



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 8/19/2024

*\* = Mandatory, Information must be provided*

or Procurement Director Award: ☐

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

Humphrey & Petersen, P.C.

**\*Project Title/Description:**

Representation of Pima County and Mark Napier in Murillo v. Pima County, et al., C20201462

**\*Purpose:**

Additional time and funding needed.

**\*Procurement Method:**

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

**\*Program Goals/Predicted Outcomes:**

Contractor will continue to successfully represent Pima County and Mark Napier in Murillo v. Pima County, et al., C20201462.

**\*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.7-31-24(1)  
Vers: 0  
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? ☐ 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: CT Department Code: FN Contract Number (i.e., 15-123): 21\*150  
Amendment No.: 06 AMS Version No.: 1  
Commencement Date: 8/19/2024 New Termination Date: N/A  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 20,000.00

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

**\*Funding Source(s) required:** Risk Management Tort 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: Stefanie Gillie

Department: PCAO Civil Division

Telephone: (520) 724-4026

Department Director Signature: \_\_\_\_\_ Date: 7/22/2024

Deputy County Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

County Administrator Signature: \_\_\_\_\_ Date: 7/24/24

**Pima County Attorney's Office**

**Project:** Representation of Pima County and Mark Napier in *Murillo v. Pima County, et al.*, C20201462

**Contractor:** Humphrey & Petersen, P.C.  
3861 E. 3<sup>rd</sup> Street  
Tucson, AZ 85716-4646  
Mesa, Arizona 85204

**Contract No.:** CT-FN-21\*150

**Contract Amendment No.:** 06

<b>Orig. Contract Term:</b> 8/28/2020 – 8/27/2021	<b>Orig. Amount:</b>	\$100,000.00
<b>Termination Date Prior Amendment:</b> 8/27/2024	<b>Prior Amendments Amount:</b>	\$255,000.00
<b>Termination Date This Amendment:</b> 8/27/2024	<b>This Amendment Amount:</b>	\$ 20,000.00
	<b>Revised Total Amount:</b>	\$375,000.00

**CONTRACT AMENDMENT # 6**

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

**1. Background and Purpose.**

1.1. Background. On August 28, 2020, County and Contractor entered into the above referenced agreement to provide representation of Pima County and Mark Napier in *Murillo v. Pima County, et al.*, C20201462.

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 \$20,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$375,000.00.

**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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

**CONTRACTOR**

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

Andrew Peters, owner  
\_\_\_\_\_  
Printed Name and Title

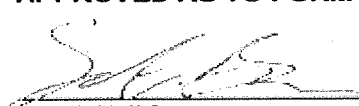
7.23.24  
\_\_\_\_\_  
Date

**ATTEST**

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND CONTENT**

  
\_\_\_\_\_  
Chief Civil Deputy

7/22/2024  
\_\_\_\_\_  
Date