



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 12/7/2021

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Multiple Vendors (see Procurement Method)

***Project Title/Description:**

Emergency Eviction Legal Services

***Purpose:**

Award: Master Agreement MA-PO-22-050. This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$425,000.00 and includes four (4) one-year renewal options.

Administering Department: Community & Workforce Development

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-PO-2200011 was conducted. Five (5) responses were received. One (1) response was deemed non-responsive. Award is to the responsive and responsible highest scoring respondents.

- Barton Mendez Soto PLLC (Headquarters: Tempe, AZ)
- Ferguson Hill Law PLLC (Headquarters: Tucson, AZ)
- Law Office of Paul Gattone (Headquarters: Tucson, AZ)
- Southern Arizona Legal Aid, Inc. (Headquarters: Tucson, AZ)

PRCUID: 426565

Attachments: Notice of Recommendation for Award and Professional Services Contracts.

***Program Goals/Predicted Outcomes:**

To provide brief legal assistance or full legal representation, as appropriate, to eligible tenants facing eviction.

***Public Benefit:**

Just outcomes for tenants facing eviction and increased housing stability.

***Metrics Available to Measure Performance:**

Department will monitor outcomes and responsiveness of service to ensure contract compliance.

***Retroactive:**

No.

to : COB 12-01-21 (1)

PGS: 62

vers: 1

Contract / Award Information.

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-050
Commencement Date: 1/1/2022 Termination Date: 12/31/2022 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$* 425,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: Grant-Coronavirus Local Fiscal Recovery Fund

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient? Vendor _____

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information.

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____
 Expense or Revenue Increase Decrease Amount This Amendment: \$ _____
Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
 Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Michael Warren, Procurement Officer Michael Warren Digitally signed by Michael Warren Date: 2021.11.29 14:02:11 -0700 Ana Wilber Digitally signed by Ana Wilber Date: 2021.11.29 14:03:49 -0700
Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Date: 2021.11.29 15:45:55 -0700 Telephone: (520) 724-3730
Department Director Signature/Date: Andrew L. Flagg Digitally signed by Andrew Flagg Date: 2021.11.30 16:04:55 -0700
Deputy County Administrator Signature/Date: [Signature] 1. Dec 2021
County Administrator Signature/Date: [Signature] 12/1/2021
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2200000000000000050

MA Version: 1

Page: 1 of 2

Description: Emergency Eviction Legal Services

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: MICHAEL WARREN
	Phone: 5207243730
	Email: michael.warren@pima.gov

T E R M S	Initiation Date: 01-01-2022
	Expiration Date: 12-31-2022
	NTE Amount:
	Used Amount: \$0.00

V E N D O R	Law Office of Paul Gattone	Contact: Paul Gattone
	301 S Convent Avenue	Phone: 520-623-1922
	Tucson AZ 85701	Email: gattonecivilrightslaw@gmail.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
Modification Reason:	
This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$425,000.00 and includes four (4) one-year renewal options.	
Attachment: Professional Services Contract.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000050

MA Version: 1

Page: 2 of 2

Line	Description					
1	Full Representation					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$450.00			
2	Brief Legal Assistance					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$150.00			

Pima County Community and Workforce Development

Project: Emergency Eviction Legal Services

Contractor: Law Office of Paul Gattone
301 S. Convent Ave
Tucson, AZ 85701

Shared Contract Amount: \$425,000.00

Contract No.: MA-PO-22-050

Funding: Coronavirus Local Fiscal Recovery Fund authorized by the American Recovery Plan Act

PROFESSIONAL SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Law Office of Paul Gattone. ("Contractor").
- 1.2. Purpose. Consistent with Board of Supervisors direction March 16, 2021, Pima County Community and Workforce Development requires Emergency Eviction Legal Services.
- 1.3. Authority. County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals. Funds awarded directly to Pima County from the American Rescue Plan Act Coronavirus Local Fiscal Relief Fund may be expended to provide "assistance to households or populations facing negative economic impacts due to COVID-19," including "legal aid to prevent eviction or homelessness." United States Department of Treasury, *Coronavirus State & Local Fiscal Recovery Funds, Interim Final Rule*, 86 Fed. Reg. 26786, 26794 (May 17, 2021).
- 1.4. Solicitation and Other Documents. County previously issued Solicitation No. RFP-PO-2200011, Amendment 2 for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.5. Contractor's Response. Contractor submitted a response to the Solicitation that has been deemed advantageous to County.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on January 1, 2022 and will terminate on December 31, 2022 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to two (2) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services.** Contractor will provide County with the services described in **Exhibit A** (2 pages) upon demand. The Services must comply with all requirements and specifications in the Solicitation.
4. **Practice Standards.** Contractor will at all times comply with the Arizona Rules of Professional Conduct, state and local court rules, and applicable written administrative orders, policies, and procedures established by the Consolidated Justice Court or County. Contractor will satisfy all continuing legal education requirements established by the Arizona Supreme Court.

5. **Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract.
6. **Contractor Representations and Warranties.** Contractor represents and warrants that all the information included in Contractor's response to Solicitation No. RFP-PO-22000011, Amendment 2, previously submitted to County, is true, correct, and complete. Contractor will immediately inform County if anything occurs that causes any item of information in that response to no longer be true, correct, and complete. Contractor shall inform County promptly if any attorney providing services under this Contract has been or becomes subject to any of the following: a criminal charge, a criminal conviction, an investigation by an agency through which a professional license is maintained, any bar complaint against any attorney providing services under this Contract, any disciplinary action taken by the State Bar of Arizona against any attorney providing services under this Contract, any finding of ineffective assistance of counsel against any attorney providing services under this Contract, or the imposition of any court ordered sanction imposed upon any attorney providing services under this Contract.
7. **Compensation and Payment.**
 - 7.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
 - 7.2. Not-to-Exceed (NTE) Amount. County's total of aggregate payments to Contractors under this Contract, including any sales taxes, may not exceed **\$425,000.00** (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
 - 7.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
 - 7.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
 - 7.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item, including the names of Eligible Persons to whom Contractor provides Brief Legal Assistance or Full Representation.
 - 7.6. Invoice Submittal. Invoices are to be sent by email to:

Pima County Office of Eviction Legal Services
Attn: Lenora Anderson
Lenora.Anderson@pima.gov
 - 7.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
8. **Insurance.**
 - 8.1. Required Insurance: Contractor must obtain and maintain, at its own expense, during the entire term of this Contract, the following type(s) and amounts of insurance:

8.1.1. Professional liability insurance in the amount of \$250,000.00 per claim, \$500,000.00 in the aggregate.

8.1.2. If required by law, workers' compensation coverage including employees' liability coverage.

8.2. Current Certificates: Contractor will provide County with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change. County may change the above insurance requirements from time to time. If an attorney does not have a current certificate on file, then the attorney shall be immediately placed on hold and not receive any further assignments until a new certificate is on file with County.

8.3. Approval and Modifications. The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Attorney, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

8.4. Workers' Compensation Coverage for Contractor. Contractor acknowledges that they are a sole proprietor, are performing work as an independent contractor for Pima County, are not the employee of Pima County for workers' compensation purposes, and, therefore, are not entitled to workers' compensation benefits from Pima County. Contractor acknowledges that they understand that if they have any employees working for them, they must maintain workers' compensation insurance on those employees.

9. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

10. Laws and Regulations.

10.1 Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

10.2 Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

10.3 Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

11. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

- 12. Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 13. Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- 14. Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- Contractor and any subcontractor, successor, transferee, or assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented in the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are incorporated by reference and made a part of this Contract. Title VI also includes protection for persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented in the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are incorporated by reference and made a part of this Contract.
- 15. Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 16. Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 17. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
- 18. Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- 19. Termination by County.**
- 19.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 19.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to Contractor when County finds Contractor to be in default of any provision of this Contract.
 - 19.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

20. Notice. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Terri Spencer, Procurement Director
Pima County Procurement
150 W. Congress Street 5th Floor
(520) 724-3722, Terri.Spencer@pima.gov

Contractor: *Law Office of Paul Gattone*
301 S. Convent
Tucson, AZ 85701
(520) 623-1922 *gattonecivilrights@smail.com*

21. Non-Exclusive Contract. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

22. Remedies. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

23. Severability. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

24. Use of County Data. Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

25. Books and Records. Contractor will keep and maintain proper and complete books, records and accounts in accordance with and for the period required by the Arizona Rules of Professional Conduct or other applicable statute or rule. The non-privileged portions of the books, records and accounts will be open at all reasonable times for inspection and audit by duly authorized representatives of County. Unless an applicable statute or rule requires a longer period, Contractor will retain all records relating to this Contract for at least five years after its expiration or termination or until any related pending proceeding or litigation has concluded. If Contractor is still maintaining any files related to its work under this Contract when Contractor shuts down Contractor's law practice, Contractor must notify County so that appropriate arrangements can be made to preserve the files if appropriate.

26. Public Records.

26.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

26.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records.

County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

27. Legal Arizona Workers Act Compliance.

- 27.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 27.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 27.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor 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, Contractor will 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, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 27.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

28. Grant Compliance.

- 28.1. Contractor must have a Data Universal Numbering System (DUNS) number or obtain one before execution of this Contract.
 - 28.2. Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency. The suspension of the any attorney providing services under this Contract by the State of Arizona, an agency of the State, or a department of the Federal Government shall be, at the option of the County, a material breach and grounds for the immediate termination of this Agreement.
 - 28.3. Contractor will comply with all requirements listed in **Exhibit C, Amendment 2: Special Contract Provisions** (2 pages).
- 29. Written Orders.** County will order services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not perform services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract.

In particular, Contractor will not provide services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any services provided in excess of that stated in this Contract are at Contractor's own risk.

- 30. Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
- 31. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 32. Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
- 33. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Professional Services Contract and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

Date



Authorized Officer Signature

Paul Gettowe

Printed Name and Title

11-19-21

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Stacey Roseberry

Print DCA Name

EXHIBIT A: SCOPE OF SERVICES (2 PAGES)
FOR EMERGENCY EVICTION LEGAL SERVICES

1. Definitions.

- 1.1. "Brief Legal Assistance" means providing legal assistance in a single consultation between Contractor and an Eligible Person in relation to the person's eviction matter, without entering an appearance on the Eligible Person's behalf. Brief Legal Assistance may include negotiation with the landlord or landlord's representative. Brief Legal Assistance concludes at the end of the consultation.
- 1.2. "Deferral Period" means a specified period of time, not less than one day nor more than one month, during which County will not refer Eligible Persons to Contractor.
- 1.3. "Eligible Person" means a person to whom County has determined all of the following apply:
 - 1.3.1. The person is a tenant whose residence is located in Pima County.
 - 1.3.2. The person has received a summons or other written notice from their landlord indicating the tenant is at risk of being evicted from their residence.
 - 1.3.3. The person's total household income is equal to or less than 80% of the average median income (AMI) in Pima County, as established by the United States Department of Housing and Urban Development.
- 1.4. "Full Representation" means legal representation of an Eligible Person in an eviction action in which Contractor enters an appearance on behalf of the Eligible Person. Full Representation concludes at the conclusion of an eviction proceeding in the Consolidated Justice Court and does not include representation in any appeal from an eviction judgment.

2. County will:

- 2.1. Provide Contractor with a name, telephone number, and email address of a person who will serve as Contractor's primary point of contact with County. County may change who is the primary point of contact at any time and such change is effective on the date County provides written notice to Contractor.
- 2.2. Determine whether tenants requesting legal services are Eligible Persons.
- 2.3. Refer Eligible Persons to Contractor for Brief Legal Assistance. County will consider Contractor's monthly estimate of Eligible Persons Contractor can serve in making referrals, but may refer Eligible Persons to Contractor at any time unless Contractor has requested a deferral under Section 3.7. County reserves the right to send and withhold referrals from any Contractor at County's discretion.

3. Contractor will:

- 3.1. Provide County with up-to-date email and telephone contact information that can be used to contact Contractor and refer Eligible Tenants to Contractor.
- 3.2. Contact each Eligible Person referred to Contractor by County within 24 hours of referral.
- 3.3. Provide Brief Legal Assistance to each Eligible Person referred to Contractor, unless Contractor determines, in Contractor's independent professional judgment, that the Arizona Rules of Professional Conduct or other law prohibit Contractor from providing Brief Legal Assistance to the Eligible Person. If Contractor is prohibited from providing Brief Legal Assistance to any Eligible Person, Contractor will promptly notify County so that County can refer that Eligible Person to another attorney.
- 3.4. Accept Full Representation for those Eligible Persons who (a) Contractor determines, in Contractor's independent professional judgment have a nonfrivolous basis on which to contest any material issue related to the eviction or to participate in a settlement conference, and (b) Contractor has the ability to provide Full Representation to the Eligible Person.

If Contractor concludes that an Eligible Person has a nonfrivolous basis on which to contest any material issue related to the eviction or to participate in a settlement conference, but Contractor lacks the ability to provide Full Representation to that Eligible Person, Contractor will promptly refer that Eligible Person to County for referral to another attorney.

- 3.5. Track the names of Eligible Persons to whom Contractor provides Brief Legal Assistance and report those names to County, in a form and via means to be specified by County, on a monthly basis.
- 3.6. For each Eligible Person provided Full Representation, collect and provide County, in a form and via means to be specified by County, on a monthly basis the following case-related data:
 - 3.6.1. Names of Plaintiff and Defendant.
 - 3.6.2. Case number assigned by the Consolidated Justice Court.
 - 3.6.3. Reason for the eviction (e.g., nonpayment of rent, other material breach, etc.).
 - 3.6.4. How many continuances were requested and of those how many were granted and for how long.
 - 3.6.5. Case disposition (e.g., dismissal, judgment for plaintiff/defendant, settlement).
 - 3.6.6. Whether Plaintiff was represented.
 - 3.6.7. Judicial assignment.
 - 3.6.8. If a hearing was held, an estimate of how long the hearing lasted.
 - 3.6.9. For cases in which a judgment was entered, whether any post-judgment motions were filed and the nature and disposition of the motions.
- 3.7. Contractor may request any number of Deferral Periods. Any request for a Deferral Period must be made in writing, must specify the start and end date of the Deferral Period, and must precede the beginning of the Deferral Period by at least three business days.

EXHIBIT B: COMPENSATION AND PAYMENT (1 PAGE)OFFEROR'S NAME: Law Office of Paul Gattone

(AMENDED) Offerors must complete the table below. Offerors must propose two fully loaded fixed, flat rates as described below:

Item No.	Item Description:	Est Annual Usage (EAU) (total - all providers)	Unit of Measure (UOM)	Flat Fee
1	Full representation	500	EA	\$ 450.00
2	Brief legal assistance	5000	EA	\$ 150.00

EXHIBIT C, Amendment 2 (2 pages)

SPECIAL CONTRACT PROVISIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND
PROCUREMENT CONTRACTS

1. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury.
2. Federal regulations applicable to this award include, without limitation, the following:
 - a. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - b. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. Contractor certifies that it has not been debarred or suspended and that none of its principals, affiliates or subcontractors are excluded or disqualified.
 - c. New Restrictions on Lobbying, 31 C.F.R. Part 21. Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
 - d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.
 - e. Generally applicable federal environmental laws and regulations. For contracts exceeding \$150,000 financed in whole or in part with federal assistance.
 - i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - ii. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

- f. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:
- i. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.
 - ii. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and **Contractor** should establish workplace safety policies to decrease accidents caused by distracted drivers.

(END EXHIBIT C)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2200000000000000050

MA Version: 1

Page: 1 of 2

Description: Emergency Eviction Legal Services

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: MICHAEL WARREN
	Phone: 5207243730
	Email: michael.warren@pima.gov

T E R M S	Initiation Date: 01-01-2022
	Expiration Date: 12-31-2022
	NTE Amount:
	Used Amount: \$0.00

V E N D O R	Ferguson Hill Law, PLLC	Contact: Trevor Hill
	101 E. Pennington St., #201	Phone: 520-497-3304
	Tucson AZ 85701	Email: Trevor@FergusonHillLaw.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$425,000.00 and includes four (4) one-year renewal options.	
Attachment: Professional Services Contract.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000050

MA Version: 1

Page: 2 of 2

Line	Description					
1	Full Representation					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,250.00			
2	Brief Legal Assistance					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$250.00			

Pima County Community and Workforce Development

Project: Emergency Eviction Legal Services

Contractor: Ferguson Hill Law, PLLC
101 E. Pennington Street, Ste 201
Tucson, AZ 85701

Shared Contract Amount: \$425,000.00

Contract No.: MA-PO-22-050

Funding: Coronavirus Local Fiscal Recovery Fund authorized by the American Recovery Plan Act

PROFESSIONAL SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Ferguson Hill Law, PLLC. ("Contractor").
- 1.2. Purpose. Consistent with Board of Supervisors direction March 16, 2021, Pima County Community and Workforce Development requires Emergency Eviction Legal Services.
- 1.3. Authority. County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals. Funds awarded directly to Pima County from the American Rescue Plan Act Coronavirus Local Fiscal Relief Fund may be expended to provide "assistance to households or populations facing negative economic impacts due to COVID-19," including "legal aid to prevent eviction or homelessness." United States Department of Treasury, *Coronavirus State & Local Fiscal Recovery Funds, Interim Final Rule*, 86 Fed. Reg. 26786, 26794 (May 17, 2021).
- 1.4. Solicitation and Other Documents. County previously issued Solicitation No. RFP-PO-2200011, Amendment 2 for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.5. Contractor's Response. Contractor submitted a response to the Solicitation that has been deemed advantageous to County.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on January 1, 2022 and will terminate on December 31, 2022 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
 - 2.2. Extension Options. County may renew this Contract for up to two (2) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
3. **Scope of Services**. Contractor will provide County with the services described in **Exhibit A** (2 pages) upon demand. The Services must comply with all requirements and specifications in the Solicitation.
 4. **Practice Standards**. Contractor will at all times comply with the Arizona Rules of Professional Conduct, state and local court rules, and applicable written administrative orders, policies, and procedures established by the Consolidated Justice Court or County. Contractor will satisfy all continuing legal education requirements established by the Arizona Supreme Court.

5. **Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract.

6. **Contractor Representations and Warranties.** Contractor represents and warrants that all the information included in Contractor's response to Solicitation No. RFP-PO-22000011, Amendment 2, previously submitted to County, is true, correct, and complete. Contractor will immediately inform County if anything occurs that causes any item of information in that response to no longer be true, correct, and complete. Contractor shall inform County promptly if any attorney providing services under this Contract has been or becomes subject to any of the following: a criminal charge, a criminal conviction, an investigation by an agency through which a professional license is maintained, any bar complaint against any attorney providing services under this Contract, any disciplinary action taken by the State Bar of Arizona against any attorney providing services under this Contract, any finding of ineffective assistance of counsel against any attorney providing services under this Contract, or the imposition of any court ordered sanction imposed upon any attorney providing services under this Contract.

7. Compensation and Payment.

7.1. **Rates; Adjustment.** County will pay Contractor at the rates set forth in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

7.2. **Not-to-Exceed (NTE) Amount.** County's total of aggregate payments to Contractors under this Contract, including any sales taxes, may not exceed **\$425,000.00** (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

7.3. **Sales Taxes.** The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

7.4. **Timing of Invoices.** Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

7.5. **Content of Invoices.** Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item, including the names of Eligible Persons to whom Contractor provides Brief Legal Assistance or Full Representation.

7.6. **Invoice Submittal.** Invoices are to be sent by email to:

Pima County Office of Eviction Legal Services
Attn: Lenora Anderson
Lenora.Anderson@pima.gov

7.7. **Invoice Adjustments.** County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

8. Insurance.

8.1. **Required Insurance:** Contractor must obtain and maintain, at its own expense, during the entire term of this Contract, the following type(s) and amounts of insurance:

8.1.1. Professional liability insurance in the amount of \$250,000.00 per claim, \$500,000.00 in the aggregate.

8.1.2. If required by law, workers' compensation coverage including employees' liability coverage.

8.2. Current Certificates: Contractor will provide County with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change. County may change the above insurance requirements from time to time. If an attorney does not have a current certificate on file, then the attorney shall be immediately placed on hold and not receive any further assignments until a new certificate is on file with County.

8.3. Approval and Modifications. The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Attorney, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

8.4. Workers' Compensation Coverage for Contractor. Contractor acknowledges that they are a sole proprietor, are performing work as an independent contractor for Pima County, are not the employee of Pima County for workers' compensation purposes, and, therefore, are not entitled to workers' compensation benefits from Pima County. Contractor acknowledges that they understand that if they have any employees working for them, they must maintain workers' compensation insurance on those employees.

9. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

10. Laws and Regulations.

10.1 Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

10.2 Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

10.3 Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

11. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

- 12. Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 13. Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- 14. Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

Contractor and any subcontractor, successor, transferee, or assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented in the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are incorporated by reference and made a part of this Contract. Title VI also includes protection for persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented in the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are incorporated by reference and made a part of this Contract.

- 15. Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 16. Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 17. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
- 18. Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- 19. Termination by County.**
- 19.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 19.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to Contractor when County finds Contractor to be in default of any provision of this Contract.
 - 19.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

20. Notice. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Terri Spencer, Procurement Director
Pima County Procurement
150 W. Congress Street 5th Floor
(520) 724-3722, Terri.Spencer@pima.gov

Contractor:

Ferguson Hill Law, PLLC
101 E Pennington St, Ste 201
Tucson, AZ 85701
admin@fhllaz.com

- 21. Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
- 22. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
- 23. Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
- 24. Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).
- 25. Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts in accordance with and for the period required by the Arizona Rules of Professional Conduct or other applicable statute or rule. The non-privileged portions of the books, records and accounts will be open at all reasonable times for inspection and audit by duly authorized representatives of County. Unless an applicable statute or rule requires a longer period, Contractor will retain all records relating to this Contract for at least five years after its expiration or termination or until any related pending proceeding or litigation has concluded. If Contractor is still maintaining any files related to its work under this Contract when Contractor shuts down Contractor's law practice, Contractor must notify County so that appropriate arrangements can be made to preserve the files if appropriate.
- 26. Public Records.**
- 26.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 26.2. Records Marked Confidential: Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records.

County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

27. Legal Arizona Workers Act Compliance.

- 27.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 27.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 27.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor 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, Contractor will 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, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 27.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

28. Grant Compliance.

- 28.1. Contractor must have a Data Universal Numbering System (DUNS) number or obtain one before execution of this Contract.
- 28.2. Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency. The suspension of the any attorney providing services under this Contract by the State of Arizona, an agency of the State, or a department of the Federal Government shall be, at the option of the County, a material breach and grounds for the immediate termination of this Agreement.
- 28.3. Contractor will comply with all requirements listed in **Exhibit C, Amendment 2: Special Contract Provisions** (2 pages).
- 29. Written Orders.** County will order services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not perform services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract.

In particular, Contractor will not provide services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any services provided in excess of that stated in this Contract are at Contractor's own risk.

- 30. Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
- 31. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 32. Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
- 33. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

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This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Professional Services Contract and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors



Authorized Officer Signature

Date

Mariam Ferguson, Partner

Printed Name and Title

11/29/2021

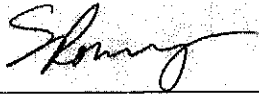
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Stacey Roseberry

Print DCA Name

EXHIBIT A: SCOPE OF SERVICES (2 PAGES)
FOR EMERGENCY EVICTION LEGAL SERVICES

1. Definitions.

- 1.1. "Brief Legal Assistance" means providing legal assistance in a single consultation between Contractor and an Eligible Person in relation to the person's eviction matter, without entering an appearance on the Eligible Person's behalf. Brief Legal Assistance may include negotiation with the landlord or landlord's representative. Brief Legal Assistance concludes at the end of the consultation.
- 1.2. "Deferral Period" means a specified period of time, not less than one day nor more than one month, during which County will not refer Eligible Persons to Contractor.
- 1.3. "Eligible Person" means a person to whom County has determined all of the following apply:
 - 1.3.1. The person is a tenant whose residence is located in Pima County.
 - 1.3.2. The person has received a summons or other written notice from their landlord indicating the tenant is at risk of being evicted from their residence.
 - 1.3.3. The person's total household income is equal to or less than 80% of the average median income (AMI) in Pima County, as established by the United States Department of Housing and Urban Development.
- 1.4. "Full Representation" means legal representation of an Eligible Person in an eviction action in which Contractor enters an appearance on behalf of the Eligible Person. Full Representation concludes at the conclusion of an eviction proceeding in the Consolidated Justice Court and does not include representation in any appeal from an eviction judgment.

2. County will:

- 2.1. Provide Contractor with a name, telephone number, and email address of a person who will serve as Contractor's primary point of contact with County. County may change who is the primary point of contact at any time and such change is effective on the date County provides written notice to Contractor.
- 2.2. Determine whether tenants requesting legal services are Eligible Persons.
- 2.3. Refer Eligible Persons to Contractor for Brief Legal Assistance. County will consider Contractor's monthly estimate of Eligible Persons Contractor can serve in making referrals, but may refer Eligible Persons to Contractor at any time unless Contractor has requested a deferral under Section 3.7. County reserves the right to send and withhold referrals from any Contractor at County's discretion.

3. Contractor will:

- 3.1. Provide County with up-to-date email and telephone contact information that can be used to contact Contractor and refer Eligible Tenants to Contractor.
- 3.2. Contact each Eligible Person referred to Contractor by County within 24 hours of referral.
- 3.3. Provide Brief Legal Assistance to each Eligible Person referred to Contractor, unless Contractor determines, in Contractor's independent professional judgment, that the Arizona Rules of Professional Conduct or other law prohibit Contractor from providing Brief Legal Assistance to the Eligible Person. If Contractor is prohibited from providing Brief Legal Assistance to any Eligible Person, Contractor will promptly notify County so that County can refer that Eligible Person to another attorney.
- 3.4. Accept Full Representation for those Eligible Persons who (a) Contractor determines, in Contractor's independent professional judgment have a nonfrivolous basis on which to contest any material issue related to the eviction or to participate in a settlement conference, and (b) Contractor has the ability to provide Full Representation to the Eligible Person.

If Contractor concludes that an Eligible Person has a nonfrivolous basis on which to contest any material issue related to the eviction or to participate in a settlement conference, but Contractor lacks the ability to provide Full Representation to that Eligible Person, Contractor will promptly refer that Eligible Person to County for referral to another attorney.

- 3.5. Track the names of Eligible Persons to whom Contractor provides Brief Legal Assistance and report those names to County, in a form and via means to be specified by County, on a monthly basis.
- 3.6. For each Eligible Person provided Full Representation, collect and provide County, in a form and via means to be specified by County, on a monthly basis the following case-related data:
 - 3.6.1. Names of Plaintiff and Defendant.
 - 3.6.2. Case number assigned by the Consolidated Justice Court.
 - 3.6.3. Reason for the eviction (e.g., nonpayment of rent, other material breach, etc.).
 - 3.6.4. How many continuances were requested and of those how many were granted and for how long.
 - 3.6.5. Case disposition (e.g., dismissal, judgment for plaintiff/defendant, settlement).
 - 3.6.6. Whether Plaintiff was represented.
 - 3.6.7. Judicial assignment.
 - 3.6.8. If a hearing was held, an estimate of how long the hearing lasted.
 - 3.6.9. For cases in which a judgment was entered, whether any post-judgment motions were filed and the nature and disposition of the motions.
- 3.7. Contractor may request any number of Deferral Periods. Any request for a Deferral Period must be made in writing, must specify the start and end date of the Deferral Period, and must precede the beginning of the Deferral Period by at least three business days.

EXHIBIT B: COMPENSATION AND PAYMENT (1 PAGE)

OFFEROR'S NAME: Ferguson Hill Law, PLLC

(AMENDED) Offerors must complete the table below. Offerors must propose two fully loaded fixed, flat rates as described below:

Item No.	Item Description:	Est Annual Usage (EAU) (total – all providers)	Unit of Measure (UOM)	Flat Fee
1	Full representation	500	EA	\$ 1250
2	Brief legal assistance	5000	EA	\$ 250

EXHIBIT C, Amendment 2 (2 pages)

SPECIAL CONTRACT PROVISIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND
PROCUREMENT CONTRACTS

1. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury.
2. Federal regulations applicable to this award include, without limitation, the following:
 - a. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - b. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. Contractor certifies that it has not been debarred or suspended and that none of its principals, affiliates or subcontractors are excluded or disqualified.
 - c. New Restrictions on Lobbying, 31 C.F.R. Part 21. Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
 - d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.
 - e. Generally applicable federal environmental laws and regulations. For contracts exceeding \$150,000 financed in whole or in part with federal assistance.
 - i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - ii. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

- f. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:
- i. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.
 - ii. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should; to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and **Contractor** should establish workplace safety policies to decrease accidents caused by distracted drivers.

(END EXHIBIT C)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2200000000000000050

MA Version: 1

Page: 1 of 2

Description: Emergency Eviction Legal Services

I S S U E R	Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701 Issued By: MICHAEL WARREN Phone: 5207243730 Email: michael.warren@pima.gov
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T E R M S	Initiation Date: 01-01-2022 Expiration Date: 12-31-2022 <table border="1"><tr><td>NTE Amount:</td></tr><tr><td>Used Amount: \$0.00</td></tr></table>	NTE Amount:	Used Amount: \$0.00
NTE Amount:			
Used Amount: \$0.00			

V E N D O R	SOUTHERN AZ LEGAL AID INC 2343 E BROADWAY BLVD STE 200 TUCSON AZ 85719-6007	Contact: JANET WISEMAN Phone: 520-623-9465 Email: jwiseman@sazlegalaid.org Terms: 0.00 % Days: 30
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Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
Modification Reason This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$425,000.00 and includes four (4) one-year renewal options. Attachment: Professional Services Contract.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000050

MA Version: 1

Page: 2 of 2

Line	Description					
1	Full Representation					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,500.00			
2	Brief Legal Assistance					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$500.00			

Pima County Community and Workforce Development

Project: Emergency Eviction Legal Services

Contractor: Southern Arizona Legal Aid, Inc
2343 E. Broadway Blvd, Ste. 200
Tucson, AZ 85719-6007

Shared Contract Amount: \$425,000.00

Contract No.: MA-PO-22-050

Funding: Coronavirus Local Fiscal Recovery Fund authorized by the American Recovery Plan Act

PROFESSIONAL SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Southern Arizona Legal Aid, Inc. ("Contractor").
- 1.2. Purpose. Consistent with Board of Supervisors direction March 16, 2021, Pima County Community and Workforce Development requires Emergency Eviction Legal Services.
- 1.3. Authority. County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals. Funds awarded directly to Pima County from the American Rescue Plan Act Coronavirus Local Fiscal Relief Fund may be expended to provide "assistance to households or populations facing negative economic impacts due to COVID-19," including "legal aid to prevent eviction or homelessness." United States Department of Treasury, *Coronavirus State & Local Fiscal Recovery Funds, Interim Final Rule*, 86 Fed. Reg. 26786, 26794 (May 17, 2021).
- 1.4. Solicitation and Other Documents. County previously issued Solicitation No. RFP-PO-2200011, Amendment 2 for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.5. Contractor's Response. Contractor submitted a response to the Solicitation that has been deemed advantageous to County.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on January 1, 2022 and will terminate on December 31, 2022 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to two (2) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A** (2 pages) upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Practice Standards. Contractor will at all times comply with the Arizona Rules of Professional Conduct, state and local court rules, and applicable written administrative orders, policies, and procedures established by the Consolidated Justice Court or County. Contractor will satisfy all continuing legal education requirements established by the Arizona Supreme Court.

5. **Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract.

6. **Contractor Representations and Warranties.** Contractor represents and warrants that all the information included in Contractor's response to Solicitation No. RFP-PO-22000011, Amendment 2, previously submitted to County, is true, correct, and complete. Contractor will immediately inform County if anything occurs that causes any item of information in that response to no longer be true, correct, and complete. Contractor shall inform County promptly if any attorney providing services under this Contract has been or becomes subject to any of the following: a criminal charge, a criminal conviction, an investigation by an agency through which a professional license is maintained, any bar complaint against any attorney providing services under this Contract, any disciplinary action taken by the State Bar of Arizona against any attorney providing services under this Contract, any finding of ineffective assistance of counsel against any attorney providing services under this Contract, or the imposition of any court ordered sanction imposed upon any attorney providing services under this Contract.

7. **Compensation and Payment.**

7.1. **Rates; Adjustment.** County will pay Contractor at the rates set forth in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

7.2. **Not-to-Exceed (NTE) Amount.** County's total of aggregate payments to Contractors under this Contract, including any sales taxes, may not exceed **\$425,000.00** (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

7.3. **Sales Taxes.** The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

7.4. **Timing of Invoices.** Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

7.5. **Content of Invoices.** Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item, including the names of Eligible Persons to whom Contractor provides Brief Legal Assistance or Full Representation.

7.6. **Invoice Submittal.** Invoices are to be sent by email to:

Pima County Office of Eviction Legal Services
Attn: Lenora Anderson
Lenora.Anderson@pima.gov

7.7. **Invoice Adjustments.** County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

8. **Insurance.**

8.1. **Required Insurance:** Contractor must obtain and maintain, at its own expense, during the entire term of this Contract, the following type(s) and amounts of insurance:

8.1.1. Professional liability insurance in the amount of \$250,000.00 per claim, \$500,000.00 in the aggregate.

8.1.2. If required by law, workers' compensation coverage including employees' liability coverage.

8.2. Current Certificates: Contractor will provide County with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change. County may change the above insurance requirements from time to time. If an attorney does not have a current certificate on file, then the attorney shall be immediately placed on hold and not receive any further assignments until a new certificate is on file with County.

8.3. Approval and Modifications. The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Attorney, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

8.4. Workers' Compensation Coverage for Contractor. Contractor acknowledges that they are a sole proprietor, are performing work as an independent contractor for Pima County, are not the employee of Pima County for workers' compensation purposes, and, therefore, are not entitled to workers' compensation benefits from Pima County. Contractor acknowledges that they understand that if they have any employees working for them, they must maintain workers' compensation insurance on those employees.

9. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

10. Laws and Regulations.

10.1 Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

10.2 Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

10.3 Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

11. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

12. Subcontractors. Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

13. Assignment. Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

14. Non-Discrimination. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

Contractor and any subcontractor, successor, transferee, or assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented in the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are incorporated by reference and made a part of this Contract. Title VI also includes protection for persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented in the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are incorporated by reference and made a part of this Contract.

15. Americans with Disabilities Act. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

16. Authority to Contract. Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

17. Full and Complete Performance. The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

18. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

19. Termination by County.

19.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

19.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to Contractor when County finds Contractor to be in default of any provision of this Contract.

19.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

20. Notice. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Terri Spencer, Procurement Director
Pima County Procurement
150 W. Congress Street 5th Floor
(520) 724-3722, Terri.Spencer@pima.gov

Contractor:

*Southwestern Arizona Legal Aid, Inc.
2343 E. Broadway, Suite 207
Tucson, AZ 85719*

21. Non-Exclusive Contract. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

22. Remedies. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

23. Severability. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

24. Use of County Data. Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

25. Books and Records. Contractor will keep and maintain proper and complete books, records and accounts in accordance with and for the period required by the Arizona Rules of Professional Conduct or other applicable statute or rule. The non-privileged portions of the books, records and accounts will be open at all reasonable times for inspection and audit by duly authorized representatives of County. Unless an applicable statute or rule requires a longer period, Contractor will retain all records relating to this Contract for at least five years after its expiration or termination or until any related pending proceeding or litigation has concluded. If Contractor is still maintaining any files related to its work under this Contract when Contractor shuts down Contractor's law practice, Contractor must notify County so that appropriate arrangements can be made to preserve the files if appropriate.

26. Public Records.

26.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

26.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records.

County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

27. Legal Arizona Workers Act Compliance.

- 27.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 27.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 27.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor 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, Contractor will 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, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 27.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

28. Grant Compliance.

- 28.1. Contractor must have a Data Universal Numbering System (DUNS) number or obtain one before execution of this Contract.
- 28.2. Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency. The suspension of the any attorney providing services under this Contract by the State of Arizona, an agency of the State, or a department of the Federal Government shall be, at the option of the County, a material breach and grounds for the immediate termination of this Agreement.
- 28.3. Contractor will comply with all requirements listed in **Exhibit C, Amendment 2: Special Contract Provisions** (2 pages).
- 29. Written Orders.** County will order services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not perform services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract.

In particular, Contractor will not provide services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any services provided in excess of that stated in this Contract are at Contractor's own risk.

- 30. Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
- 31. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 32. Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
- 33. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Professional Services Contract and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors



Authorized Officer Signature

Date

Anthony L. Young, Executive Director

Printed Name and Title

11-29-2021

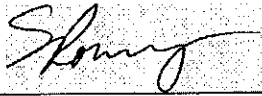
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Stacey Roseberry

Print DCA Name

EXHIBIT A: SCOPE OF SERVICES (2 PAGES)
FOR EMERGENCY EVICTION LEGAL SERVICES

1. Definitions.

- 1.1. "Brief Legal Assistance" means providing legal assistance in a single consultation between Contractor and an Eligible Person in relation to the person's eviction matter, without entering an appearance on the Eligible Person's behalf. Brief Legal Assistance may include negotiation with the landlord or landlord's representative. Brief Legal Assistance concludes at the end of the consultation.
- 1.2. "Deferral Period" means a specified period of time, not less than one day nor more than one month, during which County will not refer Eligible Persons to Contractor.
- 1.3. "Eligible Person" means a person to whom County has determined all of the following apply:
 - 1.3.1. The person is a tenant whose residence is located in Pima County.
 - 1.3.2. The person has received a summons or other written notice from their landlord indicating the tenant is at risk of being evicted from their residence.
 - 1.3.3. The person's total household income is equal to or less than 80% of the average median income (AMI) in Pima County, as established by the United States Department of Housing and Urban Development.
- 1.4. "Full Representation" means legal representation of an Eligible Person in an eviction action in which Contractor enters an appearance on behalf of the Eligible Person. Full Representation concludes at the conclusion of an eviction proceeding in the Consolidated Justice Court and does not include representation in any appeal from an eviction judgment.

2. County will:

- 2.1. Provide Contractor with a name, telephone number, and email address of a person who will serve as Contractor's primary point of contact with County. County may change who is the primary point of contact at any time and such change is effective on the date County provides written notice to Contractor.
- 2.2. Determine whether tenants requesting legal services are Eligible Persons.
- 2.3. Refer Eligible Persons to Contractor for Brief Legal Assistance. County will consider Contractor's monthly estimate of Eligible Persons Contractor can serve in making referrals, but may refer Eligible Persons to Contractor at any time unless Contractor has requested a deferral under Section 3.7. County reserves the right to send and withhold referrals from any Contractor at County's discretion.

3. Contractor will:

- 3.1. Provide County with up-to-date email and telephone contact information that can be used to contact Contractor and refer Eligible Tenants to Contractor.
- 3.2. Contact each Eligible Person referred to Contractor by County within 24 hours of referral.
- 3.3. Provide Brief Legal Assistance to each Eligible Person referred to Contractor, unless Contractor determines, in Contractor's independent professional judgment, that the Arizona Rules of Professional Conduct or other law prohibit Contractor from providing Brief Legal Assistance to the Eligible Person. If Contractor is prohibited from providing Brief Legal Assistance to any Eligible Person, Contractor will promptly notify County so that County can refer that Eligible Person to another attorney.
- 3.4. Accept Full Representation for those Eligible Persons who (a) Contractor determines, in Contractor's independent professional judgment have a nonfrivolous basis on which to contest any material issue related to the eviction or to participate in a settlement conference, and (b) Contractor has the ability to provide Full Representation to the Eligible Person.

If Contractor concludes that an Eligible Person has a nonfrivolous basis on which to contest any material issue related to the eviction or to participate in a settlement conference, but Contractor lacks the ability to provide Full Representation to that Eligible Person, Contractor will promptly refer that Eligible Person to County for referral to another attorney.

- 3.5. Track the names of Eligible Persons to whom Contractor provides Brief Legal Assistance and report those names to County, in a form and via means to be specified by County, on a monthly basis.
- 3.6. For each Eligible Person provided Full Representation, collect and provide County, in a form and via means to be specified by County, on a monthly basis the following case-related data:
 - 3.6.1. Names of Plaintiff and Defendant.
 - 3.6.2. Case number assigned by the Consolidated Justice Court.
 - 3.6.3. Reason for the eviction (e.g., nonpayment of rent, other material breach, etc.).
 - 3.6.4. How many continuances were requested and of those how many were granted and for how long.
 - 3.6.5. Case disposition (e.g., dismissal, judgment for plaintiff/defendant, settlement).
 - 3.6.6. Whether Plaintiff was represented.
 - 3.6.7. Judicial assignment.
 - 3.6.8. If a hearing was held, an estimate of how long the hearing lasted.
 - 3.6.9. For cases in which a judgment was entered, whether any post-judgment motions were filed and the nature and disposition of the motions.
- 3.7. Contractor may request any number of Deferral Periods. Any request for a Deferral Period must be made in writing, must specify the start and end date of the Deferral Period, and must precede the beginning of the Deferral Period by at least three business days.

EXHIBIT B: COMPENSATION AND PAYMENT (1 PAGE)OFFEROR'S NAME: SOUTHERN ARIZONA LEGAL AID, INC.

(AMENDED) Offerors must complete the table below. Offerors must propose two fully loaded fixed, flat rates as described below:

Item No.	Item Description:	Est Annual Usage (EAU) (total – all providers)	Unit of Measure (UOM)	Flat Fee
1	Full representation	500	EA	\$ 1,500.00
2	Brief legal assistance	5000	EA	\$ 500.00

EXHIBIT C, Amendment 2 (2 pages)**SPECIAL CONTRACT PROVISIONS****U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND
PROCUREMENT CONTRACTS**

1. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury.
2. Federal regulations applicable to this award include, without limitation, the following:
 - a. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - b. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. Contractor certifies that it has not been debarred or suspended and that none of its principals, affiliates or subcontractors are excluded or disqualified.
 - c. New Restrictions on Lobbying, 31 C.F.R. Part 21. Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
 - d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.
 - e. Generally applicable federal environmental laws and regulations. For contracts exceeding \$150,000 financed in whole or in part with federal assistance.
 - i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - ii. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

- f. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:
- i. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.
 - ii. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and **Contractor** should establish workplace safety policies to decrease accidents caused by distracted drivers.

(END EXHIBIT C)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: 2200000000000000050

MA Version: 1

Page: 1 of 2

Description: Emergency Eviction Legal Services

I S S U E R	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p>Issued By: MICHAEL WARREN Phone: 5207243730 Email: michael.warren@pima.gov</p>
--	---

T E R M S	<p>Initiation Date: 01-01-2022 Expiration Date: 12-31-2022</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>NTE Amount: Used Amount: \$0.00</p> </div>
----------------------------------	---

V E N D O R	<p>Barton Mendez Soto PLLC 401 W. BASELINE RD STE 205 TEMPE AZ 85283</p>	<p>Contact: James Barton Phone: 602-616-0535 Email: james@bartonmendezsoto.com Terms: 0.00 % Days: 30</p>
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Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
<p>This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$425,000.00 and includes four (4) one-year renewal options.</p> <p>Attachment: Professional Services Contract.</p>	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000050

MA Version: 1

Page: 2 of 2

Line	Description					
1	Full Representation					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,250.00			
2	Brief Legal Assistance					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$750.00			

Pima County Community and Workforce Development

Project: Emergency Eviction Legal Services

Contractor: Barton Mendez Soto PLLC
401 W. Baseline Road, Ste. 205
Tempe, AZ 85283

Shared Contract Amount: \$425,000.00

Contract No.: MA-PO-22-050

Funding: Coronavirus Local Fiscal Recovery Fund authorized by the American Recovery Plan Act

PROFESSIONAL SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Barton Mendez Soto PLLC. ("Contractor").
- 1.2. Purpose. Consistent with Board of Supervisors direction March 16, 2021, Pima County Community and Workforce Development requires Emergency Eviction Legal Services.
- 1.3. Authority. County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals. Funds awarded directly to Pima County from the American Rescue Plan Act Coronavirus Local Fiscal Relief Fund may be expended to provide "assistance to households or populations facing negative economic impacts due to COVID-19," including "legal aid to prevent eviction or homelessness." United States Department of Treasury, *Coronavirus State & Local Fiscal Recovery Funds, Interim Final Rule*, 86 Fed. Reg. 26786, 26794 (May 17, 2021).
- 1.4. Solicitation and Other Documents. County previously issued Solicitation No. RFP-PO-220011, Amendment 2 for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.5. Contractor's Response. Contractor submitted a response to the Solicitation that has been deemed advantageous to County.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on January 1, 2022 and will terminate on December 31, 2022 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to two (2) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A** (2 pages) upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Practice Standards. Contractor will at all times comply with the Arizona Rules of Professional Conduct, state and local court rules, and applicable written administrative orders, policies, and procedures established by the Consolidated Justice Court or County. Contractor will satisfy all continuing legal education requirements established by the Arizona Supreme Court.

5. **Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract.

6. **Contractor Representations and Warranties.** Contractor represents and warrants that all the information included in Contractor's response to Solicitation No. RFP-PO-22000011, Amendment 2, previously submitted to County, is true, correct, and complete. Contractor will immediately inform County if anything occurs that causes any item of information in that response to no longer be true, correct, and complete. Contractor shall inform County promptly if any attorney providing services under this Contract has been or becomes subject to any of the following: a criminal charge, a criminal conviction, an investigation by an agency through which a professional license is maintained, any bar complaint against any attorney providing services under this Contract, any disciplinary action taken by the State Bar of Arizona against any attorney providing services under this Contract, any finding of ineffective assistance of counsel against any attorney providing services under this Contract, or the imposition of any court ordered sanction imposed upon any attorney providing services under this Contract.

7. **Compensation and Payment.**

7.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

7.2. Not-to-Exceed (NTE) Amount. County's total of aggregate payments to Contractors under this Contract, including any sales taxes, may not exceed **\$425,000.00** (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

7.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

7.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

7.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item, including the names of Eligible Persons to whom Contractor provides Brief Legal Assistance or Full Representation.

7.6. Invoice Submittal. Invoices are to be sent by email to:

Pima County Office of Eviction Legal Services
Attn: Lenora Anderson
Lenora.Anderson@pima.gov

7.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

8. **Insurance.**

8.1. Required Insurance. Contractor must obtain and maintain, at its own expense, during the entire term of this Contract, the following type(s) and amounts of insurance:

8.1.1. Professional liability insurance in the amount of \$250,000.00 per claim, \$500,000.00 in the aggregate.

8.1.2. If required by law, workers' compensation coverage including employees' liability coverage.

8.2. Current Certificates: Contractor will provide County with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change. County may change the above insurance requirements from time to time. If an attorney does not have a current certificate on file, then the attorney shall be immediately placed on hold and not receive any further assignments until a new certificate is on file with County.

8.3. Approval and Modifications. The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Attorney, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

8.4. Workers' Compensation Coverage for Contractor. Contractor acknowledges that they are a sole proprietor, are performing work as an independent contractor for Pima County, are not the employee of Pima County for workers' compensation purposes, and, therefore, are not entitled to workers' compensation benefits from Pima County. Contractor acknowledges that they understand that if they have any employees working for them, they must maintain workers' compensation insurance on those employees.

9. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

10. Laws and Regulations.

10.1 Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

10.2 Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

10.3 Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

11. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

- 12. Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 13. Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- 14. Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

Contractor and any subcontractor, successor, transferee, or assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented in the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are incorporated by reference and made a part of this Contract. Title VI also includes protection for persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented in the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are incorporated by reference and made a part of this Contract.

- 15. Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 16. Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 17. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
- 18. Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- 19. Termination by County.**
- 19.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 19.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to Contractor when County finds Contractor to be in default of any provision of this Contract.
 - 19.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

20. Notice. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Terri Spencer, Procurement Director
Pima County Procurement
150 W. Congress Street 5th Floor
(520) 724-3722, Terri.Spencer@pima.gov

Contractor:

Barton Mendez Soto PLLC
401 West Baseline Road, Suite 205
Tempe, Arizona 85283
(480) 550-5165, James@BartonMendezSoto.com

- 21. Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
- 22. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
- 23. Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
- 24. Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).
- 25. Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts in accordance with and for the period required by the Arizona Rules of Professional Conduct or other applicable statute or rule. The non-privileged portions of the books, records and accounts will be open at all reasonable times for inspection and audit by duly authorized representatives of County. Unless an applicable statute or rule requires a longer period, Contractor will retain all records relating to this Contract for at least five years after its expiration or termination or until any related pending proceeding or litigation has concluded. If Contractor is still maintaining any files related to its work under this Contract when Contractor shuts down Contractor's law practice, Contractor must notify County so that appropriate arrangements can be made to preserve the files if appropriate.
- 26. Public Records.**
- 26.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 26.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records.

County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

27. Legal Arizona Workers Act Compliance.

- 27.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 27.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 27.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor 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, Contractor will 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, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 27.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

28. Grant Compliance.

- 28.1. Contractor must have a Data Universal Numbering System (DUNS) number or obtain one before execution of this Contract.
 - 28.2. Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency. The suspension of the any attorney providing services under this Contract by the State of Arizona, an agency of the State, or a department of the Federal Government shall be, at the option of the County, a material breach and grounds for the immediate termination of this Agreement.
 - 28.3. Contractor will comply with all requirements listed in **Exhibit C, Amendment 2: Special Contract Provisions** (2 pages).
- 29. Written Orders.** County will order services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not perform services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract.

In particular, Contractor will not provide services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any services provided in excess of that stated in this Contract are at Contractor's own risk.

- 30. Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
- 31. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 32. Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
- 33. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Professional Services Contract and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

Chair, Board of Supervisors

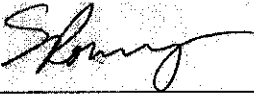
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Stacey Roseberry

Print DCA Name

CONTRACTOR



Authorized Officer Signature

James E. Barton II / Partner

Printed Name and Title

11/23/2021

Date

EXHIBIT A: SCOPE OF SERVICES (2 PAGES)
FOR EMERGENCY EVICTION LEGAL SERVICES

1. Definitions.

- 1.1. "Brief Legal Assistance" means providing legal assistance in a single consultation between Contractor and an Eligible Person in relation to the person's eviction matter, without entering an appearance on the Eligible Person's behalf. Brief Legal Assistance may include negotiation with the landlord or landlord's representative. Brief Legal Assistance concludes at the end of the consultation.
- 1.2. "Deferral Period" means a specified period of time, not less than one day nor more than one month, during which County will not refer Eligible Persons to Contractor.
- 1.3. "Eligible Person" means a person to whom County has determined all of the following apply:
 - 1.3.1. The person is a tenant whose residence is located in Pima County.
 - 1.3.2. The person has received a summons or other written notice from their landlord indicating the tenant is at risk of being evicted from their residence.
 - 1.3.3. The person's total household income is equal to or less than 80% of the average median income (AMI) in Pima County, as established by the United States Department of Housing and Urban Development.
- 1.4. "Full Representation" means legal representation of an Eligible Person in an eviction action in which Contractor enters an appearance on behalf of the Eligible Person. Full Representation concludes at the conclusion of an eviction proceeding in the Consolidated Justice Court and does not include representation in any appeal from an eviction judgment.

2. County will:

- 2.1. Provide Contractor with a name, telephone number, and email address of a person who will serve as Contractor's primary point of contact with County. County may change who is the primary point of contact at any time and such change is effective on the date County provides written notice to Contractor.
- 2.2. Determine whether tenants requesting legal services are Eligible Persons.
- 2.3. Refer Eligible Persons to Contractor for Brief Legal Assistance. County will consider Contractor's monthly estimate of Eligible Persons Contractor can serve in making referrals, but may refer Eligible Persons to Contractor at any time unless Contractor has requested a deferral under Section 3.7. County reserves the right to send and withhold referrals from any Contractor at County's discretion.

3. Contractor will:

- 3.1. Provide County with up-to-date email and telephone contact information that can be used to contact Contractor and refer Eligible Tenants to Contractor.
- 3.2. Contact each Eligible Person referred to Contractor by County within 24 hours of referral.
- 3.3. Provide Brief Legal Assistance to each Eligible Person referred to Contractor, unless Contractor determines, in Contractor's independent professional judgment, that the Arizona Rules of Professional Conduct or other law prohibit Contractor from providing Brief Legal Assistance to the Eligible Person. If Contractor is prohibited from providing Brief Legal Assistance to any Eligible Person, Contractor will promptly notify County so that County can refer that Eligible Person to another attorney.
- 3.4. Accept Full Representation for those Eligible Persons who (a) Contractor determines, in Contractor's independent professional judgment have a nonfrivolous basis on which to contest any material issue related to the eviction or to participate in a settlement conference, and (b) Contractor has the ability to provide Full Representation to the Eligible Person.

If Contractor concludes that an Eligible Person has a nonfrivolous basis on which to contest any material issue related to the eviction or to participate in a settlement conference, but Contractor lacks the ability to provide Full Representation to that Eligible Person, Contractor will promptly refer that Eligible Person to County for referral to another attorney.

- 3.5. Track the names of Eligible Persons to whom Contractor provides Brief Legal Assistance and report those names to County, in a form and via means to be specified by County, on a monthly basis.
- 3.6. For each Eligible Person provided Full Representation, collect and provide County, in a form and via means to be specified by County, on a monthly basis the following case-related data:
 - 3.6.1. Names of Plaintiff and Defendant.
 - 3.6.2. Case number assigned by the Consolidated Justice Court.
 - 3.6.3. Reason for the eviction (e.g., nonpayment of rent, other material breach, etc.).
 - 3.6.4. How many continuances were requested and of those how many were granted and for how long.
 - 3.6.5. Case disposition (e.g., dismissal, judgment for plaintiff/defendant, settlement).
 - 3.6.6. Whether Plaintiff was represented.
 - 3.6.7. Judicial assignment.
 - 3.6.8. If a hearing was held, an estimate of how long the hearing lasted.
 - 3.6.9. For cases in which a judgment was entered, whether any post-judgment motions were filed and the nature and disposition of the motions.
- 3.7. Contractor may request any number of Deferral Periods. Any request for a Deferral Period must be made in writing, must specify the start and end date of the Deferral Period, and must precede the beginning of the Deferral Period by at least three business days.

EXHIBIT B: COMPENSATION AND PAYMENT (1 PAGE)**OFFEROR'S NAME: Barton Mendez Soto PLLC**

(AMENDED) Offerors must complete the table below. Offerors must propose two fully loaded fixed, flat rates as described below:

Item No.	Item Description:	Est Annual Usage (EAU) (total – all providers)	Unit of Measure (UOM)	Flat Fee
1	Full representation	500	EA	\$ 1,250.00
2	Brief legal assistance	5000	EA	\$ 750.00

EXHIBIT C, Amendment 2 (2 pages)

SPECIAL CONTRACT PROVISIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND
PROCUREMENT CONTRACTS

1. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury.
2. Federal regulations applicable to this award include, without limitation, the following:
 - a. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - b. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. Contractor certifies that it has not been debarred or suspended and that none of its principals, affiliates or subcontractors are excluded or disqualified.
 - c. New Restrictions on Lobbying, 31 C.F.R. Part 21. Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
 - d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.
 - e. Generally applicable federal environmental laws and regulations. For contracts exceeding \$150,000 financed in whole or in part with federal assistance.
 - i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - ii. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

- f. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:
- i. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.
 - ii. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and **Contractor** should establish workplace safety policies to decrease accidents caused by distracted drivers.

(END EXHIBIT C)