

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: 02/24/2015	Time Needed: 5 Min
Requesting Department: Finance	Presenter(s) Name: Mary Springer
Motion before the Board: Approve contract with Clarus Companies, LLC in the amount of \$36,000 for professional legislative services (\$3,000 monthly).	
Recommendation: (who, what, where, when, how, etc.) Staff recommends approval	
Background: (why should it be done, what will happen if not approved, etc. include resolution) Clarus has been instrumental in representing Navajo County interests at the State Legislature and staff recommends contract award for the upcoming legislative season.	
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.) Budget in General Fund professional services	
Reviewed and approved by: County Manager County Attorney _____ Human Resources _____ Finance _____ IT _____	
Board Action Taken: Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action <input type="checkbox"/> Continued <input type="checkbox"/> Continued to: Approved with changes as follows <input type="checkbox"/>	
Clerk's Notes: Date: _____ Initial: _____	

REMINDER: Email this coversheet and all backup documentation to **BOS.Clerk** by **4:00 p.m. the Thursday prior to the Managers' meeting. Please be present at the Agenda Meeting to ensure placement on the agenda.**

02/24/15

Clarus – Single Source Justification

Navajo County has contracted with multiple vendors for lobbying services in the previous years to conduct broad based and far reaching campaign to educate a remarkably large number of freshman legislators in the House and Senate on several Navajo County initiatives over the last few years. That effort has been extremely successful particularly with the firm Clarus Companies., LLC representing Navajo County. Legislators understand the economic, social and political impacts that affect Navajo County, epically the state shared revenue components of Navajo County's general fund budgeting. Now that this major component has been established among the current legislative body, the specific items that Navajo County wishes to address can be best served by continuing with the firm that has been successfully working with and representing Navajo County within the legislative body.



CLARUS

February 13, 2015

Navajo County

100 E. Code Talkers Drive

P.O Box 668

Holbrook, AZ 86025

Re: Letter Agreement - Government Relations and Public Relations Services

Dear Jimmy Jayne:

Thank you for considering Clarus Companies, LLC ("Clarus") to represent Navajo County ("Client") in connection with your Government Relations priorities and Public Relations initiatives. Our entire team looks forward to working with you and your organization.

We are providing this letter agreement ("Agreement") setting forth the terms of the services we will be expected to perform, and the basis for our compensation. If you have any questions about the provisions of this Agreement, or if you would like to discuss possible modifications, please contact me.

1. *Scope of Work.* As we have agreed, Clarus will undertake government relations and public relations services that are appropriate in furthering the purposes and interests of the Client as follows:

(a) During legislative sessions, follow all bills from stand-alone bills, to strikers, which may impact Client.

(b) Work closely with legislature to introduce and promote legislation that is beneficial to Client.

(c) Provide regular, ongoing feedback to the Client and its staff on the status of legislative issues and concerns.

(d) While session is adjourned, Clarus will work with Client staff, regulators, and elected officers to form legislative priorities for upcoming sessions.

2. *Compensation and Expenses.* As compensation for performing the services described herein, Clarus will be paid a monthly retainer of Three Thousand Dollars (\$3,000.00)(the "Fee") for providing the services described above. This Fee will be due on the first day of each month. We will attempt to give prompt notice if and when your account becomes delinquent. If any delinquency continues, we have the right to pursue collection of the account. Clarus shall have the right to add a late charge of 1.5% per month (18% per annum) on any amounts due that remain unpaid after sixty (60) days, and Client agrees to pay all reasonable collection fees incurred by Clarus including reasonable attorney's fees.

3. *Term of Engagement.* This engagement will be for a twelve (12) month period and will automatically terminate on the last day of the eighteenth month after signing this Agreement unless renewed in writing by the parties. Client or Clarus may terminate the Agreement at any time for any reason by 90 day written notice. In the event that Clarus terminates the Agreement, we will take reasonably practicable steps to protect Client's interests in the above matters. If Client terminates our services, Client will promptly pay Clarus for all fees incurred prior to the effective date of the termination

4. *Lobbying Disclosure.* The representation will entail work that is considered lobbying under state lobbying disclosure laws. Given the terms set forth above, we anticipate Clarus will be required to register and report our activities on your organization's behalf with the State of Arizona. In turn, you will be required to provide the necessary information to assist us in making such filings.

5. *Conflicts of Interest.* Clarus is not currently, and will not represent another client in Arizona in connection with the specific matters in which we are representing you, if another client's interest in such matters is adverse to yours. Existing or new clients may in the future seek our services in connection with matters which are not substantially related to our work for you. In some lobbying instances, the interests of those clients may be adverse to yours. It must be clearly understood and agreed to that Clarus can not undertake representation of Client without assurance that Client will not seek, on the basis of this representation, to disqualify us from representing other clients in any lobbying matter that is not substantially related to the purposes and interests of Client in this specific matter. We recognize that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where as the result of our representation of you we have obtained sensitive proprietary or otherwise confidential information that, if known to any other client of ours, could be used in another such matter by that client to your disadvantage. Client and Clarus must be continually alert to the development of conflicts. Please contact us immediately if you become aware of a conflict or potential conflict.

6. *Independent Contractor.* During the Term of this Agreement, Clarus shall be an independent contractor and not an employee of the Client and is not entitled to any employee benefits provided by the Client. The Client shall not control or direct the details or means by which the representatives of Clarus perform their work; *provided, however,* that the services of Clarus are subject to the review and approval of the Company. Clarus shall have no authority to bind, obligate or commit Client by any promise or representation.

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7. *Business Expenses.* Client shall promptly reimburse Clarus, on a monthly basis, for all reasonable and necessary business expenses incurred by Clarus in the course of providing the services under the terms of this Agreement; provided, however, that (i) Clarus shall provide to the Client reasonable documentation supporting such business expenses, (ii) any single expense, or group of related expenses, exceeding \$150 must be approved in advance in writing by the Representative and (iii) Consultant shall not be entitled to reimbursement of telephone expenses.

The above provisions outline, in reasonable detail, the agreement between Clarus and Client regarding our Government Relations Consulting Services. If you are in agreement with the terms of this letter Agreement, please sign below and return this letter to me. We are pleased to have this opportunity to represent you and look forward to a successful relationship.

Very truly yours,

/s/ James Candland, Principal

Clarus Companies, LLC.

ACCEPTED AND AGREED

The undersigned, by duly authorized signature below, agrees to engage Clarus Companies, LLC pursuant to the terms set forth in this letter.

[Name of Client]

By _____

Its _____

(Print Name)

(Date)