



PINAL COUNTY
wide open opportunity

Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

Karen Clark Partner/Attorney
 Authorized Signature Title
Karen Clark 3/29/2016
 Printed Name Date
Adams + Clark, PC 602-258-3542
 Company Name Telephone
520 East Portland Street Phoenix, AZ 85004
 Address City, State, Zip

For clarification of this offer, contact:

Name: Karen Clark Phone: 602-258-3542 Fax: 602-258-1377
 Email: karen@adamsClark.com

ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: Specialty Legal Services

This contract shall henceforth be referenced to as Contract No. ROQ-151721. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this 1st day of June 2016.

Todd House Chairman [Signature]
 Name (Print) Title Signature

Approved as to form:

[Signature]
 Pinal County Attorney's Office

 <p>P I N A L • C O U N T Y <i>wide open opportunity</i></p>	<h2>Offer and Acceptance</h2>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
--	-------------------------------	---

OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Adams + Clark, PC

Firm

Karew Clark

Authorized Signature



P I N A L • C O U N T Y
wide open opportunity

ROQ – 151721
Specialty Legal Services

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is made as of the latest date beneath the executions appearing at the end of the Contract, by and between:

Adams & Clark, PC ("Contractor"), with its principal place of business at 520 E. Portland St.
Phoenix, AZ 85004

AND

Pinal County ("County"), with its principal place of business at 31 North Pinal Street, Florence,
AZ 85132.

SECTION 1. PURPOSE AND SCOPE

1. Contractor will furnish to the Customer by this Contract Professional Service(s) listed in the Statement of Work of the ROQ.
2. All pricing quoted in Schedule A: Pricing Supplement is valid for the term of the Contract.

SECTION 2. TERM

This Contract is effective from the date on which it is executed and will remain in effect for one year with four automatic one year renewal periods unless earlier terminated by mutual Contract of the parties.

SECTION 3. PRICING AND PAYMENT TERMS

All pricing and terms associated with this professional service requested are specified on Schedule A of the Supplement.

SECTION 4. INSURANCE

Without limiting any of the Contractor's liabilities or other obligations, Contractor shall provide and maintain the insurance coverage listed in Section 7 of the Special Terms and Conditions, as well as the coverage listed below. Such coverage shall remain in full force and effect until obligations under this Contract are satisfied. At a minimum the professional liability insurance shall be kept in force at least two years after final payment to Contractor.

1. Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor or any such person employed by him with a minimum limit of not less than One Million Dollars each claim.

All insurance shall be maintained with responsible insurance carriers qualified to do business within the State of Arizona.



PINAL • COUNTY
wide open opportunity

ROQ – 151721
Specialty Legal Services

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

Excepting the worker's compensation coverage, insurance certificates shall endorse Contractor as insured and Customer, its officials, employees and agents as additional insured and shall stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by Customer, its officials, employees or agents shall be excess and not contributory insurance to that provided by Contractor.

Certificates of insurance acceptable to Customer shall be issued to Customer prior to commencement of the Project as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall contain provisions that coverage afforded under the policies will not be canceled, terminated or materially altered until at least thirty (30) days prior written notice is given to the Customer.

SECTION 5. SUBCONTRACTOR INSURANCE

In addition to insurance coverage required of Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its Subcontractors on behalf of the Customer and Subcontractor shall comply with the paragraph entitled "Insurance" above, except certificates of insurance shall be issued and delivered to Customer prior to Subcontractor's performance under this contract.

SECTION 6. INDEMNIFICATION

In addition to the requirements in Section 6.2 of the Uniform Terms and Conditions, Contractor shall indemnify, defend, save and hold harmless Customer, its officials, employees and agents, from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including attorney's fees, litigation expenses and/or arbitration expenses, which may be brought or made against or incurred by Customer on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, by reason of any omission, professional error, fault, mistake or negligent act, whether active or passive, of Contractor, its employees, agents or representatives or Subcontractor, their employees, agents or representatives in connection with or incident to the performance of Contractor's employees and/or its Subcontractor's employees, or claims under similar such laws or obligations. Such indemnity shall not be limited by reason of remuneration of any insurance coverage herein provided. Such indemnity shall be required by Contractor from its Subcontractors on behalf of the Customer. Every provision of this indemnification paragraph shall survive the termination of this Contract.

SECTION 7. NOTICE OF CLAIM

Contractor is required to notify Customer of any claim filed against Contractor or Contractor's insurance company arising from services performed under this Contract within thirty (30) days of such filing.

SECTION 8. CLAIMS/LIMITATION OF ACTION

No action shall be maintained by Contractor, its successors or assigns, against Customer on any claim based upon or arising out of this Contract or out of anything done in connection with

 <p>P I N A L • C O U N T Y <i>wide open opportunity</i></p>	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
---	--	---

this Contract unless such action shall be commenced within one year of the termination of this Contract.

SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT

The County may cancel or terminate this Contract as set forth in Sections 3.6, 3.15, 4.5 and 9 of the Uniform Terms and Conditions.

SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS

The Contractor agrees that the county's Uniform General Terms and Conditions for this ROQ are incorporated herein as if they were recited in full. If the Contractor takes exception to any such Terms and Conditions, such exception is fully explained on Response Form 1 and is subject to acceptance in writing by the County.

SECTION 11. DISPUTE RESOLUTION

Any disputes between the Customer and Contractor shall be resolved under the Pinal County Purchasing Code's Contract Dispute Process. In the event of litigation over the performance of this Contract, the prevailing party shall be entitled to attorney's fees and costs incurred during the course of litigation. This Contract shall be governed by the laws of the State of Arizona. In the event of a suit filed by either Contractor or the Customer under this Contract, the venue of such suit shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona.

SECTION 12. MISCELLANEOUS

- a) **Assignability.** This contract is non-assignable in whole or in part by either party without the written consent of both parties.
- b) **Authority of Signatory.** The individuals signing this Contract and any supplements, warrant that they have been duly authorized and vested with the power to do so on behalf of their entity.
- c) **Beneficiaries.** This Contract shall inure solely to the benefit of Contractor and Customer, and shall create no rights in any other person or entity.
- d) **Comparable Treatment.** All of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than the equivalent terms being offered by Contractor to any similar situated customer.
- e) **Exhibits, Plats, Riders and Addenda.** All plats, riders, exhibits or addenda, if any, affixed to the Contract are a part hereof.
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.



PINAL • COUNTY
wide open opportunity

ROQ – 151721
Specialty Legal Services

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local ordinances and regulations.
- h) **Headings.** The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.
- i) **Incorporation of Documents.** All documents referred to in this Contract are hereby incorporated by reference into the Contract.
- j) **Independent Contractor.** Contractor acknowledges that it is an independent Contractor; that it alone retains control of the manner of conducting its activities in furtherance of the Contract; that it as well as any persons or agents as it may employ are not employees of the Customer; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.
- k) **Retention of Records.** The Contractor and any Subcontractor shall keep and maintain all records related to the Contract as set forth in Section 3.2 of the Uniform Terms and Conditions.
- l) **Severability.** If any part of the Contract shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Contract.
- m) **Survival.** Not as a waiver of any remedies either party may be entitled to under this Contract, the "Indemnification", "Retention of Records", and "Dispute Resolution" provisions will survive the termination of the Contract.
- n) **Time of Essence.** Under the authority of the Contract, both parties understand that time is of the essence.
- o) **Waiver.** Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.
- p) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona as further described in Section 5-1 and 5-2 of the Uniform General Terms and Conditions.



PINAL COUNTY
wide open opportunity

ROQ - 151721
Specialty Legal Services

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

MODIFICATIONS to this Contract shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract for Professional Services as of the 1st day of June, 2016.

CONTRACTOR

Karen Clark

By: Karen Clark

Title: Partner

Date: 3/29/16

PINAL COUNTY

Todd House

Todd House, Chairman
Board of Supervisors

Date: 6/1/16

ATTEST:

Sheri Cluff

Sheri Cluff
Clerk of the Board

Approved as to Form:

Chris Kelfer

Chris Kelfer, Deputy County Attorney



 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
--	--	---

SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ 250.00 will be the rate for all authorized and approved Specialty Legal Services under this contract. This rate will include all costs associated with these services. (NOTE: Respondent may provide a table of costs based on expertise of employee i.e. Senior Partner, Partner, Senior Associate or Of Counsel, Associate, Paralegal, Administrative Support.)

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

RESPONDERS CHECKLIST

	Yes/No
Did you sign your Offer sheet? <i>See Page 33 & 34 of this solicitation.</i>	yes
Did you acknowledge all addendums, if any? <i>See page 30. Any addendums would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	yes
Did you complete all required Response Forms? <i>Any Response forms would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	yes
Did you include your W-9 Form? <i>See page 31 of this solicitation.</i>	yes
Did you include any necessary attachments?	yes
Is the outside of your sealed submittal marked with the Solicitation #, Due Date and Time? <i>See page 1 for this information.</i>	NA
Did you include one original and the required number of copies? <i>See page 1 for the quantity.</i>	NA
Did you follow the order for submissions of documents? <i>See Section 3.4 – Offer format in the Special Instructions of this solicitation.</i>	yes
Did you include proof of insurance(s) if requested?	NO

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p align="center">Response Form 1 ROQ-151721 Specialty Legal Services</p>	<p align="right">Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
---	--	---

Liaison Phone: _____

Liaison Email Address: _____

How many years of experience does Liaison have handling public entity clients? _____ years

2 Areas of Practice

Respondent shall indicate the areas of practice they meet the mandatory requirements for (see Section 2.1 of Statement of Work).

Area of Practice	Check Yes or No	
	Yes	No
Appellate Practice		✓
Attorney conduct and professionalism	✓	
Bond and disclosure counsel		✓
Collections and bankruptcy		✓
Commercial transactions and litigation		✓
Construction litigation		✓
Contractual liability defense		✓
Election and voter registration law		✓
Eminent domain and relocation		✓
Environmental law		✓
Federal and State taxation matters		✓
General governmental practice (open meetings, public records, etc.)		✓
General litigation		✓
Health care, including public health and managed care		✓
Housing		✓
Immigration law		✓



PINAL COUNTY
wide open opportunity

Response Form 1
ROQ-151721
Specialty Legal Services

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

Infrastructure design			/
Insurance contracts			/
Intellectual property			/
Labor law and enforcement			/
Land use			/
Legislative matters			/
Medical malpractice			/
Mental Health			/
Planning and zoning			/
Probate litigation			/
Property tax appeals, tax lien sales and foreclosures, Treasurer's matters			/
Public contracts and procurement			/
Public official liability			/
Public fiduciary			/
Real estate transactions			/
Road design, construction or maintenance liability			/
Section 1983 civil rights defense			/
Special taxing district law			/
Tort liability			/



PINAL COUNTY
wide open opportunity

Response Form 1
ROQ-151721
Specialty Legal Services

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

3 References

Please list a MINIMUM of three (3), preferably five (5), clients for whom you have performed services similar to the Statement of Work in this solicitation.

1. Company Name: Office of the Maricopa County Public Defender
 Address: _____
 Contact Person: Jim Haas
 Phone: 602-506-7711 Email Address: haas@mail.maricopa.gov
 Project Name: Represent the office of the Maricopa Public Defender

2. Company Name: The Office of the Legal Defender
 Address: _____
 Contact Person: Marty Lieberman
 Phone: 602-506-8800 Email Address: _____
 Project Name: Legal Defenders office Agency Head, office of the legal Defender, Maricopa County, Arizona

3. Company Name: Maricopa County Risk Management Office
 Address: _____
 Contact Person: Brad Keogh, deputy Director
 Phone: 602-372-5692 Email Address: _____
 Project Name: Defense of Maricopa County Lawyer Office Employee

4. Company Name: _____
 Address: _____
 Contact Person: _____
 Phone: _____ Email Address: _____
 Project Name: _____

5. Company Name: _____
 Address: _____
 Contact Person: _____
 Phone: _____ Email Address: _____
 Project Name: _____

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>Response Form 1 ROQ-151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
--	--	---

4 Prior Experience

Please provide examples of projects previously conducted that are related to the work described in the ROQ. Description should include the client name, description of the type of work performed, approximate date the work was completed and the professional staff who participated. (Additional pages may be used if necessary)

Responder Response

5. Resumes

Please provide resumes for each professional who will assist in providing services or be a member of the project team. Resumes must include qualifications and experience of each professional. (Additional pages may be used if necessary)

Responder Response

End of Response Form 1 for ROQ - 151721 Specialty Legal Services

ADAMS & CLARK, PC

March 29, 2016

Pinal County Finance Department
31 N. Pinal Street, Bldg A
PO Box 1348
Florence, AZ 85132

Re: ROQ-151721-Specialty Legal Services

To Whom it May Concern:

This letter supports the contract application submitted by my office this date.

In response to the request for information at Section 2, Paragraph 4, please be advised that since 2009 my office has been awarded multiple government contracts in Maricopa, Pima and Pinal Counties. I have held a government contract with Pinal County since 2009.

We cannot provide the information requested in because it requires the disclosure of privileged and confidential information concerning clients of my firm.

Sincerely,
ADAMS & CLARK, PC


Karen Clark

KC:ls

Adams & Clark, PC
Attorneys at Law

520 East Portland Street
Phoenix, Arizona 85004-1843

602 258-3542
602 258-1377 FAX

www.adamsclark.com

KAREN CLARK

Curriculum vitae

GENERAL DATA

Born August 6, 1963, Palo Alto, California

Married to Ralph Adams, Esq.

EDUCATION

Undergraduate – Arizona State University: *Bachelor of Arts (Honors)* 1986.

Professional – University of Arizona College of Law: *Juris Doctorate, May 1989.*

PROFESSIONAL

ADAMS & CLARK, PC (Partner: 2009 – Present) 520 E. Portland Street, Phoenix AZ 85004

I am a legal ethics attorney. My practice is focused on legal ethics and the law of lawyering, including lawyer discipline, character and fitness, reinstatements and fee disputes, and legal ethics expert witness work.

JUNG & VASSAR, P.C. (Of Counsel: 2008 – 2009) Kona, Hawaii

ADAMS & CLARK, LLLC (Partner: 2006 – 2008) Kona, Hawaii

STATE BAR OF ARIZONA (1997 – 2006) Phoenix, AZ

Ethics Counsel: (2004 – 2006)

Senior Bar Counsel: (2002 – 2004)

Appellate Writing Supervisor: (2002 – 2004)

Staff Bar Counsel: (1997 – 2002)

OFFICE OF THE PUBLIC DEFENDER (Deputy Public Defender: 1995 – 1997) Phoenix, AZ

LAW OFFICE OF GLENN M. DAVIS (Associate: 1994 – 1995)

ARIZONA ATTORNEY GENERAL'S OFFICE (Assistant Attorney General: 1990 – 1994)

Assistant Attorney General, Land and Natural Resources Section (1992 – 1994)

Assistant Attorney General, Licensing and Enforcement Section (1990 – 1992)

Judicial Clerk to Judge Jefferson Lankford, Arizona Court of Appeals (1989 – 1990)

Legal Intern, United States Senate Judiciary Committee, Washington DC (1989)

Judiciary Committee Staff of Arizona's Senior Senator

Admitted to practice before all courts in Arizona (1989)

United States District Court for the District of Arizona (1990)

Admitted to practice before all courts in Hawaii (2005: currently inactive)

ACTIVITIES (Professional)

Commission on Judicial Performance Review

Member (January 2012 – Present)

One on One Mentoring Program

Mentor (2010 – Present)

Judicial Performance Review

Conference Team Member (Spring 2010)

Thurgood Marshall Inn of Court

Member (2009 – Present)

Member (1996 – 2002)

State Bar of Arizona

Sole Practitioner Small Firm Section Member

Treasurer and Board Member (2009 – 2010)

West Hawaii Bar Association

President (December 2006 – December 2007)

Hawaii State Bar Association Consumer Protection Committee

Committee Member (Summer 2006 – January 2009)

PROFESSIONAL RESPONSIBILITY ACTIVITIES

Arizona State University, Sandra Day O'Connor College of Law

Law Professor (adjunct), Professional Responsibility (2011 – Present)

State Bar of Arizona

Fee Arbitration Committee Member (2010 – Present)

Association of Professional Responsibility Lawyers

Member (2008 – Present)

State Bar of Arizona

Professionalism Task Force (2003 – 2005)

ACTIVITIES (Non-Professional)

University of Arizona College of Law

Elected to student council

President, Arizona Civil Liberties Union, College of Law Subchapter

American Bar Association, Law Student Division

Arizona State University Barrett Honors College

Alumni Association President (2002 – 2004)

Alumni Board Member (2000 – 2004)

Assisted in Developing and Supervised Pre-Law Mentoring Program (2002 – 2004)

Wrote and defended Honors Thesis

Alpha Lambda Delta, Sophos and Pi Sigma Alpha Honoraries

Elected President, Honors Program Student Council

President, Model United Nations
Arizona Center for Law in the Public Interest
Legal Research Aide (1988 – 1989)
Arizona State University Political Science Department
Academic Intern (Summer 1995 – Spring 1986)

PUBLICATIONS

Author, “Five Fun Facts About Flat Fees,” *Attorney at Law Magazine* (June 2012)

Author, “A Flip of the Coin? How DOES our Lawyer Discipline System Decide what Sanction to Impose?” *Attorney at Law Magazine* (January 2012)

Author, “In the News: Supreme Court Establishes New Attorney Regulations Advisory Committee,” (September 2011)

Author, “When the State Bar Calls,” *Attorney at Law Magazine* (July 2010)

PRESENTATIONS

Speaker, “Avoiding Ethics Trouble in the New Disciplinary System,” Pinal County Bar Association (November 16, 2011)

Speaker, “Evidence of Dishonesty: The Ethical Implications of Overstating Your Case,” Arizona Forensic Sciences Academy (October 28, 2011)

Speaker, “Ethics for Public Defenders,” Office of Legal Defender (October 20, 2011)

Speaker, “Avoiding Ethics Trouble in the New Disciplinary System,” Solo and Small Firm Section (October 7, 2011)

Speaker, “Good Lawyers, Bad Trouble: Criminal Law Misconduct in the New Disciplinary System,” Pima County Public Defender (September 29, 2011)

Speaker, “The Inn’s ‘You’re Out!’ Ethics Trouble in the New Disciplinary System,” Thurgood Marshall Inn of Court (September 27, 2011)

Speaker, “Avoiding Ethics Trouble in the New Disciplinary System,” Horace Rumpole Inn of Court (September 14, 2011)

Speaker, “Responding to the State Bar’s New Discipline System,” Arizona Attorneys for Criminal Justice (June 30, 2011)

Speaker, "Good Lawyers, Bad Trouble: The 10 Tested Techniques to Help You Avoid Trouble," CLE West (June 29, 2011)

Speaker, "Bar Counsel Calling: Responding to the State Bar in the New Discipline System," Arizona Public Defender Association (June 24, 2011)

Speaker, "Then the Lawyer did WHAT? True Ethical Tales from the Criminal Law Trenches," Arizona Public Defender Association Conference (June 24, 2011)

Speaker, "True Tales from the Trenches: 10 Techniques for Avoiding Ethics and Legal Malpractice Liability," Maricopa County Bar Association (June 21, 2011)

Speaker, "Prosecutorial Misconduct in Arizona: Cases, New Discipline System and More," Arizona Prosecuting Attorney's Advisory Council (June 17, 2011)

Speaker, "Changing Times, Changing Practices: Ethical and Malpractice Considerations when Practicing in a New Area of Law," State Bar of Arizona, Young Lawyer's Division, Solo and Small Firm Section (June 15, 2011)

Speaker, "Avoiding Ethics and Malpractice Liability in Probate and Estate Practice," Maricopa County Bar Association (June 9, 2011)

Speaker, "True Tales from the Trenches: 10 Things You Need to Know About Ethics and Legal Malpractice Liability," Pima County Bar Association (June 7, 2011)

Speaker, "Lawyer Liability and Arizona's Medicinal Marijuana Act: An Ethics Defense Perspective," Arizona Center for Disability Law (May 6, 2011)

Speaker, "The New World of Lawyer Discipline: Practical Considerations in Responding to Bar Counsel," Young Lawyer's Division (March 4, 2011)

Speaker, "Lawyer Liability and Arizona's Medicinal Marijuana Act: An Ethics Defense Perspective," State Bar of Arizona (March 3, 2011)

Speaker, "Ethics Issues Related to Child Support," Arizona Family Support Council (November 5, 2010)

Speaker, "Bar Counsel Calling?" Solo and Small Firm Section (November 5, 2010)

Speaker, "Then the Lawyer did WHAT? True Ethical Tales from the Criminal Law Trenches," Arizona Public Defender Association Conference (June 10, 2010)

Speaker, "No One Said There'd be Math...Trust Accounting for Dummies," Pima County Bar Association (June 3, 2010)

Speaker, "Everything You Know About Lawyer Discipline is About to Change," Thurgood Marshall Inn of Court (April 28, 2010)

Speaker, "Everything You Know About Lawyer Discipline is About to Change," Maricopa County Bar Association (April 23, 2010)

Speaker, "Everything You Know About Lawyer Discipline is About to Change," Young Lawyer's Division (April 16, 2010)

Speaker, "Starting Up When Things are Down," Solo and Small Firm Section (March 23, 2010)

Speaker, "Ethics Considerations," State Bar of Arizona (March 18, 2010)

Speaker, "Re-Engineering Attorney Discipline," Presentation to State Bar Board of Governors (December 18, 2009)

Speaker, "Trust Accounts," Arizona Public Defender Association (September 25, 2009)

Speaker, "Trust Accounts," In House CLE for Frazer, Ryan, Goldberg & Arnold, LLP (September 22, 2009)

Speaker, "Trust Accounts," Arizona Trial Lawyers Association (September 18, 2009)

Speaker, "Trust Accounts," Office of Public Defender Services (August 21, 2009)

Speaker, "Money and Trust Accounts: Do You Know the New Rules?" State Bar of Arizona (August 20, 2009)

Speaker, "Now It's Your Turn: Hands-On Trust Account Experience," Bar Convention CLE (June 24, 2009)

Speaker, "Trust Accounts," Arizona Attorneys for Criminal Justice (June 19, 2009)

Speaker, "Random Trust Audits: Are You Ready? Is Your Firm Compliant?" CLE West (June 19, 2009)

Speaker, "We Can Work It Out: How to Avoid Bar Complaints in Indigent Representation," Arizona Public Defender Association (June 18, 2009)

Speaker, "It's Comin' Round the Bend...How to Derail a Prospective Bar Complaint," Arizona Public Defender Association (June 18, 2009)

*Additional speaking engagement information (2002 – 2009) available upon request.

RALPH ADAMS

Curriculum vitae

GENERAL DATA

Born November 24, 1953, Lehi, Utah

EDUCATION

Professional – University of Idaho College of Law (J.D. 1989)

University of Utah College of Law (1987 – 1988)

Undergraduate – University of Utah (B.A. 1986)

PROFESSIONAL

ADAMS & CLARK, PC (Partner: 2009 – Present) 520 E. Portland Street, Phoenix AZ 85004

THE LAW OFFICE OF RALPH ADAMS (Sole practitioner 2002 – 2009)

ADAMS & CLARK, LLLC (Partner: 2006 – 2008) Kona, Hawaii

STATE BAR OF ARIZONA (1995 – 2002) Phoenix, AZ

Senior Bar Counsel: 2000 – 2002

Staff Bar Counsel: 1995 – 1999

UTAH ATTORNEY GENERAL'S OFFICE

Assistant Attorney General, Litigation Division (1992 – 1995)

UTAH DEPARTMENT OF CORRECTIONS (Staff Counsel 1991 – 1992)

UTAH STATE BAR (1989 – 1991)

Staff Counsel (1989 – 1990)

Senior Staff Counsel (1990 – 1991)

Admitted to practice in Utah in 1989 (inactive); admitted to practice in Arizona since 1994; United States District Court for the District of Arizona; admitted to practice in Hawaii in 2005 (inactive).

RECOGNITION

Arizona Association of Defense Counsel Pro Bono Program

Recognized for outstanding contributions to the program (Fall 2011)

ACTIVITIES (Professional)

Phoenix Career College

Instructor, Paralegal Training Program (1995 – 2003)

Everest College

Instructor (1998 – 2000)

Legal Research & Writing, Ethics, Torts, Litigation, Constitutional Law

ACTIVITIES (Professional) Cont'd

Salt Lake Community College

Instructor (1991 – 1995)

Implemented legal research course, taught Constitutional Law, Domestic Relations, Criminal Law

PROFESSIONAL RESPONSIBILITY ACTIVITIES

State Bar of Arizona

Fee Arbitration Committee Member (2010 – Present)

PUBLICATIONS

Author, "What's in a Gap? The Death Knell for Leal Malpractice Insurance Coverage," *Attorney at Law Magazine* (August 2012)

Author, "Litigators Beware: Ask Not for Whom the Statute Tolls, It Tolls for Thee," *Attorney at Law Magazine* (June 2012)

Author, "Are You Inviting Your Clients to Sue You for Malpractice? Four Ways to Reduce the Risk," *Attorney at Law Magazine* (April 2012)

Author, "If the Evidence of Violation is Clear, Saying You're Sorry Isn't Enough," *Attorney at Law Magazine* (February 2012)

Author, "In the News: Supreme Court Establishes New Attorney Regulation Advisory Committee," *Attorney at Law Magazine* (September 2011)

Author, "Do You Have a Duty to Report Your Own Ethical Misconduct to the State Bar?" *Attorney at Law Magazine* (August 2011)

Author, "Do You Know the Cost of Defending Against a Bar Complaint Could be Paid by Your Insurance Company?" *Attorney at Law Magazine* (July 2011)

PRESENTATIONS

Speaker, "Starting your Own Law Firm", Maricopa County Bar Association (June 18, 2014)

Speaker, "Steering Clear of Ethics and Malpractice Trouble, CLE West (June 19, 2014)

Speaker, "The Adaptable Lawyer", CNA (November 5, 2013)

Speaker, "Top Ten Malpractice Tips" CLIO (November 19, 2013)

Chair and Panelist, "Anatomy of a Legal Malpractice Case: The Role of Attorneys, Insurance Carriers and Experts in Serving Justice": State Bar of Arizona Convention, Young Lawyers and Sole Practitioner and Small Firm Section (June 19, 2013)

Panelist, "CNA Risk Management Seminar," Health Agencies of the West, June 5, 2013

Panelist, "Your Own Law Firm? Prepare for Success! Law Firm Ethics", Maricopa County Bar Association, June 14, 2013

Speaker, "Shielding Your Practice from Ethics and Malpractice Attack," Northern Phoenix Bar Association (September 12, 2012)

Speaker, "Sticks and Stones: Shielding Your Practice from Ethics and Legal Malpractice Attack," Pima County Bar Association (May 24, 2012)

Panelist, "On the Frontline of Client Service: Common Ethics/Malpractice Challenges for Lawyers," State Bar of Arizona Convention, Sole Practitioner and Small Firm Section (June 20, 2012)

Speaker, "True Tales from the Trenches: 10 Techniques for Avoiding Ethics and Legal Malpractice Liability," Maricopa County Bar Association (June 21, 2011)

Speaker, "Changing Times, Changing Practices: Ethical and Malpractice Considerations when Practicing in a New Area of Law," State Bar of Arizona, Young Lawyer's Division, Solo and Small Firm (June 15, 2011)

Speaker, "Avoiding Ethics and Malpractice Liability in Probate and Estate Practice," Maricopa County Bar Association (June 9, 2011)

Speaker, "True Tales from the Trenches: 10 Things You Need to Know About Ethics and Legal Malpractice Liability," Pima County Bar Association (June 7, 2011)

Speaker, "Lawyers who Represent Lawyers Discuss Discipline System Changes," Maricopa County Bar Association (June 16, 2010)

Speaker, Paralegal Seminar, Arizona Paralegal Association (January 13, 2010)



PINAL COUNTY
wide open opportunity

Response Form 1
ROQ-151721
Specialty Legal Services

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

Responder Name: Responder Response

Responders shall complete the following Response Form, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

Please note: Any exception to the terms and conditions of the ROQ will not be accepted. Compliance to Terms and Conditions has been identified as an evaluation criterion for this solicitation.

Acceptability of Responses

Offers that do not include fully completed copies of Response Forms 1 and 2 may cause the entire offer to be deemed unacceptable and therefore non-responsive. Forms with incomplete or unacceptable responses will also be considered non-responsive.

1 Responders Profile

1.1 Provide the name of the person who will be the primary Respondent and the address for the primary servicing office. Please also include a resume for major assistants or staff.

Firm Name: Adams + Clark, PC

Mailing Address: 520 East Portland Street

City: Phoenix State: AZ Zip Code: 85004

Representative Name: Karen Clark Title: Partner/Attorney

Phone Number: 602-258-3542 Fax Number: 602-258-1377

Email Address: karen@adamsclark.com

1.2 Provide the number of years local servicing office has been working with County/State Agency Clients.

7 years

1.3 How many years of experience does the local Respondent have: 27 years

1.4 How many years of experience does the key employee have: 27 years

1.5 Will a Business Liaison be assigned to our account? Yes _____ No X

If yes, identify who: _____