

SERIAL 06067 ROQ TRIBAL AFFAIRS CONSULTANT

DATE OF LAST REVISION: March 05, 2009

CONTRACT END DATE: September 30, 2009

CONTRACT PERIOD THROUGH ~~SEPTEMBER 30, 2007~~ **SEPTEMBER 30, 2008 2009**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TRIBAL AFFAIRS CONSULTANT**

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 **September 25, 2006 Eff. 10/15/06.**

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
David Smith, County Administrators Office
Diane Sikokis, Government Relations



CONTRACT PURSUANT TO RFP

SERIAL 06067-ROQ

This Contract is entered into this 25TH day of SEPTEMBER , 2006 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and GENERATION SEVEN STRATEGIC PARTNERS LLC, an Arizona corporation ("Contractor") for the purchase of CONSULTING services.

1.0 TERM

- 1.1 This Contract is for a term of one (1) year, beginning on the 15TH day of October, 2006 and ending the 30th day of September, ~~2007 2008~~ **2009**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). 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 shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, description of services, price and extended totals.

2.3 INVOICES AND PAYMENTS:

2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.3.1.1 Company name, address and contact
- 2.3.1.2 County bill-to name and contact information
- 2.3.1.3 Contract Serial Number
- 2.3.1.4 County purchase order number
- 2.3.1.5 Invoice number and date
- 2.3.1.6 Payment terms
- 2.3.1.7 Date of service
- 2.3.1.8 Quantity (number of days or weeks)
- 2.3.1.9 Description of Services
- 2.3.1.10 Pricing per unit of service
- 2.3.1.11 Extended price
- 2.3.1.12 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES

3.1 The Contractor shall perform all duties stated in Exhibit "B."

3.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

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, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. 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, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

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.

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

4.2 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 the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that 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. Contactor 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, and Errors and Omissions, 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.

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$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, and shall not contain any provision which would serve to limit third party action over claims. 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.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.3 Workers' Compensation.

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 under this Contract; and 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. **(REQUIRED ONLY IF LLC HAS EMPLOYEES ASSIGNED TO COUNTY).**

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 Contract.

4.2.4 Certificates of Insurance.

4.2.4.1 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. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) 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.

4.2.4.2 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.

4.5 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:

Attn: Jacob Moore
Generation Seven Strategic Partners LLC
8800 East Chaparral Road, Suite 108
Scottsdale, AZ. 85250

4.6 REQUIREMENTS CONTRACT:

4.6.1 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.6.2 Contractor agrees to accept oral cancellation of purchase orders.

4.7 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be

supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.8 **TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9 **TERMINATION FOR DEFAULT:**

4.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.10 **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.

4.11 **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.

4.12 **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.

4.13 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.

4.14 AMENDMENTS:

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

4.15 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 for the services not so adequately supported and documented.

4.16 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.

4.17 ALTERNATIVE DISPUTE RESOLUTION:

4.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.17.1.1 Render a decision;

4.17.1.2 Notify the parties that the exhibits are available for retrieval; and

4.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the

arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.18 SEVERABILITY:

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

4.19 RIGHTS IN DATA:

The County shall own have the use of all 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.

4.20 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.

4.21 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

4.22 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

4.22.1 **By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract and verify employee compliance using the F-verify system. I-9 forms are available for download at USCIS.GOV.**

4.22.2 **The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.**

- 4.23 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**
- 4.23.1 **By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.**
- 4.23.2 **The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.**
- 4.24 **CONTRACTOR LICENSE REQUIREMENT:**
- 4.24.1 **The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.**
- 4.24.2 **Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

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

CONTRACTOR


AUTHORIZED SIGNATURE

Jacob C. Moore, Partner
PRINTED NAME AND TITLE

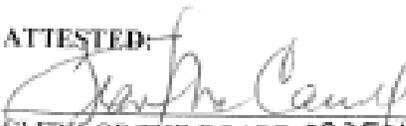
P.O. Box 3738, Scottsdale, AZ 85271
ADDRESS

10/04/06
DATE

MARICOPA COUNTY

BY: 
CHAIRMAN, BOARD OF SUPERVISORS

OCT 16 2006
DATE

ATTESTED:

CLERK OF THE BOARD 092506

OCT 16 2006
DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

10/12/06
DATE

EXHIBIT B
06067-ROQ

1.0 **INTENT:**

To provide a Tribal Affairs Consultant(s) who will assist the County with on how to develop and enhance the Count's relationship with the tribal communities.

2.0 **SCOPE OF SERVICES:**

2.1 Consultant will be expected to provide strategic recommendations to the elected Board of Supervisors and senior management staff as to how to best develop and enhance Maricopa County's working relationships with tribal communities and will be called upon to advise how to best foster improved communications.

2.1.1 Work with assigned county staff to complete an assessment of County goals, projects, resources, and time frames/schedules.

2.1.2 Meet with County Supervisors, recommended departments and staff to better understand the goals of the County and the projects it has relative to the tribal communities

2.1.3 Identify the level of resources (staff, financial, political, public, private, etc.) available to assist in achieving goals and completing projects

2.2 Consultant will assist with facilitating discussion on issues of mutual interest to Maricopa County and tribal communities, including transportation, air quality, flood control, public health (including pandemic plans and other health service issues), human services, crime prevention and criminal justice issues (including specifically meth prevention efforts), emergency management, and workforce development.

2.2.1 Review assessment results and prioritize goals and projects.

2.2.2 Based on assessment, develop a "*proposed realistic*" priority list of goals and projects.

2.2.3 Identify potential training and informational needs (sensitivity, tribal protocols, tribal government structures/processes, resources, etc.) that can be institutionalized and promote better long term governmental relationships.

2.3 Consultant will advise as to how to best navigate tribal relationships, including elected tribal council members and staff, and will provide insight and detail into tribal processes and timelines.

2.3.1 Develop a strategic plan and schedule for implementation.

2.3.2 A strategic plan will be developed for discussion and consideration. It will outline a suggested process to achieve the best possible positive desired results. As the plan evolves we will establish potential/recommended long and short term strategies.

2.3.3 Create, to the greatest extent possible, a realistic schedule and timeline consistent with the overall strategic plan.

2.3.4 Work to create sustainable relationships between Maricopa County and tribal communities including building capacity within the County.

2.3.5 Work to achieve positive outcomes on key issues particularly involving transportation, air quality and financial partnerships.

2.4 Consultant will advise Maricopa County as to how best to maximize its efforts in participating in tribes' grant disbursement for the 12% sharing of gaming revenues with local government

jurisdictions, as approved by Arizona voters under Proposition 202 in 2002, for government services that benefit the general public.

- 2.5 Consultant will assist the County accomplish its adopted strategic goals as they relate to tribal communities. This includes encouraging all County departments and officials to seek opportunities to build partnerships and relationships with all area governments, including Tribal Nations, in order to create a fuller sense of community for all residents of Maricopa County.

To lay the foundation for this methodology, listed below is an outline of a system of approach that would achieve the overall goals of the County.

2.6 Implementation

2.6.1 Acquire formal approval of “*Strategic Plan*” and schedule.

2.6.2 Begin any preparatory work that needs to be accomplished prior to implementation. This could include any official or formal notices, departmental, county, or other tribal, state, and federal policies and procedures or processes.

2.6.3 Make a formal presentation of the plan and implementation process to all staff involved and elected officials if directed.

~~2.7 In addition to the above general responsibilities, Maricopa County will expect the consultant to focus on the following specific transportation projects in the first year of the contract. Additional projects will be identified in later years if the contract is renewed. The consultant will focus on assisting in the preparation and negotiation of agreements on the following projects with the affected communities:~~

~~2.7.1 Gilbert, McKellips and Dobson Road bridges across the Salt River impacting the Salt River Pima Maricopa Indian Community (SRPMIC);~~

~~2.7.2 51st Avenue traffic issues in the Gila River Indian Community (GRIC) village of Saint Johns, including the involvement, if any, of McDOT in the South Mountain Freeway or potential alternatives~~

~~2.7.3 The proposed extension of Usery Pass Road across the Salt River into the Fort McDowell –Yavapai Nation.~~

2.7 In addition to the above general responsibilities, Maricopa County will expect the consultants to focus on assisting the Department of Transportation with agreements relative to transportation projects in the County with Indian Communities. The consultants can work directly and indirectly to assist in facilitating the cooperative conditions that lead to the agreements that will be necessary to undertake the construction of projects on tribal lands.

2.8 Maricopa County will expect the consultants to assist in providing contacts and coordinating meetings with tribes located in Arizona related to the Arizona Meth Project. The consultants will assist with the advancement of the statewide status of the Arizona Meth Project by facilitating opportunities of cooperation and participation with Arizona’s tribal communities.

2.9 Agreeing not to engage in private litigation against the County or accepting other legislative representation that may reasonably conflict with the County’s legislative positions without first obtaining written permission from the office the County Attorney (in the case of private litigation) or Maricopa County Manager or his designee (in the case of legislative representation),.

2.10 USAGE REPORT:

The Contractor shall furnish the County a (ANNUALLY) usage report delineating the service activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.11 INVOICES AND PAYMENTS:

2.11.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.11.1.1 Company name, address and contact
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- 2.11.1.6 Payment terms
- 2.11.1.7 Dates of service or delivery
- 2.11.1.8 Quantity (number of days or weeks)
- 2.11.1.9 Contract Item number(s)
- 2.11.1.10 Description of services
- 2.11.1.11 Pricing per unit of purchase
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- 2.11.1.13 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.11.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.11.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.12 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in Response price.

2.13 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**SCOPE OF SERVICE 10/1/2008 TO 9/30/2008
06067-ROQ**

Consultant will achieve two meet and greets with neighboring tribal communities:

1. Ft. McDowell Yavapai Nation
2. Ak-Chin Indian Community

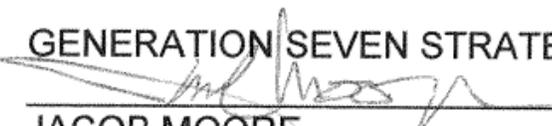
In addition to the above general responsibilities, Maricopa County will expect the consultants to focus on assisting the Department of Transportation with agreements relative to transportation projects in the County with Indian Communities. The consultants can work directly and indirectly to assist in facilitating the cooperative conditions that lead to the agreements that will be necessary to undertake the construction of projects on tribal lands.

The consultants will provide quarterly progress reports on the County's interactions with neighboring tribal communities and the County's progress in our relationship with those communities.

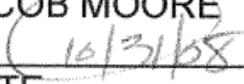
Fees for the 12 month period, paid monthly
\$60,000.00 Year
\$5,000.00 Per Month

APPROVED

GENERATION SEVEN STRATEGIC PARTNERS



JACOB MOORE



DATE

GENERATION SEVEN STRATEGIC PARTNERS LLC, 8800 E. CHAPARRAL RD STE 108,
SCOTTSDALE, AZ 85250

PRICING SHEET: NIGP CODE 9185805

Terms:	NET 15
Vendor Number:	W000008305 X
Telephone Number:	480/850-4444
Fax Number:	480/850-4440
Contact Person:	Jacob Moore
E-mail Address:	jakemoore@aol.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending September 30, 2007 2008 2009.