SERIAL 10063 ROQ STATE LEGISLATIVE SERVICE PROVIDERS (LOBBYIST)
Contract –Lee Miller, Attorney At Law

DATE OF LAST REVISION: October 31, 2013 CONTRACT END DATE: October 31, 2016

CONTRACT PERIOD THROUGH OCTOBER 31, ~~2013~~ 2016

TO: All Departments

FROM: **Office of Procurement Services**

SUBJECT: Contract for **STATE LEGISLATIVE SERVICE PROVIDERS (LOBBYIST)**

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 15, 2010 (Eff. 11/01/10).**

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, Chief Procurement Officer
Office of Procurement Services

SD/ao
Attach

Copy to: **Office of Procurement Services**
Richard Bohan, Government Relations & Communications

(Please remove Serial 04093-ROQ from your contract notebooks)

CONTRACT PURSUANT TO ROQ

SERIAL 10063-ROQ

This Contract is entered into this 15TH day of September by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ~~The Law Office of~~ Lee Miller**, Attorney At Law**, an Arizona Company ("Contractor") for the purchase of Legislative (Lobbying) services.

1.0 CONTRACT TERM:

1.0 This Contract is for a term of three (3) years, beginning on the 1st day of November, 2010 and ending the 31st day of October, ~~2013~~ **2016**.

1.1 The County may, at its option and with the agreement of the Contractor, renew the term 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 term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current 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 fee, 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.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 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:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)

- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

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

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. 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/).

3.3.4 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.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit “B”, or as otherwise directed in writing by the Procurement Officer.

6.0 INDEPENDENT CONTRACTOR:

6.1 Contractor’s relationship to the County shall be as an independent contractor and not as an employee.

6.2 This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

6.3 No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

7.0 TERMS and CONDITIONS:

7.1 INDEMNIFICATION:

7.1.1 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, mistakes or malfeasance 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 caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

7.1.2 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.

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

7.2 INSURANCE REQUIREMENTS:

7.2.1 Contractor, at Contactor'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.

7.2.2 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.

7.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

7.2.4 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.

7.2.5 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.

7.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review 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.

7.2.7 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.

7.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, 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.

7.3 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.

7.4 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.

7.5 Workers' Compensation.

7.5.1 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.

7.5.2 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.

7.6 Certificates of Insurance.

7.6.1 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.

7.6.2 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.

7.6.3 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.

7.6.4 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.

7.7 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

7.8 NOTICES:
All notices given pursuant to the terms of this Contract shall be addressed to:
For County:

Maricopa County
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

The Law Office of Lee Miller
Attn: Lee Miller
3033 North Central Ave. Suite 810-B
Phoenix, AZ. 85012

7.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

7.10 TERMINATION FOR DEFAULT:

7.10.1 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.

7.10.2 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.

7.10.3 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.

7.10.4 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.

7.11 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.

7.12 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 of the contract.

7.13 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.

7.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

7.15 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.

7.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

7.17 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. 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 , accounts, statements, reports, files, and other records and back-up documentation 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.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County

7.18 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

7.19 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.

7.20 ALTERNATIVE DISPUTE RESOLUTION:

7.20.1 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:

7.20.2 Render a decision;

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

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

7.20.5 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.

7.20.6 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.

7.21 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.

7.22 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.

7.23 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.

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

7.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). 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 Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

7.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 7.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and

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.

~~7.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~7.25.1 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.~~

~~7.25.2 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.~~

7.26 CONTRACTOR LICENSE REQUIREMENT:

7.26.1 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.

7.26.2 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.

7.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

7.27.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

7.27.2 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

7.27.3 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

7.27.4 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

7.27.5 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

7.27.6 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

7.27.7 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

7.28 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

7.29 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

7.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

7.31 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

7.31.1 Exhibit A, Pricing;

7.31.2 Exhibit B, Scope of Services;

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

CONTRACTOR

AUTHORIZED SIGNATURE

LEE MILLER

PRINTED NAME AND TITLE

3033 N CENTRAL #810B PHOENIX, AZ 85012

ADDRESS

8/10/2010

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — DATE: SEP 22 2010

ATTESTED:

CLERK OF THE BOARD 091510 — DATE: SEP 22 2010

APPROVED AS TO FORM:

MARICOPA COUNTY LEGAL COUNSEL — DATE: Sept 15 2010

EXHIBIT A
PRICING

SERIAL 10063 -ROQ
PRICING SHEET: NIGP CODE 96151

RESPONDENT NAME:	~~Law Office of Lee Miller~~ **Lee Miller, Attorney At Law**
VENDOR # :	W000017403
RESPONDENT ADDRESS:	~~3033 N. Central, Suite 810B~~ **1702 E. Highland Suite 204, Phoenix, AZ 85016**
P.O. ADDRESS:	
RESPONDENT PHONE #:	602-300-5829
RESPONDENT FAX #:	602-265-7321
COMPANY WEB SITE:	
COMPANY CONTACT (REP):	Lee Miller
E-MAIL ADDRESS (REP):	lee@medandassociates.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

PAYMENT TERMS:
NET 30 XXX

1.0 PRICING:

1.1 ANNUAL RETAINER	**YEAR 1**	**YEAR 2**	**YEAR 3**
	$50,000	$55,000	$60,000

(RETAINER WILL BE PAID MONTHLY OVER 12 MONTHS)

1.2 MONTHLY	$4,166.67	$4,583.33	$5,000.00

10063 EXHIBIT B

1.0 INTENT:

This contract is to assist Maricopa 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.

Payment shall be a fixed retainer for each year of the contract term for services rendered, inclusive of out-of-pocket costs.

2.0 SERVICES REQUESTED

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, the County Manager (CMO), and the Deputy County Manager. 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 has transitioned the Maricopa Integrated Health System, which includes a major hospital and twelve primary care centers, to the Special Health Care District approved by voters in 2003. However, Maricopa County continues 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, Air Quality, 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, public fiduciary, and medical examiner;

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

2.1.7 **Yearly Assignments**: Detailed assignments shall be given to contractor each December for the coming legislative session.

Attached is a complete organizational chart for the county. (A Maricopa County government information web site is also available for perusal at the following electronic mail address: http://www.maricopa.gov.)

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 and Communications Director (the "Director"), the CMO 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 CMO 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 which may impact the County is to be proposed, developed or discussed and report to the County through the Director or CMO 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, and 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, the County Manager and Deputy County Manager, 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 CMO, 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 or the Director of the Litigation Department under the auspices of the County Manager, in the case of private litigation, or the Director, in the case of legislative representation, as applicable.

2.7 USAGE REPORT:
The Contractor shall furnish the County a usage report delineating the service activity governed by the Contract as requested. 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.

2.8 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 price.

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

2.10 INDEPENDENT CONTRACTOR:

2.10.1 Contractor's relationship to the County shall be as an independent contractor and not as an employee.

2.10.2 This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

2.10.3 No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

SERIAL 10063-ROQ

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PRICING SHEET: 96151

Terms:	NET 30
Vendor Number:	W000017403 X
Telephone Number:	602/300-5829
Fax Number:	602/265-7321
Contact Person:	Lee Miller
E-mail Address:	lee@medandassociates.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **October 31,** ~~2013~~ **2016.**