

PROFESSIONAL SERVICES AGREEMENT NO. 120114

**LEGAL REPRESENTATION TO THE GILA
COUNTY PERSONNEL COMMISSION**

THIS AGREEMENT, made and entered into this 18TH day of FEBRUARY, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the "County", and Richard V. Husk, P.O. Box 151, Florence, AZ 85132, hereinafter designated the "Firm".

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

ARTICLE I - SCOPE OF SERVICES: The Firm agrees to provide legal representation to the Gila County Personnel Commission. In the performance of these duties under the provisions of this agreement, it is mutually understood and agreed that the Firm, its agent(s), and employee(s), are at all times acting and performing as an independent contractor.

The Firm agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Firm's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Firm is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Firm nor any employee of the Firm shall be deemed an officer, employee, or agent of the County.

DUTIES AND RESPONSIBILITIES

The Firm shall provide duties as follows:

Provide legal advice pertaining to all hearings and matters brought before the Gila County Personnel Commission, prepare documentation and necessary correspondence, attend all hearings and meetings, based on availability. Provide legal advice to the Clerk of the Personnel Commission and provide training, when needed, to the Gila County Personnel Commission.

ARTICLE II - FEES: For the services provided by the Firm under this agreement, financial compensation from the County will be as follows:

- An hourly rate of \$50.00
- Mileage at the current Gila County reimbursement rate
- Per Diem at the current Gila County reimbursement rate
- Hotel expense at the current Gila County reimbursement rate

ARTICLE III -TERMINATION: This Agreement 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 IV - INDEMNIFICATION CLAUSE: The Firm agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Firm, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Firm to indemnify the County to the extent permitted under Arizona Law.

ARTICLE V- INSURANCE REQUIREMENTS: Deleted

ARTICLE VI - ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Firm under this agreement shall be assigned. No rights or obligations of the Firm under this agreement shall be subcontracted by the Firm without prior approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Pursuant to A.R.S. § 41-4401, Firm hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws")- Firm shall further ensure that each approved subcontractor who performs any work for Firm under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Firm and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any approved 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

Agreement subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Firm 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 an approved replacement subcontract as soon as possible so as not to delay completion of Firm's obligations.

Firm shall advise each approved 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."

ARTICLE VIII - LAWS AND ORDINANCES: This Agreement shall be enforced under the laws of the State of Arizona. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm 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 IX - 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 by the County before the effective date of termination.

ARTICLE X - TERM: The term of the contract shall commence on the date it is signed by the County Manager and continue in full force and effect up for a one year period thereafter. The County shall have, the option to renew the contract for two additional one year periods, upon agreement of both parties, unless terminated, canceled or extended as otherwise provided herein.

ARTICLE XI - PAYMENT: Firm shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed **\$7,500.00** for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Firm. Purchase orders sent to the Firm reflect these terms and conditions and they apply to all invoices received by the County.

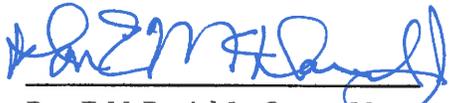
The Firm shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Firm does not have a current W-9.

Invoices: All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St, Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

By signing this Agreement, the Gila County Manager is giving the County's consent to the Firm to allow it to undertake the above-described representation.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, 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.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager

RICHARD V. HUSK



Signature