



Cochise County Board of Supervisors

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County Administrator

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Associate County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR SPECIAL BOARD MEETING AND POSSIBLE EXECUTIVE SESSION Tuesday, July 30, 2019 at 11:00 a.m.

BOARD OF SUPERVISORS EXECUTIVE CONFERENCE ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

The Board may permit public comment during the discussion of any item on this agenda. If you wish to be heard on a specific item, please sign up to be heard using the 'Specific Item' on the speaker form provided, and please list the item about which you wish to be heard. Persons will be permitted three minutes to speak.

Pursuant to ARS 38-431.03(B), minutes and discussions in executive session shall be kept confidential.

ACTION

Board of Supervisors

This executive session is authorized under A.R.S. § 38-431.03, Subsection (A), paragraph 3 & 4.

1. Approve Engagement Letter to Retain Sara Ransom, and TSL Law Group, to represent Cochise County in concluding the adjudication in *In re San Pedro Riparian National Conservation Area Case W1-11-232*.

Pursuant to A.R.S. 38-431(A)(3) and (4), the Board may go into executive session to obtain legal advice from its attorneys regarding pending litigation.

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9832, FAX (520) 432-9758, TDD (520) 432-8360, 1415 Melody Lane, Building C, Bisbee, Arizona 85603.

Cochise County Board of Supervisors

1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

AI-4686

1.

Special / Executive Session Board of Supervisors Meeting

Meeting Date: 07/30/2019

Adjudication in In re San Pedro Riparian National Conservation Area Case W1-11-232

Submitted By: Britt Hanson, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME Britt Hanson

TITLE

Chief Civil

of PRESENTER:

of PRESENTER:

Deputy

Mandated Function?:

Source of Mandate

or Basis for Support?:

Information

Agenda Item Text:

Approve Engagement Letter to Retain Sara Ransom, and TSL Law Group, to represent Cochise County in concluding the adjudication in *In re San Pedro Riparian National Conservation Area Case W1-11-232*.

Pursuant to A.R.S. 38-431(A)(3) and (4), the Board may go into executive session to obtain legal advice from its attorneys regarding pending litigation.

Background:

Deputy County Attorney Sara Ransom has been representing the County in the adjudication of water rights regarding the Upper San Pedro River, including attending and presenting witnesses and arguments during a 6+ week trial on water rights. The trial has now concluded, but the Court has asked for briefs in support of closing arguments in the case.

Effective July 15, 2019, Ms. Ransom resigned from the County Attorney's Office to take a job as of counsel with TSL Law Group. After consulting with County Administrator Ed Gilligan, the County Attorney is recommending that the Board retain Ms. Ransom, through TSL Law Group (which has a specialty in water law), to prepare and submit final briefs in the matter. Ms. Ransom has estimated the total cost at \$25,000, at the rate of \$295 per hour.

The potential benefits to the County of submitting briefs on closing arguments are strategic and would be addressed in executive session if the Board deems it appropriate.

Department's Next Steps (if approved):

Have the Board Chair sign the engagement letter.

Impact of NOT Approving/Alternatives:

The County would not have the benefit of Ms. Ransom's expertise in presenting closing briefs.

To BOS Staff: Document Disposition/Follow-Up:

Have the Board Chair sign the engagement letter and return a signed copy to Ms. Ransom.

Attachments

Ransom Engagement Letter





TSL Law Group

July 17, 2019

Ed Gilligan, Cochise County Administrator
1415 Melody Lane, Building G
Bisbee, Arizona 85604

Via E-mail: egilligan@cochise.az.gov

Re: Legal Representation on SPRNCA Contested Case

Dear Ed:

TSL Law Group (the "Firm") is pleased that you, for and, if necessary, at the direction of the Board of Supervisors for Cochise County, Arizona (hereinafter the "County" or "you"), have engaged our Firm to serve as your legal counsel. This letter details the terms of your engagement of this Firm on behalf of the County and will describe the basis on which the Firm will provide legal services to you. Please review the letter carefully and have the appropriate, authorized representative sign where indicated below.

1. **Client; Scope Representation.** Our client in this matter will be the County. We will be engaged to advise the County on water rights regarding the County's interests in the outcome of *In re San Pedro Riparian National Conservation Area* Case W1-11-232 (referred to hereafter as the "SPRNCA matter"), a contested case pending in the on-going general adjudication, *In re General Adjudication of All Rights to Use Water in the Gila River System and Source*, Case Nos. W1-W4 (the "Gila River adjudication"). Specifically, the Firm understands that the County desires the Firm to provide the following legal services pursuant to this engagement: consultation and legal analysis with the County and any common interest group established in the SPRNCA matter wherein the County's interests are furthered, legal research and drafting briefing to be filed in the SPRNCA matter, and preparation for and participation in any oral argument on the briefing, and general water rights counseling as requested from time to time.

2. **Term of Engagement.** Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct.

3. **Conclusion of Representation; Retention and Disposition of Documents.** Unless previously terminated, our representation of the County will terminate upon the Firm sending you a final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared

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by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. We may destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

4. **Post-Engagement Matters.** You are engaging the Firm to provide legal services in connection with the matter referred to above and limited in accordance with the specific description of services detailed in Section 1 above. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage the Firm after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the County with respect to future legal developments.

5. **Fees and Expenses.** Our fees will be based primarily on the billing rate for each attorney and paraprofessional or legal assistant devoting time to this matter. I will have primary responsibility for representation in this matter, but other attorneys or paraprofessionals in the office may perform work on behalf of the County as appropriate.

Billing rates for our Firm's attorneys typically range from \$450/hour to \$350/hour based upon the experience of the attorney providing services. I am pleased to discount that rate for the County to a flat rate of \$295/hour for any attorney work. Paralegal fees are typically charged at \$150 per hour. Our paralegal would be discounted as well to an hourly rate of \$125/hour. Fees are billed in tenths of an hour increments and will be detailed on the invoices remitted to the County. Should the tasks require a proposed budget, we will first coordinate with you on the contemplated legal services, time and tasks. The Firm may increase rates from time to time upon notice to the County.

Our statements will include separate charges for expenses we incur in representing you, such as extraordinary photocopying, messenger and delivery service, computerized research, travel, search and filing fees. We do not charge for general photocopying, long distance telephone calls or faxes. We typically charge the full hourly rate for travel; however, I am again pleased to offer travel to the County at 50% of the Firm's hourly rates. Fees and expenses of others (such as consultants, appraisers, and local counsel), if any, generally will not be paid by us, but will be billed directly to the County.

Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 30 days, we may suspend performing services for the County and withdraw as your counsel unless arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses.

6. **Retainer.** It is customary to request a retainer before commencing work in order to secure payment of accrued fees in connection with the engagement. As such, we request a retainer of \$5,000 to cover any initial services or out-of-pocket costs incurred for this purpose. This amount will be retained and applied to the Firm's final bill for fees and costs in connection with this matter. In the event the aggregate fee for this engagement is less than that amount, the excess will be promptly returned to the County.

7. **Client Responsibilities.** You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay our statements for services and expenses in accordance with Section 5 above.

8. **Electronic Communications and Data Retention.** The Firm may communicate with the County by facsimile, mobile telephone, and email. No form of communication is completely secure, and these forms of communication have some risk of improper interception even though the Firm maintains reasonable security measures to assure the confidentiality of your information. Please provide us with only copies of documents unless we expressly request an original. We will scan and return to you any original documents that you send to us or that we create throughout the representation that have some intrinsic value (such as original stock certificates, estate planning, incorporation documents, trademark registrations, etc.). We retain many file documents and data in electronic format only. These documents and data may be stored on remote secure third-party server hosted through the internet. Accordingly, unless you instruct us that you prefer to receive only a paper copy by regular mail and do not wish to communicate by e-mail, we will send you each document that is relevant to your matter by e-mail as a scanned document in “pdf” or “tif” format.

If you require any heightened security measures for the storage or transmission of electronic data, such as for government clearances, please notify the Firm. The email address that you provide to our Firm must be one for which only you are authorized to view the contents, to avoid waiving attorney/client privilege by having a third party, such as an employer or family member, view the contents. Please be certain that your email filters do not block emails from our office and that the allowable size of incoming emails is sufficient to accept emails from us with attachments. *It is important that you retain all communications from and to us, including emails and attachments to emails. These are being tendered to you as your copy of your file for this matter.* You are responsible for maintaining your copy of the file that we send to you, which you will receive during the representation. At the conclusion of the representation we will confirm that you have a complete file. We will maintain our electronic copy of your file for three years, at which time it may be destroyed without further notice.

9. **Conflicts.** Our Firm conducted a conflict check and we do not see any conflicts in our representation of the County. The Firm also represents the City of Flagstaff on general water and Little Colorado River adjudication matters, and the City of Tempe and City of Tombstone on Gila River adjudication matters. Please be advised that the Firm also represents many other companies and individuals on water resource matters. It is possible that present or future clients will have disputes or transactions with the County that are unrelated to this engagement. Should an actual or potential conflict arise, we will notify the County immediately and jointly determine the next steps. The County acknowledges the Firm’s representation of the above-referenced clients and has no objection to the Firm’s continued representation of these clients in the event a conflict conflict arises.

We may withdraw from representation if you fail to fulfill your obligations under this agreement, including your obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice to you.

Once again, we are pleased to have this opportunity to work with you on behalf of the County. Please call me if you have any questions or comments during the course of our representation.

Very truly yours,

/s/ Sara V. Ransom

Sara V. Ransom, Of Counsel
TSL Law Group

cc: Brian McIntyre, Cochise County Attorney
(via e-mail: bmcintyre@cochise.az.gov)

APPROVED AND ACCEPTED:

Cochise County, Arizona

By: _____

Its: _____

Clerk of the Board: _____

Printed Name: _____