



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 12/17/2024

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Barton Mendez Soto PLLC  
Ferguson Hill Filous, PLLC  
Law Office of Paul Gattone  
Southern AZ Legal Aid, Inc.

**\*Project Title/Description:**

Emergency Eviction Legal Services

**\*Purpose:**

Amendment of Award: Supplier Contract No. SC2400002343, Amendment No. 05. This Amendment exercises the remaining annual renewal options commencing on 01/01/2025 and terminating on 12/31/2026, adds a partial shared annual award amount of \$505,000.00 from the available remaining renewal amounts for a cumulative not-to-exceed contract amount of \$1,780,000.00, and appends the Heat Injury and Illness Prevention and Safety Plan provision to the contract pursuant to Pima County Procurement Code 11.40.030. Administering Department: Community & Workforce Development.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, on 12/07/2021, the Board of Supervisors approved an award of contract for an initial term of one (1) year and a shared annual award amount of \$425,000.00 with four (4) one-year renewal options.

On 04/19/2022, the Procurement Director approved Amendment No. 01, which revised Subsection 7.5, Content of Invoices under Section 7, Compensation and Payment.

On 11/02/2022, the Procurement Director approved Amendment No. 02, which replaced Exhibit B: Compensation and Payment for Ferguson Hill Law PLLC.

On 12/23/2022, the Procurement Director approved Amendment No. 03 which extended the termination date to 12/31/2023, added the shared annual award amount of \$425,000.00 for a cumulative not-to-exceed contract amount of \$850,000.00 and appended the Forced Labor of Ethnic Uyghurs provision to the contract, pursuant to A.R.S. § 35-394. Three (3) one-year renewal options remained.

On 11/30/2023, the Procurement Director approved Amendment No. 04, which extended the termination date to 12/31/2024, added the shared annual award amount of \$425,000.00 for a cumulative not-to-exceed contract amount of \$1,275,000.00 and updated the legal name for Ferguson Hill Law, PLLC to Ferguson Hill Filous, PLLC. Two (2) one-year renewal options remained.

PRCUID: 426565

Attachment: Contract Amendments No. 05.

**\*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: 11/26/24 (1)

Vers: 1

Pgs: 8

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: SC Department Code: PO Contract Number (i.e., 15-123): SC2400002343

Amendment No.: 05 AMS Version No.: N/A

Commencement Date: 01/01/25 New Termination Date: 12/31/26

Prior Contract No. (Synergen/CMS): MA-PO-22-050

Expense Revenue Increase Decrease

Amount This Amendment: \$ 505,000.00

Is there revenue included? Yes No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: Grant - Coronavirus Local Fiscal Recovery 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: Procurement Officer: Kelsey Braun-Shirley Division Manager: Ana Wilber

Department: Procurement Director: Terri Spencer Telephone: 520-724-7466

Department Director Signature: [Signature] Date: 11/18/2024
Deputy County Administrator Signature: [Signature] Date: 22 Nov 2024
County Administrator Signature: [Signature] Date: 11/22/2024

**Pima County Community and Workforce Development**

**Project: Emergency Eviction Legal Services**

**Contractor: Barton Mendez Soto PLLC**

**Contract No.: SC2400002343 (formerly MA-PO-22-050)**

**Contract Amendment No.: 05**

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<b>Orig. Contract Term:</b> 01/01/2022 - 12/31/2022	<b>Orig. Amount:</b>	\$ 425,000.00
<b>Termination Date Prior Amendment:</b> 12/31/2024	<b>Prior Amendments Amount:</b>	\$ 850,000.00
<b>Termination Date This Amendment:</b> 12/31/2026	<b>This Amendment Amount:</b>	\$ 505,000.00
	<b>Revised Total Amount:</b>	\$ 1,780,000.00

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**CONTRACT AMENDMENT**

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

**1. Background and Purpose.**

1.1. Background. On December 7, 2021, County and Contractor entered into the above referenced agreement to provide emergency eviction legal services.

1.2. Purpose. County requires continuing services to provide increased housing stability.

**2. Term.** The parties agree to extend the contract term for two additional years commencing on January 1, 2025 and terminating on December 31, 2026. 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. Maximum Payment Amount.** The maximum amount the County will spend under this Contract, as set forth in Section 7.2, is increased by \$505,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$1,780,000.00.

**4. Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

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

This contract template has been approved as to form by the Pima County Attorney's Office.

**PIMA COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
Chair, Board of Supervisors

*James E. Barton II*  
\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

James E. Barton II / Partner  
\_\_\_\_\_  
Printed Name and Title

10/21/2024  
\_\_\_\_\_  
Date

**Pima County Community and Workforce Development**

**Project: Emergency Eviction Legal Services**

**Contractor: Ferguson Hill Filous, PLLC**

**Contract No.: SC2400002343 (formerly MA-PO-22-050)**

**Contract Amendment No.: 05**

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**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

Trevor R. Hill, Partner

\_\_\_\_\_  
Printed Name and Title

10/29/24

\_\_\_\_\_  
Date

**Pima County Community and Workforce Development**

**Project: Emergency Eviction Legal Services**

**Contractor: Law Office of Paul Gattone**

**Contract No.: SC2400002343 (formerly MA-PO-22-050)**

**Contract Amendment No.: 05**

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**PIMA COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Officer Signature  
*Paul Gattone - Owner*  
\_\_\_\_\_  
Printed Name and Title  
*10/22/24*  
\_\_\_\_\_  
Date



**Pima County Community and Workforce Development**

**Project: Emergency Eviction Legal Services**

**Contractor: Southern AZ Legal Aid Inc.**

**Contract No.: SC2400002343 (formerly MA-PO-22-050)**

**Contract Amendment No.: 05**

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**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

Anthony L. Young, Esq., Executive Director  
\_\_\_\_\_  
Printed Name and Title

October 23, 2024  
\_\_\_\_\_  
Date