



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.

*Michele L. Bax*

Partner

Authorized Signature

Title

Michele L. Bax

03/28/2016

Printed Name

Date

Ballard Spahr LLP

602.798.5483

Company Name

Telephone

1 East Washington Street, Suite 2300

Phoenix, AZ 85004-2555

Address

City, State, Zip

For clarification of this offer, contact:

Name: Michele Bax

Phone: 602.798.5483

Fax: 602.798.5595

Email: [baxm@ballardspahr.com](mailto:baxm@ballardspahr.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

*Todd House*

Name (Print)

Title

Signature

Approved as to form:

*Cheryl K.*  
Pinal County Attorney's Office



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### OFFER AND ACCEPTANCE FORM – Page 2

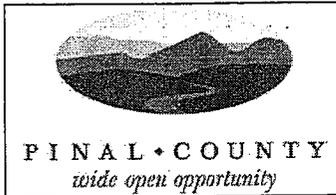
By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- 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.

Ballard Spahr LLP

Firm

Authorized Signature



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Specialty Legal Services

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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:

("Contractor"), with its principal place of business at (address)

**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.



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## ROQ – 151721 Specialty Legal Services

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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



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Finance Department  
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Florence, AZ 85132

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.

 <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>
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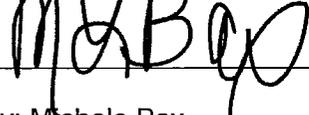
- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local ordinances and regulations.
- h) **Headings.** The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe 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.

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

  
\_\_\_\_\_

By: Michele Bax

Title: Partner

Date: \_\_\_\_\_

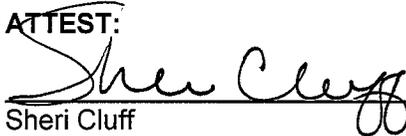
**PINAL COUNTY**

  
\_\_\_\_\_

Todd House, Chairman  
Board of Supervisors

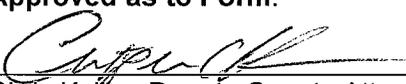
Date: 6/1/16

**ATTEST:**

  
\_\_\_\_\_

Sheri Cluff  
Clerk of the Board

**Approved as to Form:**

  
\_\_\_\_\_

Chris Keller, Deputy County Attorney





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ROQ – 151721  
Specialty Legal Services

Pinal County  
Finance Department  
31 N. Pinal St.  
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P.O. Box 1348  
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**SCHEDULE A: PRICING SUPPLEMENT**

The hourly rate of \$ See Below 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.)

We can offer alternative fee arrangements including a flat fee arrangement for legal counsel services related to municipal financings, where our role is bond counsel and disclosure counsel as well as tax counsel services related to bond financings. We are open to discussing alternative fee arrangements with the County to offer the best value for our legal services.

Attorney	Firm Title	RFP Title	Standard Rate	Discounted Rate
Michele L. Bax	Partner	Partner	\$505	\$455
Joseph A. Kanefield	Partner	Senior Partner	\$505	\$455
William A. Hicks III	Senior Counsel	Senior Partner	\$690	\$621
Kimberly C. Betterton	Partner	Partner	\$585	\$527
Holly V. Horsley	Associate	Senior Associate	\$440	\$396
Tyler M. Cobb	Associate	Associate	\$300	\$270

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**PINAL COUNTY**  
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## Responder's Checklist

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

### RESPONDERS CHECKLIST

	Yes/No
Did you <b>sign</b> your Offer sheet? <i>See Page 33 &amp; 34 of this solicitation.</i>	X
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>	X
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>	X
Did you include your W-9 Form? <i>See page 31 of this solicitation.</i>	X
Did you include any necessary attachments?	X
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>	X
Did you include proof of insurance(s) if requested?	N/A

	<p><b>ROQ – 151721</b>  <b>Specialty Legal Services</b></p>	<p>Pinal County  Finance Department  31 N. Pinal St.  Bldg. A  P.O. Box 1348  Florence, AZ 85132</p>
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## SCHEDULE A: PRICING SUPPLEMENT

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We can offer alternative fee arrangements including a flat fee arrangement for legal counsel services related to municipal financings, where our role is bond counsel and disclosure counsel as well as tax counsel services related to bond financings. We are open to discussing alternative fee arrangements with the County to offer the best value for our legal services.

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	<b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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**Responder Name:** *Ballard Spahr LLP*

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: Ballard Spahr LLP

Mailing Address: 1 East Washington Street, Suite 2300

City: Phoenix State: Arizona Zip Code: 85004-2555

Representative Name: Michele Bax Title: Partner

Phone Number: 602.798.5483 Fax Number: 602.798.5595

Email Address: Baxm@ballardspahr.com

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

10 \_\_\_\_\_ years

1.3 How many years of experience does the local Respondent have: 10 years

1.4 How many years of experience does the key employee have: 15 years

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

If yes, identify who: \_\_\_\_\_

Liaison Phone: \_\_\_\_\_

	<b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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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	X	
Attorney conduct and professionalism	X	
Bond and disclosure counsel	X	
Collections and bankruptcy		X
Commercial transactions and litigation	X	
Construction litigation		X
Contractual liability defense		X
Election and voter registration law	X	
Eminent domain and relocation	X	
Environmental law		X
Federal and State taxation matters	X	
General governmental practice (open meetings, public records, etc.)	X*	
General litigation	X	
Health care, including public health and managed care		X
Housing		X
Immigration law		X
Infrastructure design		X
Insurance contracts		X

	<b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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Intellectual property		<b>X</b>
Labor law and enforcement		<b>X</b>
Land use		<b>X</b>
Legislative matters		<b>X</b>
Medical malpractice		<b>X</b>
Mental Health		<b>X</b>
Planning and zoning		<b>X</b>
Probate litigation		<b>X</b>
Property tax appeals, tax lien sales and foreclosures, Treasurer's matters	<b>X</b>	
Public contracts and procurement	<b>X</b>	
Public official liability	<b>X</b>	
Public fiduciary		<b>X</b>
Real estate transactions		<b>X</b>
Road design, construction or maintenance liability		<b>X</b>
Section 1983 civil rights defense		<b>X</b>
Special taxing district law	<b>X</b>	
Tort liability		<b>X</b>

*\* Note: Ballard Spahr represents a number of media clients in open government issues, including the public's rights under the Arizona Public Records and Open Meetings Laws. Ballard Spahr submits this proposal with the understanding that Pinal County will consent to such representations, and will not seek to disqualify the firm from representing one or more of its media clients in any matter adverse to Pinal County involving the media client's rights under Arizona's open government laws. Of course, Ballard Spahr will not represent a media client or any other client on any matter that is substantially related to this engagement, and shall preserve the confidences obtained during the course of its representation pursuant to the Arizona Rules of Professional Conduct and A.R.S. § 38-431.03.*

	<b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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**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: City of Tucson, Arizona  
Address: 255 West Alameda St., 5<sup>th</sup> Floor, Tucson, Arizona 85726  
Contact Person: Silvia Amparano  
Phone: 520-837-4444 Email Address: silvia.amparano@tucsonaz.gov  
Project Name: As further described below, we have been working with the City of Tucson since 1985 and have served as bond counsel for various financings for the City.

2. Company Name: Lake Havasu City, Arizona  
Address: 2330 McCulloch Boulevard N., Lake Havasu City, Arizona 86403  
Contact Person: Charlie Cassens (City Manager)  
Phone: 928-453-4141 Email Address: cassensc@lhcaz.gov  
Project Name: As further described below, we have been working with Lake Havasu City for more than 15 years, primarily as bond counsel for water and wastewater revenue bonds. We have also advised the City on P3 matters and WIFA loans.

3. Company Name: RBC Capital Markets  
Address: 2398 East Camelback Road, Suite 700, Phoenix, Arizona 85016  
Contact Person: John Snider & Megan Burke  
Phone: 602-381-5361/(602) 381-5367 Email Address: john.snider@rbccm.com/  
Megan.Wienand@rbccm.com  
Project Name: We work with RBC Capital Markets in various capacities for municipal financing transactions throughout Arizona, as well as other various transactions for charter school clients.

4. Company Name: Piper Jaffray & Co.  
Address: 2525 East Camelback Road, Suite 925, Phoenix, Arizona 85016  
Contact Person: William (Bill) Davis  
Phone: 602-808-5428 Email Address: william.c.davis@pjc.com  
Project Name: We work with Piper Jaffray & Co. on many municipal financings as bond counsel and other roles for clients including the City of Tucson.

5. Company Name: Arizona Citizens Clean Elections Committee  
Address: 1616 W. Adams, Suite 110 Phoenix, AZ 85007  
Contact Person: Tom Collins  
Phone: 602-364-3483 Email Address: Thomas.Collins@azcleelections.gov  
Project Name: Citizens Clean Elections Commission

	<b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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**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**

Client	City of Tucson
Description of Work	We have served as bond counsel and/or special tax counsel for the City of Tucson since 1985. On behalf of the City, we have rendered approving opinions with respect to financings (and refinancings) of capital additions and improvements throughout the City, including expansions of its water utility system and its roads and streets. Since 1985, we have acted as counsel for 124 separate financing transactions aggregating more than \$2.8 billion dollars for the benefit of the City. Most recently, we have assisted with bond issues including \$20 million City of Tucson Arizona General Obligation Bonds Series 2012-C (2015) and \$36 million General Obligation Refunding Bonds, Series 2015 and \$27 million City of Tucson, Arizona Senior Lien Street and Highway User Revenue Refunding Bonds, Series 2015. We have also served as special counsel for the City on multiple certificates of participation including \$19 million Certificates of Participation Refunding Series 2015, \$29 million Certificates of Participation, Refunding Tax-Exempt Series 2014 and \$20 million Certificates of Participation, Taxable Series 2014.
Date Completed	Ongoing
Professional Staff	Michele Bax, William Hicks, Kim Betterton, Holly Horsley, and Tyler Cobb

Client	Lake Havasu City
Description of Work	Our attorneys have served as bond counsel to Lake Havasu City (LHC) for more than \$450 million of water and wastewater bonds in the past 15 years. We served as counsel for their bond election in 2001 where LHC authorized the issuance of approximately \$463 million of City obligations to finance the acquisition and construction of a wastewater collection and treatment system. Recently, we served as bond counsel for Lake Havasu's first public bond offering with three deals closing simultaneously including a \$60 million Senior Lien General Obligation Wastewater Utility Revenue Refunding Water Infrastructure Finance Authority (WIFA) Loan Series 2015, \$71 million Lake Havasu City, Arizona Senior Lien Wastewater System Revenue General Obligation Refunding Bonds, Series 2015A and \$98 million Lake Havasu City, Arizona Senior Lien Wastewater System Revenue Refunding Bonds, Series 2015B. We also assisted the City evaluate options for P3 financings and responses from bidders.
Date Completed	Ongoing
Professional Staff	Michele Bax, William Hicks, Kim Betterton, Holly Horsley, and Tyler Cobb

Client	Arizona Health Care Cost Containment System (AHCCCS)
Description of Work	Mr. Kanefield represented the Arizona Health Care Cost Containment System (AHCCCS) in a state constitutional challenge to a rule regarding benefits for childless adults, which was decided in favor of AHCCCS by the Arizona Court of Appeals in 2011 in Fogliano v. Brain.
Date Completed	2011
Professional Staff	Joseph Kanefield

	<b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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Client	Citizens Clean Elections Commission
Description of Work	Arizona Supreme Court – Represented the Citizens Clean Elections Commission in Arizona Citizens Clean Elections Commission v. Brain, No. CV-13-0341-PR, in a challenge to legislation increasing the campaign contribution limits. 2014
Date Completed	2014
Professional Staff	Joseph Kanefield

Client	League of Arizona Cities and Towns
Description of Work	Collaborated with the League of Arizona Cities and Towns, other municipal and private sector lobbyists during the 2015 legislative session to defeat SB 1167 (photo radar; prohibition) and a proposed strike-everything amendment to SB 1192, both of which would have banned the use of photo radar in Arizona and resulted in a loss of revenue and jeopardized traffic safety.
Date Completed	2015
Professional Staff	Joseph Kanefield

**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***

We have included resumes for our key team members on the following pages.

# Responder Resumes



Michele L. Bax

*Partner*

1 East Washington Street, Suite 2300  
Phoenix, AZ 85004  
Direct: 602.798.5483 | Fax: 602.798.5595  
baxm@ballardspahr.com

## Practice Areas

- Public Finance
- P3/Infrastructure
- Municipal Recovery
- Municipal Securities Regulation and Enforcement

Michele L. Bax represents cities, counties, and towns; development authorities; school districts; and other special issuers in all areas of public finance. She serves as counsel for bonds, notes, special taxes, underwriters, issuers, and trustees in connection with revenue and tax-exempt general obligation bonds.

Ms. Bax represents clients such as educational and health care institutions, municipalities, and financial institutions throughout Arizona and the Southwest. She acts as underwriters' and bond counsel for charter school financings. Ms. Bax also represents banks in the purchase of both taxable and tax-exempt bonds.

## Professional Activities

American Bar Association

State Bar of Arizona

National Association of Bond Lawyers

Arizona Women Lawyers Association

Past Member, Steering Committee; Past Co-Chair, Anniversary Funds Committee

## Recognition & Accomplishments

Recognized as one of "Forty Under 40" by *Phoenix Business Journal*, 2011

## Publications

Co-author, "Getting Help with ADR," *Business Law Today*, 2001

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## Community Activities

The Associates Club - past member

Florence Crittenton of Arizona Teaming Up For Kids, committee member - past member

Planned Parenthood Gala, committee member - past member

Valley of the Sun 20/30 Club - past member

## Board Memberships

Indiana University School of Law-Indianapolis Alumni Association  
Member, Board of Directors, and Faculty Grants Committee

Valley Youth Theatre, a nonprofit and award-winning children's theatre in Phoenix - past board member

Annunciation Catholic School

Member, Advisory Board (Vice Chair), Parents Caring for Home and School Association (President), Steering Committee, Board of Directors, Finance Committee, and Strategic Planning Committee

## Education

The Indiana University—Indianapolis Robert H. McKinney School of Law (J.D. 2001, magna cum laude)  
Member, Indiana Law Review; Dean's Advisory Board; Dean's Tutorial Society

Butler University (B.S. 1998, cum laude)

## Admissions

Arizona

# Responder Resumes



Joseph A. Kanefield

*Partner*

1 East Washington Street, Suite 2300  
Phoenix, AZ 85004  
Direct: 602.798.5468 | Fax: 602.798.5595  
kanefieldj@ballardspahr.com

## Practice Areas

- Litigation
- Government Relations, Regulatory Affairs and Contracting
- Political and Election Law

Joseph A. Kanefield focuses on government relations, civil and appellate litigation, election and campaign-finance law, constitutional law, administrative law, public-private partnerships, regulatory matters, procurement, state and local tax matters, and gaming. Mr. Kanefield has extensive experience as a litigator at all levels of federal and state courts.

As General Counsel to Arizona Gov. Jan Brewer, Mr. Kanefield advised Gov. Brewer and the State of Arizona in litigation involving the state budget, civil rights, immigration, gaming, and health care issues. Before joining the Governor's Office, he served in the Arizona Secretary of State's office as State Election Director and in-house counsel. He also was an Assistant Attorney General and an attorney with the Arizona Department of Revenue.

## Professional Activities

American Bar Association

American Bar Foundation, Fellow

American Law Institute

State Bar of Arizona

Past President; past President, Young Lawyers Division; past Chair, Election Law Continuing Legal Education Program; past Chair, Access to Justice Task Force

Maricopa County Bar Association

Arizona Commission on Salaries for Elective State Officers

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City of Phoenix Judicial Selection Advisory Board

Task Force on the Review of the Role and Governance Structure of the State Bar of Arizona

Transition team, Arizona Secretary of State-elect Michele Reagan

The University of Arizona James E. Rogers College of Law, Professor of Practice, Election Law

Committee on the Impact of Wireless, Mobile Technologies and Social Media on Court Proceedings

United Blood Services Community Leadership Council

Member and past Chair

## Recognition & Accomplishments

Named a Top Lawyer in Arizona for government relations in the 2013 edition of *Ranking Arizona: The Best of Arizona Business*

AV Peer Review Rating, Martindale-Hubbell

Recipient, the State Bar of Arizona's 2011 Distinguished Public Lawyer Award

Recipient, the American Jewish Committee's 2004 Judge Learned Hand Emerging Leadership Award

Recipient, the State Bar of Arizona's 2002 Outstanding Young Lawyer Award

## Publications

"Arizona Lawsuits Shape National Electoral Policy," *The Record Reporter*, July 29, 2015

"The Arizona Legislature Should Restore Clarity to Our Campaign Finance Laws," *Arizona Attorney*, March 2015

"Recent Prosecution Presents Risks of Coordination, PACs," *The Record Reporter*, March 16, 2015

Co-author, "Supreme Court's Campaign Contribution Decision To Have Substantial Impact," *Arizona Capitol Times*, April 28, 2014

"A Final Chapter?" *The Record Reporter*, August 16, 2013

## Responder Resumes

"President's Message," monthly column in *Arizona Attorney* :

"It's Been A Great Ride," June 2012

"Lawyer–Artists Strike a Balance," May 2012

"The Price of Democracy," April 2012

"The Bar and Politics," March 2012

"A Century of Service," February 2012

"Justice Is Our Future," January 2012

"Tech Tools," December 2011

"Defending the Defenders," November 2011

"Public Lawyers and Public Service," October 2011

"Goals To Match a Bar's Mission," September 2011

Interviewed in "Elections Attorneys, Firms Reap Benefits of Litigious Campaigns," *Phoenix Business Journal*, October 5, 2012

Co-author, "The Arizona Redistricting Fight: Round Five," *Arizona Attorney*, September 2011

Co-author, "Who Speaks for Arizona: The Respective Roles of the Governor and Attorney General When the State Is Named in a Lawsuit," *Arizona Law Review*, Summer 2011

"State Bar President Joe Kanefield: Leader of the Band," article on Mr. Kanefield in *Arizona Attorney*, July/August 2011

Co-author, "A Supreme Conflict at the Summit of Arizona Government," *Arizona Attorney*, February 2010

"Election Law in Arizona," *Arizona Attorney*, November 2006

Co-author, "Promoting Access to Justice in Arizona: An Urgent Need," *Arizona Attorney*, April 2004

"Could Florida's Election Hurricane Happen in Arizona?" *Arizona Attorney*, March 2001

### Board Memberships

Arizona Equal Justice Foundation

The University of Arizona James E. Rogers College of Law, Board of Visitors

Arizona Jewish Lawyers Association, Advisory Board

# Responder Resumes

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## Education

The University of Arizona James E. Rogers College of Law (J.D. 1994)

Arizona State University (B.S. 1990)

## Admissions

Arizona

U.S. District Court for the District of Arizona

U.S. Court of Appeals for the Ninth Circuit

U.S. Court of Appeals for the Tenth Circuit

U.S. Supreme Court

# Responder Resumes



William A. Hicks III

*Senior Counsel*

1 East Washington Street, Suite 2300  
Phoenix, AZ 85004  
Direct: 602.798.5423 | Fax: 602.798.5595  
hicksw@ballardspahr.com

## Practice Areas

- Public Finance
- Higher Education
- Housing
- Municipal Recovery
- P3/Infrastructure
- Sports

William A. Hicks III focuses on tax-exempt finance, including general obligation, revenue, and special assessment bonds; lease-purchase certificates of participation; and nonprofit corporations.

## Professional Activities

State Bar of Arizona  
New York State Bar Association  
National Association of Bond Lawyers

## Recognition & Accomplishments

*The Best Lawyers in America*, corporate law, mergers and acquisition law, municipal law, and public finance law, 2003-2016

Named *Best Lawyers'* 2013 Phoenix Municipal Lawyer of the Year

## Community Activities

Princeton Alumni Association of Arizona  
President, 2004-present (past, 1978-1981); past Secretary (1982-2004)

## Board Memberships

Arizona Council on Economic Education  
Member, Board of Directors and Executive Committee, 1998-present; Chair, 2000-present

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## The Luke's Men

Past member (1990-1996 and 1999-2001); past Secretary (1993-1994); past Vice President (1995-1996); past President (1996-1997)

## Scottsdale Arts Center Advisory Board

Past member (1984-1990); past Chair (1988-1990)

## Scottsdale Cultural Council

Past member (1989-1997); past Vice Chair (1991-1994); past Chair (1995-1996)

## Valley Leadership, Class VII

Past member (1987-1990); past Secretary (1988-1989); past Secretary-Treasurer (1989-1990)

## Education

Cornell Law School (LL.B., specialization in international legal studies, 1967)

Princeton University (A.B. 1964)

## Admissions

Arizona

New York

U.S. District Court for the District of Arizona

# Responder Resumes



Kimberly C. Betterton

*Partner*

300 East Lombard Street, 18th Floor  
Baltimore, MD 21202  
Direct: 410.528.5551 | Fax: 410.528.5650  
bettertonk@ballardspahr.com

## Practice Areas

- Public Finance
- Higher Education
- Transactional Finance
- Energy and Project Finance
- Municipal Recovery
- Exempt Organizations
- Tax

Kimberly C. Betterton focuses on federal tax laws and regulations involving tax-exempt bonds and exempt organizations. Ms. Betterton works on numerous types of tax-favored transactions, including governmental, conduit 501(c)(3), exempt facility, single-family housing, small issue manufacturing, QZABs, QECCBs, QSCBs, and new CREBs. She advises clients regarding the original issuance of obligations, the many post-issuance compliance responsibilities, and IRS audits.

Ms. Betterton's broad-ranging experience includes routinely providing counsel on issues related to interest rate swaps and other derivatives, reissuance questions, and direct-subsidy and tax-credit bonds. She advises clients on a variety of post-issuance tax compliance issues, including arbitrage, private use questions, Form 990 – Schedule K, remediation as a result of change in use, reissuance, and IRS audit and review activities. She also assists clients with obtaining 501(c)(3) exemption letters from the IRS.

## Professional Activities

National Association of Bond Lawyers, Tax Law Committee, Chair (2013-2014)

American Bar Association, Committee on Tax Exempt Financing, Subcommittee on Arbitrage, past Chair (2009-2010)

2010 Bond Attorneys' Workshop, Chair

## Publications

Former Editor-in-Chief of *Federal Taxation of Municipal Bonds* (LexisNexis)

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## Speaking Engagements

Ms. Betterton is a frequent speaker at the annual NABL Bond Attorneys' Workshop, and has been a panelist in Lorman and CDFA seminars on the basics of tax law as it relates to tax-favored financing.

"Post-Issuance Compliance Issues and Procedures," presentation to the Financial Managers for the City of Philadelphia, July 16, 2012; follow-up presentation in 2013

Presenter on post-issuance compliance, Maryland's Government Finance Officers' Association Summer Conferences, 2007 and 2009

## Board Memberships

National Association of Bond Lawyers, 2009-2013

## Education

William & Mary Law School (J.D. 1995)

University of Pennsylvania (B.A. 1991)

## Admissions

Maryland

# Responder Resumes



Holly V. Horsley

*Senior Associate*

210 Lake Drive East, Suite 200  
Cherry Hill, NJ 08002  
Direct: 856.761.3472 | Fax: 856.761.1020  
horsleyh@ballardspahr.com

## Practice Areas

- Public Finance
- Higher Education
- Municipal Securities Regulation and Enforcement
- Transactional Finance
- Energy and Project Finance
- Housing
- P3/Infrastructure
- Health Care
- Municipal Recovery
- Tax Credits

Located in Ballard Spahr's New Jersey office, Holly Horsley focuses her practice on municipal finance matters, serving as bond counsel, underwriter's counsel, issuer's counsel, borrower's counsel, trustee's counsel, and bank counsel in a broad variety of financings. Her experience includes general obligation notes and bonds, revenue obligations, variable rate multimodal debt, derivative products, multi-family housing bonds, and financings for colleges, universities, charter schools, hospitals, continuing care retirement communities, and other nonprofit entities.

Ms. Horsley has been involved as bond counsel, underwriters' counsel, or institution's counsel with respect to bonds issued to benefit such educational institutions as Princeton University, Swarthmore College, Thomas Jefferson University, The College of New Jersey, New Jersey City University, Kean University, and various charter schools, as well as health care organizations such as Cooper University Hospital, Thomas Jefferson University, Schuylkill Medical Center, Mayo Clinic, Kennedy University Hospital, McLeod Health, and Scottsdale Lincoln Health Network. She also has participated in financings for projects providing hundreds of units of affordable housing. Ms. Horsley serves as bond counsel and underwriter's counsel for a variety of issuers in the State of New Jersey, including the New Jersey Educational Facilities Authority, the New Jersey Economic Development Authority, the New Jersey Housing and Mortgage Finance Agency and the New Jersey Healthcare Facilities Financing Authority. She also regularly represents banks across the country in variable rate transactions involving direct purchases and letters of credit.

Before joining Ballard Spahr, Ms. Horsley worked at Foley & Judell LLP in New Orleans.

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## Professional Activities

National Association of Bond Lawyers (NABL)

New Jersey Bond Lawyers Group

Northeast Women in Public Finance

Ladies First: The Mid-Atlantic Women's Public Finance Forum

## Recognition & Accomplishments

Ms. Horsley and other members of her respective financing teams were awarded *The Bond Buyer's* 2007 Southeast Regional Deal of the Year for a student housing project for Grambling State University, and 2006 Southeast Regional Deal of the Year for the renovation and restoration of the Louisiana Superdome following Hurricane Katrina.

## Publications and Speaking Engagements

Presenter, "Rule 15c2-12 and SEC Municipal Enforcement", National Investment Banking Firm, December 15, 2015

Co-author, "Morristown Memorial Hospital: A Tax Exemption Ruling All Nonprofit Hospitals Need to Know About," Ballard Spahr alert, July 21, 2015

Panelist, "MCDC Initiative for Conduit Borrowers," New Jersey Educational Facilities Authority webinar, October 21, 2014

Co-author, "New Jersey Gets Federal Approval for \$1.8 Billion in Hurricane Sandy Aid," Ballard Spahr alert, May 8, 2013

## Education

Louisiana State University, Paul M. Hebert Law Center (J.D. and B.Civil Law 2005)

Louisiana State University (B.S. 2002)

## Admissions

Louisiana

New Jersey

# Responder Resumes



Tyler M. Cobb

*Associate*

1 East Washington Street, Suite 2300  
Phoenix, AZ 85004  
Direct: 602.798.5420 | Fax: 602.798.5595  
cobbt@ballardspahr.com

## Practice Areas

- Public Finance
- Municipal Recovery

Tyler M. Cobb is an associate in the Public Finance Department and a former Ballard Spahr summer associate. He represents cities, counties, and towns; school districts; health care districts; special taxing districts; and other special issuers in all areas of public finance. He serves as counsel for bonds, notes, special taxes, underwriters, issuers, and trustees in connection with tax-exempt revenue, general obligation, and special assessment bonds.

Mr. Cobb represents clients such as educational and health care institutions, municipalities, charter schools, and financial institutions throughout Arizona and the Southwest, acting as bond counsel and underwriters' counsel.

## Judicial Externship

Hon. Jeanne Garcia, Maricopa County Superior Court, Phoenix, summer 2011

## Professional Activities

National Association of Bond Lawyers, Member

State Bar of Arizona, Member

Ballard Spahr's Pro Bono Committee

## Publications

"Have Your Cake and Eat It Too! Appropriately Harnessing the Advantages of Nonlawyer Ownership," *54 Ariz. L. Rev.* 765, 2012

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## Community Activities

Member, Advisory Council, Raymond S. Kellis High School Marketing and Entrepreneurship Program

## Education

University of Arizona James E. Rogers College of Law (J.D. 2013, *magna cum laude*)

Articles Editor, *University of Arizona Law Review*; Member, Order of the Coif; Recipient, Award for Outstanding Performance in Legal Writing and CALI Award for International Business and Investment Structuring; Member, Business Law Association, Sports and Entertainment Law Society, and National Contract Management Association Student Chapter; Associate Justice, Phi Alpha Delta Law Fraternity

University of North Carolina at Wilmington, Cameron School of Business (B.S. 2008, *cum laude*, University Honors)

Distinguished Service Award Winner; Recipient, Honors Scholars Association Scholarship

## Admissions

Arizona



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

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