROOSEVELT, PHOENIX, AZ 85003

PRICING SHEET: NIGP CODE 9185801

Terms:	NET 30
Vendor Number:	**W000003338 X**
Telephone Number:	602/252-2408
Fax Number:	602/252-2508
Contact Person:	Stephen R. Wilson
E-mail Address:	ripp@srwcon.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **October 31,** ~~2007~~ **2010.**