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May 9, 1975

Mr. Albert Firestein
Chief Civil Deputy
Maricopa County Attorney
101 West Jefferson
Phoenix, Arizona 85003

Dear Mr. Firestein:

This office concurs with your opinion to Mr. Richard L. Harris, Superintendent, Maricopa County Schools, advising as to the propriety of hiring a consultant to perform professional services by the County Reorganization Committee pursuant to Section 53 of S. B. 1001.

We make no comment as regards the remaining portion of your letter.

Sincerely,

BRUCE E. BABBITT
Attorney General

MICHAEL M. SOPHY
Special Assistant Attorney General

MMS:lf

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OFFICE OF THE MARICOPA COUNTY ATTORNEY

MOISE BERGER COUNTY ATTORNEY

400 SUPERIOR COURT BUILDING, 101 W. JEFFERSON, PHOENIX, ARIZONA



March 25, 1975

Mr. Richard B. Harris
Superintendent
Maricopa County Schools
Phoenix, Arizona

Dear Mr. Harris:

This is in reply to your letter dated March 17, requesting opinion as to the legality of the hiring by the Count Reorganization Committee of an administrative consultant. I have received information concerning the committee budget and copies of the committee minutes indicating the nature of the work to be performed by this consultant. I find that the budget provides for the hiring of professional services, which could include the type of services proposed in the contract. The minutes show that Dr. Farrar is a university professor and presumably qualified to render the technical services required by the committee.

It is therefore my opinion that this proposed contract is legal and in conformity with the requirement of Section 53 of Senate Bill 1001, and within the approved budget of the committee.

However I have a number of suggestions concerning the content of the contract which is too general and contains numerous ambiguities. I have particular concern with the following:

1. I assume that the corrected amount of the contract is \$1300.00. However there is no indication as to how this money is to be paid, and at what intervals.
2. It is not clear as to exactly how many hours the consultant himself is to spend on this job. The first sentence in paragraph 3 states that the consultant must "spend a minimum of 20 hours per week on committee projects as follows." This contradicts the next sentence which requires him to work not less than 8 hours per week, thus setting two minimums, 8 and 20 hours per week.
3. The contract provides that on repeal of the reorganization act, the contract becomes void. There is no provision here for any money settlement in that event.

4. The consultant is given mileage for "attending all functions." This is very confusing, perhaps it would be better to allow him mileage for all travel connected with his work, or if it is desired to limit his travel to attending meetings, it should be clarified.

5. It is not clear as to when the consultant's first day of work begins.

6. In paragraph No. 1 the consultant's duties are described as "development." That term is too vague. It would be helpful to either define it or use a different description.

7. What happens if the consultant is engaged in a project which is not complete at the end of 60 days?

8. There is an option to renew. However there is no indication as to how many renewals are possible, the duration of the renewal, when the option is to be renewed and finally, a procedure for such renewal.

If you have any further questions, please contact us. A copy of this opinion is being sent to the Attorney General for review.

Sincerely,

JOSE BERGER
MARICOPA COUNTY ATTORNEY

By _____
ALBERT FIRESTEIN
CHIEF CIVIL DEPUTY