



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 2/21/2017

or Procurement Director Award [ ]

Contractor/Vendor Name (DBA): Mesch, Clark & Rothschild, PC

Project Title/Description: Paradigm DKD Group, LLC Litigation.

Purpose: Contractor will continue to represent the Pima County Assessor in connection with the matters relating to public records and other documents.

Procurement Method: Not applicable to amendments.

Program Goals/Predicted Outcomes: To successfully represent the Pima County Assessor in connection with the matters relating to public records and other documents, including the litigation entitled Paradigm DKD Group, LLC v. Pima County et al.

Public Benefit: To have a qualified firm represent the Pima County Assessor.

Metrics Available to Measure Performance: Contractor will submit invoices to the county on a monthly basis or upon completion of a specific task, whichever is sooner. Contractor will provide County with a letter report detailing activities performed as a part of each invoice.

Retroactive: No.

Original Information

Document Type: Department Code: Contract Number (i.e., 15-123): Effective Date: Termination Date: Prior Contract Number (Synergen/CMS): Expense Amount: Revenue Amount: Funding Source(s):

Cost to Pima County General Fund:

Contract is fully or partially funded with Federal Funds? Were insurance or indemnity clauses modified? Vendor is using a Social Security Number?

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: CT Department Code: FN Contract Number (i.e., 15-123): 14\*531 Amendment No.: 1 AMS Version No.: 4 Effective Date: 2-21-2017 New Termination Date: June 12, 2018 Expense Revenue Increase Decrease Amount This Amendment: \$25,000 Funding Source(s): FN - General Contingency Fund

Cost to Pima County General Fund: \$25,000

To: CWB - 2-15-17 Pgs. 3 Addendum

Vertical stamp: 02/15/2017 11:02 AM

Handwritten initials: W

Procurement Dept 02/15/2017 11:02 AM

Contact: Marilee Weston

Department: PCAO - Civil, BTU

Telephone: (520) 724-8274

Department Director Signature/Date:

**TOM WEAVER**

*[Handwritten Signature]* 2/13/17

Deputy County Administrator Signature/Date:

*[Handwritten Signature]* 2-14-17

County Administrator Signature/Date:

*(Required for Board Agenda/Addendum Items)*

*[Handwritten Signature]* 2/14/17

<b>PIMA COUNTY ATTORNEY</b>  <b>PROJECT:</b> Paradigm Litigation  <b>CONTRACTOR:</b> Mesch Clark & Rothschild PC  <b>CONTRACT NO.:</b> CT-FN-14*531  <b>CONTRACT AMENDMENT NO.:</b> One (01)	<b>CONTRACT</b>
	<b>NO.</b> <u>CT-FN-14-531</u>
	<b>AMENDMENT NO.</b> <u>01</u>
	This number must appear on all invoices, correspondence and documents pertaining to this contract.

<b>ORIG. CONTRACT TERM:</b> 06/13/2014 to 06/12/2017	<b>ORIG. CONTRACT AMOUNT:</b> \$50,000.00
<b>TERMINATION DATE PRIOR AMENDMENT:</b> n/a	<b>PRIOR AMENDMENTS:</b> \$ 0.00
<b>TERMINATION THIS AMENDMENT:</b> 06/12/2018	<b>AMOUNT THIS AMENDMENT:</b> \$25,000.00
	<b>REVISED CONTRACT AMOUNT:</b> \$75,000.00

**CONTRACT AMENDMENT**

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

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article I - Term, have agreed to extend the Contract term for a period of one year; and

WHEREAS, CONTRACTOR and COUNTY have agreed to increase the contract amount to allow payment for the continued provision of legal guidance and representation of Pima County Assessor Bill Staples during the extended term of the contract; and

WHEREAS, Pima County standard contract terms in articles 4 and 25 have been updated since the original contract was signed;

NOW, THEREFORE, it is agreed as follows:

**CHANGE:** ARTICLE I – TERM AND EXTENSIONS/RENEWAL/CHANGES:

From: "... commenced on June 13, 2014, and shall continue for a period of three years..."

To: "...commenced on June 13, 2014, and shall continue for a period of four years..."

**CHANGE:** ARTICLE III – COMPENSATION AND PAYMENT:

From: "Payments made to CONTRACTOR pursuant to this Contract shall not exceed...\$50,000."

To: " Payments made to CONTRACTOR pursuant to this Contract shall not exceed...\$75,000."

**REPLACE:** ARTICLE 4 – INSURANCE:

With: "The Insurance Requirements herein are minimum requirements for this Contract and in no way limits the indemnity covenants contained in this Contract. Contractor shall furnish Pima County with certificates of insurance for the coverages required by this Contract.

**4.1 Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all obligations have been discharged, insurance coverages with limits of liability not less than those stated below.

4.1.1 **Professional Liability (Errors and Omissions) Insurance** – Policy limits of \$1,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

4.1.2 **Workers' Compensation and Employers' Liability** – Arizona statutory requirements and benefits for workers' compensation as required for employers of one or more employees. The policy shall contain a waiver of subrogation endorsement.

Note: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor or Independent Contractor waiver form.

**4.2 Approval and Modifications:**

Pima County Risk Management reserves the right to review or make modifications to the insurance requirements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action."

**ADD:** ARTICLE 25 – ISRAEL BOYCOTT CERTIFICATION:

**"25. ISRAEL BOYCOTT CERTIFICATION:** CONTRACTOR hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01 (eff.8/6/16). Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract."

The effective date of this Amendment is February 21, 2017.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

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

**APPROVED:**

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

\_\_\_\_\_  
Date

**MESCH CLARK & ROTHSCHILD, PC:**

  
\_\_\_\_\_  
Signature

Paul Lewis, Attorney  
\_\_\_\_\_  
Name and Title (Please Print)

February 06, 2017  
\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of Board

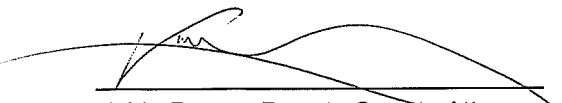
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Tom Weaver, Chief Civil Deputy County Attorney

2-2-17  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

2/1/17  
\_\_\_\_\_  
Date