



Contract Number: CT-FN-12 * 1410-05
Effective Date: 6-17-14
Term Date: 1-11-2015
Cost: \$25,000.-
Revenue: _____
Total: _____ NTE: _____
Action: 10-1-14
Renewal By: _____
Term: 1-11-15
Reviewed by: [Signature]

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: June 17, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

The Pima County Attorney's Office, Civil Division is submitting the attached contract amendment to the Board of Supervisors for approval of a needed increase in contract funding.

Attorney Ronna L. Fickbohm of the Law Firm Fletcher, Struse, Fickbohm & Marvel, P.L.C. has been providing legal services in the form of legal advice to the Pima County Board of Supervisors and, if needed, legal representation of the Pima County Public Fiduciary and the Board in connection with the claim filed by Ginger Rodgers Rappeport.

Amendment #05 will update and revise the name of the CONTRACTOR from Slosser Struse PLC to Fletcher, Struse, Fickbohm & Marvel, P.L.C. In addition, Amendment #05 will increase the contract funding amount by an additional \$ 25,000.00 to a total not-to-exceed amount \$275,000.00 to cover the anticipated cost of legal services provided by Ronna L. Fickbohm of Fletcher, Struse, Fickbohm & Marvel, P.L.C.

CONTRACT NUMBER (If applicable): CT-FN-12*1410

STAFF RECOMMENDATION(S):

Pima County Attorney's Office, Civil Division recommends the approval of this contract amendment with Fletcher, Struse, Fickbohm & Marvel P.L.C.

CORPORATE HEADQUARTERS: Fletcher, Struse, Fickbohm & Marvel, P.L.C.
6750 N. Oracle Road
Tucson, AZ 85704

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Ver. 11
Vendor: 1
Pgs. 2

To: CHH - 6-6-14 By Dept
CoB - 6-9-14
Agenda 6-17-14
Addendum (1)

Procure Dept 05/09/14 PM 02:27

JUN 09 14 PM 03:31 PC CLK OF BD

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$ 25,000.00 and/or REVENUE TO PIMA COUNTY: None

FUNDING SOURCE(S): Risk Management Tort Fund
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	x
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IMPACT:

IF APPROVED: Fletcher, Struse, Fickbohm & Marvel, P.L.C. will provide legal advice and legal representation to the Pima County Board of Supervisors.

IF DENIED: Fletcher, Struse, Fickbohm & Marvel, P.L.C. will not provide legal services and legal advice to the Pima County Board of Supervisors.

DEPARTMENT NAME: Pima County Attorney's Office, Civil Division

CONTACT PERSON: Sonya Lazo - Paralegal TELEPHONE NO.: 740-5550

PIMA COUNTY ATTORNEY'S OFFICE

PROJECT: Legal Representation of the Public Fiduciary
In Claim by Ginger Rodgers Rappeport

CONTRACTOR: Fletcher Struse Fickbohm & Marvel PLC

CONTRACT NO.: CT-FN-120000000000000001410

CONTRACT AMENDMENT NO.: Five (#05)

CONTRACT

NO. CT-FN-120000000000000001410

AMENDMENT NO. 05

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

ORIG. CONTRACT TERM: 01/11/2011 – 01/11/2013

TERMINATION DATE PRIOR AMENDMENT: 01/11/2015

TERMINATION THIS AMENDMENT: 01/11/2015

ORIG. CONTRACT AMOUNT: \$ 50,000.00

PRIOR AMENDMENTS: \$200,000.00

AMOUNT THIS AMENDMENT: \$ 25,000.00

REVISED CONTRACT AMOUNT: \$275,000.00

CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, CONTRACTOR has had a legal change of name from Slosser Struse PLC to Fletcher Struse Fickbohm & Marvel PLC; and

WHEREAS, COUNTY and CONTRACTOR have agreed to revise and update the name of CONTRACTOR as it appears in this contract to Fletcher Struse Fickbohm & Marvel PLC; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Paragraph 3 – Compensation and Payment, have agreed to increase the contract amount to allow payment for the continued provision of legal services as agreed under the terms of the contract.

NOW, THEREFORE, it is agreed as follows:

CHANGE: CONTRACTOR name as it appears on this contract:

From: Slosser Struse PLC

To: Fletcher Struse Fickbohm & Marvel PLC

CHANGE: PARAGRAPH 3 – COMPENSATION AND PAYMENT:

From: "Payments made to CONTRACTOR pursuant to this Contract shall not exceed, in total, \$50,000.00."

To: "Payments made to CONTRACTOR pursuant to this Contract shall not exceed, in total, \$275,000.00."

The effective date of this Amendment shall be when signed by all parties.

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

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

CONTRACTOR:

Signature

PONNATICK BATH, Member
Name and Title (Please Print) P.L.C.

June 4, 2014
Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM:



Deputy County Attorney

6/6/14
Date

APPROVED AS TO CONTENT



Department Head

6/6/14
Date