



Contract number: CT-FN-14 \* 278-01  
 Effective Date : 7-31-14  
 Term Date : 6-30-15  
 Cost : \$80,000.-  
 Revenue : \_\_\_\_\_  
 Total : \_\_\_\_\_ NTE: \_\_\_\_\_  
 Action  
 Renewal By : 4-1-15  
 Term : 6-30-15  
 Reviewed by: UR

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: August 05, 2014

**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 Supervisors due to a needed increase in contract funding, a term extension, and a change in scope of legal representation.

Under the leadership of Ms. Sandy Collins, the Virginia based firm Hunton & Williams, L.L.P. has been providing legal services to the Pima County Risk Management Office pertaining to insurance coverage and environmental litigation.

Amendment No. 01 extends the Contract term for a period of six months with a termination date of June 30, 2015; and increases the contract funding amount by \$80,000.00 to a total not-to-exceed amount of \$130,000.00 to cover the cost of continuing legal counsel and representation. In addition, Amendment No. 01 will change the Scope of Legal Representation to include a) ongoing assistance in connection with the Draft Remedial Investigation Reports and the anticipated Feasibility Study Reports prepared by the Arizona Department of Environmental Quality as they relate to Broadway-Pantano WQARF site, b) insurance coverage claim preparation and analysis of environmental insurance litigation applicable to WQARF, and c) ongoing advice in connection with CERCLA.

CONTRACT NUMBER (If applicable): CT-FN-14\*0278

**STAFF RECOMMENDATION(S):**

Pima County Attorney's Office, Civil Division recommends the approval of this contract amendment with Hunton & Williams, L.L.P.

CORPORATE HEADQUARTERS: **Hunton & Williams, L.L.P**  
**Riverfront Plaza, East Tower**  
**951 East Byrd St.**  
**Richmond, VA 23219-4074**

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To: COB - 7-23-14  
 Agenda - 8-5-14  
 (1)  
 Ver. 2  
 Vendor - 1  
 Pgs. 3

Procure Dept 07/01/14 PM02:14

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

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

PIMA COUNTY COST: \$80,000.00 and/or REVENUE TO PIMA COUNTY: \$ None

FUNDINGSOURCE(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
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**Board of Supervisors District:**

1		2		3		4		5		All	X
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**IMPACT:**

**IF APPROVED:** Outside legal services will be provided to the County. These services are critical in support of the County's interest pertaining to the Shannon Road/El Camino Del Cerro Landfill and the Broadway-Pantano WQARF site.

**IF DENIED:** Outside legal services will not be provided to the County. This would place the County at risk of substantial damages that could potentially arise from environmental litigation as it pertains to Shannon Road/El Camino Del Cerro Landfill and the Broadway-Pantano WQARF site.

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

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

<b>PIMA COUNTY ATTORNEY</b>  <b>PROJECT: Legal Services</b>  <b>CONTRACTOR: Hunton &amp; Williams, L.L.P.</b>  <b>CONTRACT NO.: CT-FN-14000000000000000278</b>  <b>CONTRACT AMENDMENT NO.: One (01)</b>	<b>CONTRACT</b>
	<b>NO. CT-FN-14000000000000000278</b> <b>AMENDMENT NO. 01</b> This number must appear on all invoices, correspondence and documents pertaining to this contract.

<b>ORIG. CONTRACT TERM:</b> 01/17/2014 – 12/31/2014	<b>ORIG. CONTRACT AMOUNT:</b>	\$ 50,000.00
<b>TERMINATION DATE PRIOR AMENDMENT:</b> N/A	<b>PRIOR AMENDMENTS:</b>	N/A
<b>TERMINATION THIS AMENDMENT:</b> 6/30/2015	<b>AMOUNT OF THIS AMENDMENT:</b>	\$ 80,000.00
	<b>REVISED CONTRACT AMOUNT:</b>	\$ 130,000.00

**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 six months; and

WHEREAS, CONSULTANT and CONTRACTOR, have agreed to amend Article 2.1 - Scope of Legal Representation, as set forth more fully below; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article 3 – COMPENSATION and PAYMENT, have agreed to increase the contract amount to allow payment for the continued provision of legal services during the extended term of the contract;

NOW, THEREFORE, it is agreed as follows:

**CHANGE: ARTICLE I - TERM:**

From: "... will continue until December 31, 2014..."

To: "... will continue until June 30, 2015..."

**CHANGE: ARTICLE 2.1 –Scope of Legal Representation:**

From: "CONTRACTOR will provide as-needed legal advice and representation related to (a) the County's insurance coverage for liability related to environmental matters; and (b) environmental and toxic tort litigation and administrative matters. The Chief Civil Deputy Pima County Attorney, or his designee, will, from time to time, describe in writing the specific matters with respect to which CONTRACTOR is to provide services under this CONTRACT, and the specific scope of the services to be rendered. CONTRACTOR will not represent or advise the COUNTY with respect to any matter except as requested by the Chief Civil Deputy."

To: "CONTRACTOR will provide as-needed legal advice and representation related to (a) the County's insurance coverage for liability related to environmental matters; and (b) environmental and toxic tort litigation; (c) ongoing assistance in connection with the previously issued Draft Remedial Investigation Report prepared by the Arizona

Department of Environmental Quality (ADEQ), and the anticipated issuance of a Feasibility Study, all in connection with the Shannon Rd/El Camino Del Cerro Water Quality Assurance Revolving Fund (WQARF) site; (d) ongoing assistance in connection with the previously issued Draft Remedial Investigation Report prepared by ADEQ, and the anticipated issuance of a Feasibility Study, all in connection with the Broadway-Pantano WQARF site; (e) preparation of claims with respect to historical insurance coverage applicable to WQARF sites designated by ADEQ; (f) analysis of issues subject to possible environmental insurance litigation, including issues arising under WQARF; and (g) ongoing advice in connection with CERCLA, and pre-litigation counseling with respect to state and national environmental regulations. The Chief Civil Deputy Pima County Attorney, or his designee, will, from time to time, describe in writing the specific matters with respect to which CONTRACTOR is to provide services under this CONTRACT, and the specific scope of the services to be rendered. CONTRACTOR will not represent or advise the COUNTY with respect to any matter except as requested by the Chief Civil Deputy."

**CHANGE: ARTICLE 3.4 – NOT-TO-EXCEED AMOUNT:**

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, \$130,000.00."

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

This Amendment shall be effective 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:**

*Cassandra C. Collins*  
\_\_\_\_\_

Signature

*Cassandra C. Collins, Partner*  
\_\_\_\_\_

Name and Title (Please Print)

*6/24/2014*  
\_\_\_\_\_

Date

**ATTEST**

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

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

*[Signature]*  
\_\_\_\_\_

Department Head

*6/16/14*  
\_\_\_\_\_

Date

**APPROVED AS TO FORM:**

*[Signature]*  
\_\_\_\_\_

Deputy County Attorney

**CHRISTOPHER STRAUB**

*6/16/14*  
\_\_\_\_\_

Date