



Contract Number: CT-FN-14\*402-02  
 Effective Date: 2-10-15  
 Term Date: 3-24-16  
 Cost: \$50,000.-  
 Revenue: \_\_\_\_\_  
 Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
 Action: \_\_\_\_\_  
 Renewal By: 12-1-15  
 Term: 3-24-16  
 Reviewed by: HR

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: February 10, 2015

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

The Pima County Attorney's Office, Civil Division, is submitting this amended contract for approval to the Board of Supervisor's due to a needed increase in contract funding and a term extension.

Under the leadership of Ms. Leslie Katz, the Tucson-based firm Montgomery & Associates has been providing expert consultation services to the Pima County Risk Management Office pertaining to the Shannon Road/El Camino Del Cerro Water Quality Assurance Revolving Fund (WQARF) Site in Tucson, Arizona. Specifically, Montgomery & Asso. has reviewed the first draft of the Remedial Investigation (RI) report prepared by Arizona Department of Environmental Quality (ADEQ) and prepared a critical technical review for inclusion with Pima County's comments on the RI submitted to ADEQ. ADEQ's continued efforts to discount all other potential sources for aquifer contamination both north and east of the WQARF site, isolating Pima County as the only responsible party, necessitates continued critical analysis of ADEQ's efforts.

Amendment 02 increases the contract funding amount by \$50,000.00 to a total not-to-exceed amount of \$120,000.00 to cover the cost of continuing expert consultation services.

CONTRACT NUMBER (If applicable): CT-FN-14\*402

**STAFF RECOMMENDATION(S):**

Pima County Attorney's Office, Civil Division recommends the approval of this contract amendment with Montgomery & Associates.

CORPORATE HEADQUARTERS: Montgomery & Associates  
1550 E. Prince Road, Tucson, AZ 85719

Ver. 5  
 Vendor-1  
 Pgs. 2

To: CHH - 1-29-15  
 CoB - 2-3-15  
 (1) Agenda 2-10-15  
 Addendum

Procure Dept 02/02/15 PM0347

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \$50,000.00 and/or REVENUE TO PIMA COUNTY: \$ None

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

**Advertised Public Hearing:**

		YES	X	NO
--	--	-----	---	----

**Board of Supervisors District:**

1		2		3		4		5		All	X
---	--	---	--	---	--	---	--	---	--	-----	---

**IMPACT:**

**IF APPROVED:** Expert Consultation services will be provided to the County. These services are critical in support of the County's interests pertaining to the Shannon Road/El Camino Del Cerro WQARF Site. Pima County owned and operated the El Camino Del Cerro (CDC) Landfill from about 1973 to 1978.

**IF DENIED:** Expert Consultation services will not be provided to the County. This would place the County at risk of substantial damages in the matter of Shannon Road/El Camino Del Cerro WQARF Site.

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

CONTACT PERSON: Stacey Bowman TELEPHONE NO.: 740-5227

<b>PIMA COUNTY ATTORNEY</b>  <b>PROJECT: Professional Consultation Services</b>  <b>CONSULTANT: Errol L. Montgomery &amp; Associates, Inc.</b>  <b>CONTRACT NO.: CT-FN-14*402</b>  <b>CONTRACT AMENDMENT NO.: Two (#02)</b>	<b>CONTRACT</b>
	<b>NO. CT-FN-14000000000000000000402</b> <b>AMENDMENT NO. 02</b> This number must appear on all invoices, correspondence and documents pertaining to this contract.

<b>ORIG. CONTRACT TERM:</b> 03/24/2014 - 03/24/2015	<b>ORIG. CONTRACT AMOUNT:</b> \$ 45,000.00
<b>TERMINATION DATE PRIOR AMENDMENT:</b> N/A	<b>PRIOR AMENDMENTS:</b> \$ 25,000.00
<b>TERMINATION THIS AMENDMENT:</b> 03/24/2016	<b>AMOUNT THIS AMENDMENT:</b> \$ 50,000.00
	<b>REVISED CONTRACT AMOUNT:</b> \$120,000.00

**CONTRACT AMENDMENT**

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

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

WHEREAS, CONSULTANT and COUNTY have agreed to increase the contract amount to allow payment for the continued provision of expert consultation and/or testimony as agreed under the terms of the contract;

NOW, THEREFORE, it is agreed as follows:

**CHANGE: ARTICLE I - TERM:**

From: "... and shall continue until March 24, 2015..."

To: "... and shall continue until March 24, 2016..."

**CHANGE: ARTICLE III - PAYMENT:**

From: "Payments made to CONSULTANT pursuant to this Contract shall not exceed, in total, \$70,000.00."

To: "Payments made to CONSULTANT pursuant to this Contract shall not exceed, in total, \$120,000.00."

This Amendment shall be effective when signed by all parties.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

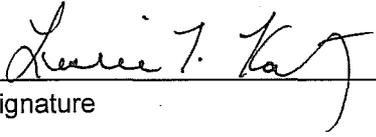
IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

**APPROVED:**

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

\_\_\_\_\_  
Date

**CONSULTANT:**

  
\_\_\_\_\_  
Signature

Leslie T. Katz, Principal & Project  
Name and Title (Please Print) Manager

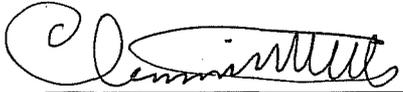
1/26/15  
\_\_\_\_\_  
Date

**ATTEST**

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

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Chief Civil Deputy County Attorney

1-15-15  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
**TOBIN ROSEN**  
Deputy County Attorney

1/15/15  
\_\_\_\_\_  
Date