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Steven L. Besich, County Manager
Clerk of the Board
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GILA COUNTY

www.gilacountyaz.gov

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PROFESSIONAL SERVICES CONTRACT NO. 042109-PSC

FEDERAL RELATIONS SERVICES

THIS AGREEMENT, made and entered into this 12th day of May, **2009**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Bose Public Affairs Group, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

WITNESSETH: That **BPAG**, 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: The County wishes to retain BPAG to perform certain federal relations in order to support the County’s programs and projects. BPAG will work with the County’s elected officials and staff to develop and execute the County’s federal program to meet the needs of the citizens of the County.

1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.

2. **No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:** The services to be provided under this Agreement are not legal services, but are law-related services, as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct*. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:
 - a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and

 - b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

ARTICLE II – TERM: This Contract shall be effective the date it is signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect until June 30, 2011.

ARTICLE III – EXPENSES: BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG’s representation of the County, such as, but not limited to, shipping charges, mileage chares, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.

ARTICLE IV – INDEMNIFICATION CLAUSE: BPAG 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 BPAG or any of its owners, officers, directors, agents, employees or subcontractors. 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 BPA Group 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 BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in

current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG 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 – A.R.S. §35-397: Pursuant to A.R.S. §35-397 BPAG certifies that it does not have scrutinized business operations in Iran or Sudan.

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. BPAG 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 BPAG:

- a. Fails to perform the work under the contract within the time specified in the “Notice to Proceed”; or
- b. 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
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of BPAG, to any officer or employee of the County

ARTICLE VIII – PAYMENT: The Scope of Services as outlined above will be performed on a not to exceed without written authorization amount of \$ 6,500.00 per month. Additional work,

as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and BPAG.

Compensation shall follow guidelines for A.R.S. §34-221. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the county representative confirming services rendered and authorizing payment.

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 **BPAG**, the **County** agrees to pay the amount of not more than the monthly amount of \$ 6,500.00 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. 042109-PSC
FEDERAL REALTION SERVICES**

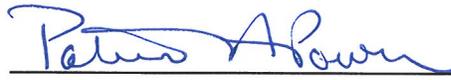
GILA COUNTY:

BOSE PUBLIC AFFAIRS GROUP:

GILA COUNTY BOARD OF SUPERVISORS



Shirley L. Dawson, Chairman, Board of Supervisors

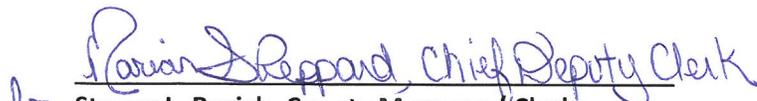


Signature of BPAG



Print Name

ATTEST


for Steven L. Besich, County Manager / Clerk

APPROVED AS TO FORM:



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