



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Requested Board Meeting Date: 8/19/2024

or Procurement Director Award:

* = Mandatory, information must be provided

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

Mesch, Clark & Rothschild, PC

***Project Title/Description:**

Legal Representation of Pima County in Deschenes v. Pima County, et al., C20180857

***Purpose:**

Contractor will represent Pima County in Deschenes v. Pima County, et al., C20180857.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Contractor will successfully represent Pima County in Deschenes v. Pima County, et al., C20180857.

***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, 8-2-24 (1)
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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? If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds?

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified?
If Yes, attach Risk's approval.

Vendor is using a Social Security Number?
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*368
Amendment No.: 5 AMS Version No.: 1
Commencement Date: 8/19/2024 New Termination Date: N/A
Expense Revenue Increase Decrease
Prior Contract No. (Synergen/CMS): _____
Amount This Amendment: \$ 75,000.00

Is there revenue included? If Yes \$ _____

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

Funding from General Fund? If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

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? If Yes \$ _____ % _____

*Match funding from other sources? 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: _____ Date: 7/24/2024

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: _____ Date: 7/24/2024

Pima County Attorney's Office

Project: Legal Representation of Pima County in Deschenes v. Pima County, et al., C20180857

**Contractor: Mesch, Clark & Rothschild, PC
259 N. Meyer Ave.
Tucson, AZ 85701**

Contract No.: CT-FN-21*368

Contract Amendment No.: 05

Orig. Contract Term: 3/25/2021 – 3/24/2022	Orig. Amount:	\$ 20,000.00
Termination Date Prior Amendment: 3/24/2025	Prior Amendments Amount:	\$230,000.00
Termination Date This Amendment: 3/24/2025	This Amendment Amount:	\$ 75,000.00
	Revised Total Amount:	\$325,000.00

CONTRACT AMENDMENT # 5

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

1. Background and Purpose.

1.1. **Background.** On March 25, 2021, County and Contractor entered into the above referenced agreement to provide legal representation of Pima County in Deschenes v. Pima County, et al., C20180857.

1.2. **Purpose.** County requires continuing services and requires additional funds to perform those services, commencing August 19, 2024.

2. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Section 5.2, is increased by \$75,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$325,000.00.

3. 3.3 In an unexpected circumstance or emergency, Contractor may substitute another suitably trained and skilled attorney from the same law firm to complete a one-time or short-term task.

4. 4.5 Invoices. The parties have revised Section 4.5 Invoices to include the following language:

The Pima County Attorney's Office (PCAO) reserves the right to review invoices for mathematical errors, duplicative billing, and attorney training time (including time for alternative attorneys to catch up on cases or matters for which they must read and conduct research in order to substitute for the original attorney where the original named attorney is not available). PCAO reserves the right to refuse payment for such items that lack a reasonable explanation. While it may be reasonable to pay for initial familiarization with an individual case, County will not pay such expenses for a second or third time if, for reasons beyond its control,

the case is transferred to another attorney within the contracting attorney's law firm. Additionally, PCAO reserves the right to refuse payment for invoiced services for Key Personnel not listed on this Contract.

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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

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM AND CONTENT



Chief Civil Deputy

7/24/2024

Date

CONTRACTOR



Authorized Officer Signature

Barney M. Holtzman, VP

Printed Name and Title

7/24/2024

Date