



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 8/08/2023

or Procurement Director Award: ☐

** = Mandatory, information must be provided*

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

Struck Love Bojanowski & Acedo, PLC

***Project Title/Description:**

Legal Representation of Pima County in Taylor v. Pima County, et al.

***Purpose:**

Contractor will represent Pima County in Taylor v. Pima County, et al., Federal District Court Case No. 4:15-CV-00152-TUC-RM.

***Procurement Method:**

Legal services for pending or anticipated litigation are exempt under Procurement code 11.04.020.

***Program Goals/Predicted Outcomes:**

Contractor will continue to represent Pima County in Taylor v. Pima County, et al.

***Public Benefit:**

No or reduced payout from the Risk Management Tort Fund or General Fund.

***Metrics Available to Measure Performance:**

Contractor will invoice County on a monthly basis unless a different billing period is set forth. 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.

***Retroactive:**

No.

TO: COB 7-26-2023 (2)
Vers: 18
pgs: 3

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** _____

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? _____

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: CT Department Code: FN Contract Number (i.e., 15-123): 21*151
Amendment No.: 6 AMS Version No.: 11/18/20
Commencement Date: 8/24/2023 New Termination Date: 8/23/2024
Prior Contract No. (Synergen/CMS): _____

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 0.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

***Funding Source(s) required: Risk Management Tort Fund**

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: Stefanie Gillie

Department: PCAO Civil Division

Telephone: (520) 724-4026

Department Director Signature: [Signature] Date: 7/17/2023

Deputy County Administrator Signature: [Signature] Date: _____

County Administrator Signature: [Signature] Date: 7/18/23

Pima County Attorney's Office

Project: Representation of Pima County in Taylor v. Pima County, et al.

Contractor: Struck Love Bojanowski & Acedo, PLC
3100 W Ray Rd, Ste 300
Chandler AZ 85226

Contract No.: CT-FN-21*151

Contract Amendment No.: 06

Orig. Contract Term: 8/25/2020 – 8/24/2021	Orig. Amount:	\$ 50,000.00
Termination Date Prior Amendment: 8/23/2023	Prior Amendments Amount:	\$ 545,000.00
Termination Date This Amendment: 8/23/2024	This Amendment Amount:	\$ 0.00
	Revised Total Amount:	\$ 595,000.00

CONTRACT AMENDMENT # 6

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On August 25, 2020, County and Contractor entered into the above referenced agreement to provide legal services to Pima County in *Taylor v. Pima County, et al.*, Federal District Court Case No. 4:15-CV-00152-TUC-RM.

1.2. Purpose. County requires continuing services and requires additional time to perform those services, commencing August 24, 2023.

2. Term. The County is exercising the third extension option to renew the contract for one additional year commencing on August 24, 2023 and terminating on August 23, 2024. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. 5.1 Rates. The parties have revised Section 5.1 Rates to include the following language:

Contractor will notify County in writing if Contractor intends to use attorneys or staff not previously listed on the Contract, and before Contractor invoices County pursuant to Section 5.5.

4. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the

term of the Contract that the Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chair, Board of Supervisors

Date

CONTRACTOR



Authorized Officer Signature

Daniel P. Struck
Printed Name and Title

July 17, 2023
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM AND CONTENT



Chief Civil Deputy

7/17/2023
Date