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GILA COUNTY
www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 1005.101/2-2011

STRATEGIC PLANNING FACILITATOR

THIS AGREEMENT, made and entered into this 7th day of February, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Partners for Strategic Action, Inc (PSA) of the City of Fountain Hills, County of Maricopa, State of Arizona, hereinafter designated the **Consultant**.

WITNESSETH: That the Consultant, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES/FEEES: The Consultant will participate in all activities associated with strategic planning for Gila County as follows:

The Strategic Planning process answers the following questions:

- *Where are we now? Where are we going?*
- *Where do we want to be?*
- *How do we get there?*

Where are we now? Where are we going?

In preparation of the first strategic planning meeting on March 24th, the Consultant will work with the Gila County Manager on the development of a County Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis that will be discussed and fine-tuned with participants. This will provide a good foundation and understanding of the current challenges, gaps, and opportunities facing Gila County.

Task: Working with the Gila County Manager, the Consultant will package the information developed materials, agenda, and preliminary SWOT Analysis that will be used during the 24th half-day discussions. The Consultant will develop a meeting summary note and finalize the SWOT Analysis for use in the next day's meeting.

Where do we want to be?

“Nothing happens unless first a dream.” Those words of the great poet Carl Sandburg capture something essential about the human spirit; among our species’ many unique traits includes our ability to contemplate, speculate about, and even plan for the future. In fact, it could be said that human progress has always depended upon this capacity for foresight. Foresight also lies at the heart of the visioning process. In short, if we wish to create a better community, we must first envision that community and develop the strategic framework to get there.

Task: Working with Gila County management staff and elected officials, the strategic direction for the County will be identified during the March 25th meeting. The Consultant will develop meeting materials, facilitate the full-day meeting, and prepare a summary report.

How do we get there?

To successfully complete the strategic planning process, open and honest discussion of the area’s issues will be discussed and an understanding of the “sticky” community issues will be explored. In addition, an outcome of the process will be an understanding of “common ground” as well as where we agree to disagree on various topics.

Task: The Consultant will develop meeting materials, facilitate and document the March 30th full-day meeting with Gila County management staff that will use the Strategic Framework developed by the elected officials to identify the objectives and tasks to achieve the vision.

FEES:

The Consultant proposal fee for the Gila County Strategic Planning process is approximately \$7,000. The fee will include travel, lodging and cost of meals.

To provide the County some context for the Consultants fee structure, following are some recent examples of strategic planning processes’ fees as a point of discussion with the Gila County Board of Supervisors and staff:

- Town of Parker Council/Management Staff Retreat - \$1,740 (one day facilitation, limited prep time and summary report)
- Wickenburg Economic Development Partnership Board Retreat - \$2,000 (one day facilitation; limited prep time and summary report)
- City of Surprise City Council Retreat - \$3,800 (1.5 days; very little prep time; includes summary report; no travel costs)
- ADOT Multimodal Planning Division Strategic Plan - \$5,200 (2.5 days; telephone interviews; telephone prep meetings; summary report; no travel costs)
- Town of Marana Strategic Plan Budget (not inclusive of travel costs) - \$18,600

ARTICLE II – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County’s financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE III - INDEMNIFICATION CLAUSE: Consultant shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, and employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

ARTICLE IV – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Consultant hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Consultant shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Consultant approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Consultant shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract." Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Consultant shall be entitled to an extension of time, but not costs.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VI – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Consultant certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Consultant shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Consultant:

- a. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- b. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- c. Discontinues the prosecution of the work; or
- d. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- e. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- f. Makes assignment for the benefit of creditors.
- g. If it is found gratuities were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County

ARTICLE VIII – TERM: Contract period shall run for three (3) months from February 1, 2011 to April 30, 2011.

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed with a not-to-exceed without written authorization budget of \$ 7,000.00. Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Consultant.

Gila County employs a "Net 30" payment term meaning the payment will be issued thirty (30) days from the date the County receives the invoice from the Consultant. Purchase orders sent to the Consultant reflect these terms and conditions and they apply to all invoices received by the County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the Consultant, the County agrees to pay the amount of not more than \$ 7,000.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

PROFESSIONAL SERVICES CONTRACT NO. 1005.101/2-2011
STRATEGIC PLANNING FACILITATOR

GILA COUNTY:

CONSULTANT:

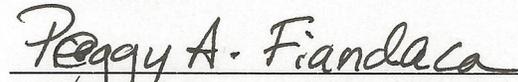
GILA COUNTY BOARD OF SUPERVISORS

PARTNERS FOR STRATEGIC ACTION INC.

Michael A. Pastor, Chairman, Board of Supervisors



Consultant Signature



Print Name

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney