

June 24, 2016

To: The Gila County Board of Supervisors

From: The Gila County Attorney's Office

Re: July 5, 2016 board meeting; Agenda item 3842; Approval of amendments on Various Attorney Contracts for the Superior Court.

1. There are clerical errors in Amendment No. 2 to the contract with Carrie Canizales. The second paragraph states that the original contract was amended on May 3, 2016 to be "Fifty-Three Thousand dollars and 00/100's (\$53,100.00)." As you can see, two different amounts are stated in that quotation. Then, the amendment goes on to say that the new contract is increased by \$600.00 for a new total of "\$51,600." But \$53,100 plus \$600.00 is \$53,700 and not \$51,600. This needs to be fixed or we cannot approve this contract as to form.
2. The original contract for Barry Standifird is not attached. We recommended that this contract be attached. If it is not attached, we can still approve this contract amendment as to form.
3. The contract with "Fountain Hills Law Firm" is not a contract with an individual attorney. It is in the name of a firm and the signature is not legible. The amendment adds a new clause: "In the event of formal discipline of the attorney by the State Bar of Arizona, the Court may suspend or terminate the contract." Would the new clause apply only if the Fountain Hills Law Firm were disciplined or would the new clause apply if only one

member of the firm were disciplined? Without this correction, we cannot approve this contract amendment as to form.

4. The original contracts for the attorneys which are attached, except the one with Carolyn Clark, have a provision regarding the use of interpreters in paragraph K. The paragraph uses the word "should." The contracting attorney "should give the Court notice....," "should get court permission....," and "should be present...." The word "should" does not create a binding obligation and invites litigation. If the court intends to establish a binding obligation on the attorney for this conduct, we recommend amending the original contract and replacing the word "should" with "must." If this is not done, we still approve the amendments as to form.