



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.


 Authorized Signature _____ Partner
 Title
 William R. Whittington _____ 3/29/2016
 Date
 Printed Name
 Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C. _____ 928-445-0122
 Telephone
 Company Name
 125 N. Granite St. _____ Prescott, AZ 86301
 Address City, State, Zip

For clarification of this offer, contact:

Name: William R. Whittington Phone: 928-445-0122 Fax: 928-445-8021

Email: william.whittington@azbar.org

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 _____
 Name (Print) Title Signature

Approved as to form:


 Pinal County Attorney's Office



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OFFER AND ACCEPTANCE FORM – Page 2

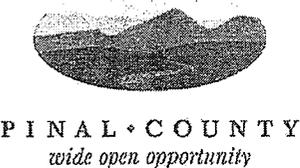
By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- 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.

Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C.

Firm

Authorized Signature

	ROQ – 151721 Specialty Legal Services	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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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:

Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C., ("Contractor"), with its principal place of business at 125 N. Granite Street, Prescott, AZ 86301

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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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.



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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 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.



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- 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.
- 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.



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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

Boyle, Pechanich, Cline, Whittington &
Stallings, P.L.L.C.

By: [Signature]
Title: Member

Date: 5-29-16

PINAL COUNTY

[Signature]
Todd House, Chairman
Board of Supervisors

Date: 6/1/16

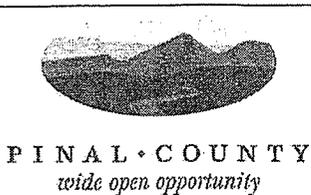
ATTEST:

[Signature]
Sheri Cluff
Clerk of the Board

Approved as to Form:

[Signature]
Chris Keller, Deputy County Attorney





ROQ – 151721
Specialty Legal Services

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SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ (*see attached Fee Chart*) 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

FEE CHART

Senior Partner	\$200/hr.
Partner	\$200/hr.
Associate	\$175/hr.
Paralegal	\$125/hr.

ORIGINAL

RESPONSE TO ROQ 151721

Responder: Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C.

Address: 125 N. Granite St.
Prescott, AZ 86301

Telephone: 928-445-0122

Solicitation Contact Person: Lorina Gillette, CPPB

Section 1

- **Offer & Acceptance Form**
- **Addendum Acknowledgment Form**
- **W-9 Form**
- **Responder's Checklist**



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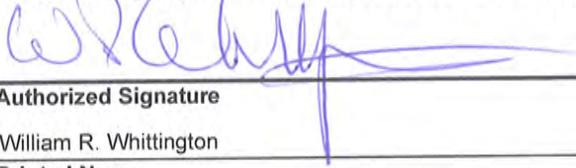
Offer and Acceptance

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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.

 Partner

Authorized Signature Title
 William R. Whittington 3/29/2016

Printed Name Date
 Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C. 928-445-0122

Company Name Telephone
 125 N. Granite St. Prescott, AZ 86301

Address City, State, Zip

For clarification of this offer, contact:

Name: William R. Whittington Phone: 928-445-0122 Fax: 928-445-8021

Email: william.whittington@azbar.org

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 _____ day of _____ 2016.

 Name (Print) Title Signature

Approved as to form: _____
 Pinal County Attorney's Office

 PINAL COUNTY <i>wide open opportunity</i>	<h2>Offer and Acceptance</h2>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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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.

Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C.
Firm



Authorized Signature



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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 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?	NA

Section 2

- **Response Form 1**
- **Supplement Letter with Attachments**

 <p>P I N A L • C O U N T Y <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>
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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: Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C.

Mailing Address: 125 N. Granite Street

City: Prescott State: Arizona Zip Code: 86301

Representative Name: William R. Whittington Title: Authorized Member

Phone Number: 928-445-0122 Fax Number: 928-445-8021

Email Address: william.whittington@azbar.org

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

35 years

1.3 How many years of experience does the local Respondent have: 28 years

1.4 How many years of experience does the key employee have: 28 years

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

If yes, identify who: William R. Whittington

 <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>
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Liaison Phone: 928-445-0122 (x23)

Liaison Email Address: william.whittington@azbar.org

How many years of experience does Liaison have handling public entity clients? 28 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	X	
Collections and bankruptcy		
Commercial transactions and litigation	X	
Construction litigation		
Contractual liability defense		
Election and voter registration law	X	
Eminent domain and relocation		
Environmental law		
Federal and State taxation matters		
General governmental practice (open meetings, public records, etc.)	X	
General litigation	X	
Health care, including public health and managed care	X	
Housing		
Immigration law		



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Response Form 1
ROQ-151721
Specialty Legal Services

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



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Response Form 1
ROQ-151721
Specialty Legal Services

Pinal County
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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: Sedona Fire District
 Address: 2860 Southwest Dr., Sedona, AZ 86336
 Contact Person: Ty Montgomery, Board Chair
 Phone: 928-204-4999 Email Address: tmontgomery@sedonafire.org
 Project Name: We serve as general counsel to the District.

2. Company Name: Town of Clarkdale
 Address: P.O. Box 308, Clarkdale, AZ 86324
 Contact Person: Gayle Maberry, Town Manager
 Phone: 928-634-9591 Email Address: gayle.maberry@clarkdale.az.gov
 Project Name: We serve as general counsel to the Town.

3. Company Name: Timber Mesa Fire & Medical District
 Address: 2922 W. White Mountain Lake Blvd., Lakeside, AZ 85929
 Contact Person: Bryan Savage, Fire Chief
 Phone: 928-368-6112 Email Address: bsavage@timbermesafire.org
 Project Name: We serve as general counsel to the District.

4. Company Name: Yavapai Regional Medical Center
 Address: 1003 Willow Creek Road, Prescott, AZ 86301
 Contact Person: John Amos, Chief Executive Officer
 Phone: 928-771-5676 Email Address: jamos@yrmc.org
 Project Name: We serve as general counsel to the hospital.

5. Company Name: Yavapai County Public Safety Personnel Retirement Board
 Address: 1015 Fair St., Prescott, AZ 86301
 Contact Person: Kim Brady, Board Secretary
 Phone: 928-445-5152 Email Address: kim.brady@yavapai.us
 Project Name: We serve as general counsel to the Board.

 <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>
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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:

OML Compliance work, Board liability and responsibilities, labor law, pension Board work, contract and IGA review and revision, lease purchase and loan documentation and compliance for multiple governmental entities around the state. See attached letter. See also list of sample litigation.

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:

Please see the attached supplemental letter to this response, which includes a more detailed resume for the professionals who will be assisting/providing services to the County.

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

LAW OFFICES

BOYLE, PECHARICH, CLINE, WHITTINGTON & STALLINGS, P.L.L.C.

Robert S. Pecharich
Barry B. Cline
William R. Whittington
John C. Stallings
Donald C. Zavala, Jr.
Hans N. Clugston

125 North Granite Street
Prescott, Arizona 86301

Telephone: (928) 445-0122
Facsimile: (928) 445-8021
www.prescottlawoffices.com

Jonathan A. Millet
G. Eugene Neil
Bryon M. Ackerman
James P. Boyle, Jr. (1913-2003)
Serving Arizona since 1950

March 29, 2016

Lorina Gillette, CPPB
31 North Pinal Street
Building A
Florence, AZ 85132

**Re: Request of Qualifications 151721
Specialty Legal Services
Proposal Due Date: March 29, 2016 at 2:00 p.m.**

Dear Ms. Gillette:

Please accept this letter as our firm's supplemental response to the above-referenced Request of Qualifications, for the purpose of providing specialty legal services to the Pinal County Attorney's Office.

Our firm was formed in 1950 in Prescott, Arizona. We are an A-V rated law firm and have been the premier private provider of legal services to educational and governmental entities in the Prescott and Yavapai County area for many years. Each of our attorneys are licensed to practice law and in good standing in the State of Arizona.

1. Qualifications & Experience.

We have extensive experience in advising governing boards on issues of open meeting law, contract law, employment law, and elected official duties and compliance issues. We have attended hundreds of board meetings of our various governmental clients, assisting with open meeting compliance at each of those meetings. For each of the last 28 years Mr. Whittington has spoken at statewide conferences held for a variety of our governmental clients on the issues of open meeting compliance, board roles and responsibilities, employment law, commercial law, contract law (including intergovernmental agreements) and issues of general liability. He also represents their pension boards and labor commissions (including Pinal County's in the absence of Donna Aversa).

Our law firm consists of 8 attorneys, 6 of whom practice in government related fields, including most areas of public sector law, employment law (including, employment benefits, employee discipline, employment discrimination, and employee policy issues),

education law, general civil litigation, real estate matters, contracts, procurement, financing, IDA matters, open meeting laws, elections law, election issues, joint powers, IGAs, administrative law, constitutional law issues, construction issues and litigation, land use issues, records retention and disclosure, personnel policy issues, and tort liability. We also represent governmental agencies in conjunction with their disability retirement systems and their merit commission work. Each attorney in the firm has various management responsibilities.

Our firm began practice in the public entity and educational arena prior to 1981. Approximately half of the firm's work has been spent providing legal advice and legal representation to public entities.

Our representation of governmental clients includes day-to-day contact with administration and management, and assistance in the review and drafting of documents on a day-to-day basis. When attending our client's board meetings, we are constantly involved in open meeting compliance questions as we assist those clients in all aspects of compliance.

Years of Relevant Experience

William R. Whittington, Esq. (primary contact) – 28 years
Robert S. Pecharich, Esq. – 36 years
G. Eugene Neil – 31 years
Donald C. Zavala – 19 years
Jonathan A. Millet – 5 years
Bryon A. Ackerman – 3 years

Please find attached as Exhibit "A" a firm brochure which includes a listing of each of the attorneys employed in the office, together with their abbreviated biographies, and the resumes for those who will be assisting the County.

William R. Whittington – Mr. Whittington has represented special taxing districts throughout the state of Arizona on a myriad of matters since 1985, including discipline issues, privacy issues, records management and disclosure issues, personnel litigation (age, sex, religious discrimination, wrongful termination, and harassment issues), intergovernmental agreements, vendor contracts, construction contracts, lease purchase agreements, financing contracts, real estate matters, election issues, union MOUs, creation and interpretation of personnel policy manuals, board bylaws, EEOC claims, disciplinary due process hearings and litigation relating to the same, and pension board representation (including disability retirement applications). Also, attached as Exhibit "B" is a list of relevant litigation.

Robert S. Pecharich – Mr. Pecharich has represented Embry-Riddle Aeronautical University, cities, towns and hospitals in the state of Arizona on a myriad of matters since 1978, including personnel disciplinary matters, vendor contracts, construction contracts, equipment acquisition and finance, election issues, board bylaws, student due process hearings, disciplinary hearings and litigation relating to the same. We have also represented management at the Junior College level.

Donald C. Zavala – Mr. Zavala represents both private and public employers in personnel matters, personnel policy matters and litigation, and benefit issues. His responsibilities include the development of personnel policies, and responding to EEOC claims and wrongful termination and discrimination law suits.

G. Eugene Neil – Mr. Neil represents county and city agencies in general administrative and governmental law, open meeting, construction and election issues.

Jonathan A. Millet – Mr. Millet represents government clients in matters involving contract law, construction disputes, financing issues, constitutional issues, criminal prosecution, and general litigation.

Our firm represents at any given time somewhere between 20-30 governmental clients. However, our obligations to our clients and the State Bar ethical rules prevent us from disclosing many of the names of those clients. Select clients include or have included 4 educational institutions (including two post secondary), 40 special taxing districts, 8 cities or counties or their agencies, and 2 hospital districts. Our firm also represents county Merit Commissions and Public Safety Retirement boards. If requested, our firm can obtain the consent needed in order to disclose them.

2. Approach.

- a) We will use paralegals or associates to minimize the financial impact to the County. While the attorney involved in a project is responsible for the end result, we regularly assign the paralegals the “work up” responsibilities on a project.
 - 1) We use email, phone and video conferencing for our electronic communication technology. We have an account for conducting conference calls, through the use of call in numbers and secure passwords.
 - 2) Our typical response time for formal opinions is one day to one week. In the event of an emergency situation, the County would get an immediate response. We are willing to formalize in writing a verbal legal opinion.

- 3) It is unlikely that a conflict of interest will present itself. However, our firm represents various governmental agencies throughout the state and on occasion it is necessary to obtain waivers.
- 4) We subscribe to the State Bar ethics rules. Our practice is to notify a client of a conflict either by phone or by letter. If a conflict or potential conflict exists, we obtain a waiver or refer the client to another firm.

3. **Price.**

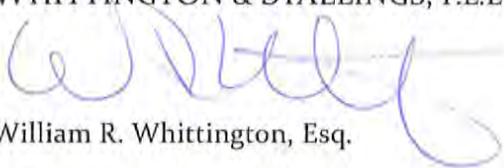
Our firm charges \$200 an hour for a partner's time and \$150 to \$200 an hour for attorney's work, depending on who is performing the work and their experience level. Associates working on general matters are billed at \$150 to \$175 an hour. Paralegals are billed at \$80 to \$125 an hour, depending on their experience level. On occasion, with client consent, the firm retains the services of a specialist in a particular area of expertise. In that event, those costs are passed on to the client, with client consent. The firm does not charge for client entertainment or food. Any adjustments in the rate charged are done after written notice to and discussion with and consent by the client.

Our office is capable of electronic billing when requested by the client. Otherwise, the office typically bills on a monthly basis, with time itemized to 1/10th of an hour. Our office makes use of common timekeeping and related software, including Tabs, Word, Excel, and PowerPoint.

We look forward to providing legal representation Pinal County. Please feel free to contact us with any questions you might have.

Sincerely,

BOYLE, PECHARICH, CLINE,
WHITTINGTON & STALLINGS, P.L.L.C.


William R. Whittington, Esq.

WRW/aro/dmt
Enclosures

Exhibit A

LAW OFFICES
**BOYLE, PECHARICH, CLINE,
WHITTINGTON & STALLINGS, P.L.L.C.**

Serving Arizona since 1950



LAW OFFICES

BOYLE, PECHARICH, CLINE, WHITTINGTON & STALLINGS, P.L.L.C.
125 North Granite Street, Prescott, Arizona 86301 · (928) 445-0122 · Fax: (928) 445-8021 · www.prescottlawoffices.com

Serving Arizona since 1950

About the Firm

Since 1950, our firm has helped people and businesses in Arizona navigate the legal challenges of their personal and professional lives. The Prescott area communities have been good to us; we are committed to making them a better place to live. Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C. firm is rated an AV® Preeminent™ law firm by LexisNexis Martindale-Hubbell.

Robert S. Pecharich. Rob has practiced law in Arizona since 1974. Primary Areas: Business Law, Hospital and Medical Law, Municipal Law, and Real Estate Law.

William R. Whittington. Bill has practiced law in Arizona since 1981. Primary Areas: Business Law, Estate Planning, and Special District Law.

John C. Stallings. John has practiced law in Arizona since 1974. Areas: Estate Planning, and Probate and Trust Administration.

Donald C. Zavala, Jr. Don has practiced law in Arizona since 1994. Primary Areas: Employment Law and Business Law.

Hans N. Clugston. Hans has practiced law in Arizona since 1998. Primary Areas: Guardianships and Conservatorships, Estate Planning, Probate and Trust Administration, Travel Law, and Veteran's Benefits Law.

G. Eugene Neil. Gene has practiced law in Arizona since 1968. Primary Areas: Estate Planning, Municipal Law, and Special District Law.

Jonathan A. Millet. Jonathan has practiced law in Arizona since 2007. Primary Areas: Business Law, Civil Litigation, and Real Estate Law.

Bryon M. Ackerman. Bryon has practiced law in Arizona since 2013. Primary Areas: Estate Planning, Business Law, and Elder Law.

Practice Areas

Municipal Law

Real Estate Law

Special District Law

Public Contracts, Fire District Law, Water District Law, and Sanitary District Law.

Banking Law

Business Law

Business Contracts, Business Formation, Corporations, Non-Profit Corporations, Limited Liability Companies, Purchases and Sales.

Civil Litigation

Federal Court, Superior Court, Justice Court, Personal Injury, Commercial Litigation.

Employment Law

Employment Contracts, Employment Defense, Wrongful Discharge Defense, and General Employment Consulting.

Estate Planning

Trusts, Wills, and Powers of Attorney.

Guardianships and Conservatorships

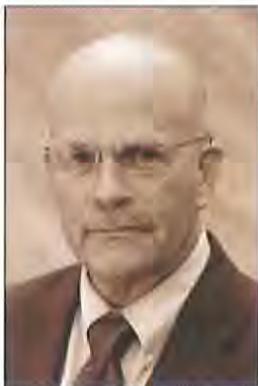
Hospital and Medical Law

Construction Law, Commercial Real Estate, Residential Real Estate, Real Estate Contracts, Zoning Law, and Land Use Law.

Probate and Trust Administration

Travel Law

Veterans' Benefits Law



William R. Whittington, Esq.

Partner

Bill has practiced law in Prescott and Yavapai County since 1981. His practice focuses on representation of businesses and governmental entities.

Bill earned a juris doctor degree from the University of Arizona College of Law in 1981. Bill has practiced with the law firm of Boyle, Pecharich, Cline, Whittington & Stallings since 1981.

Admitted to Practice

State Bar of Arizona (1981).

United States District Court of Arizona (1981).

Education

University of Arizona, Bachelor of Arts, Liberal Arts (1978).

University of Arizona College of Law, Juris Doctor (1981).

Practice Areas

Special District Law

Public Contracts, Fire District Law, Water District Law, Sanitary District Law, and Retirement and Disciplinary Boards.

Banking Law

Real Estate Law

Construction Law, Commercial Real Estate, Residential Real Estate, Real Estate Contracts, Zoning Law, and Land Use Law.

Business Law

Business Contracts, Business Formation, Corporations, Non-Profit Corporations, Limited Liability Companies, Purchases and Sales.

Estate Planning

Trusts, Wills, and Powers of Attorney.

Probate and Trust Administration

Professional and Community

Member, State Bar of Arizona (2007 to present).

Member, Yavapai County Bar Association.

Member, Prescott Estate Planning Council.

Member and Past Board Member, Executive Board for the Probate and Trust Section of the State Bar of Arizona.

Past Member, Ethics Hearing Committee, State Bar of Arizona.

Past Adjunct Professor, Yavapai College.

William R. Whittington

BOYLE, PECHARICH, CLINE, WHITTINGTON & STALLINGS, P.L.L.C.
125 N. Granite Street
Prescott, Arizona 86301
(928) 445-0122

ProfessionalEducation:

University of Arizona 1978, BA, Liberal Arts
 University of Arizona 1981, JD
 Admitted to the Arizona Bar 1981
 Admitted to the U.S. District Court, District of Arizona 1981
 Admitted to the U.S. Court of Appeals Ninth Circuit 1981

Employment:

1981 - Present Law Firm of BOYLE, PECHARICH, CLINE,
 WHITTINGTON & STALLINGS, P.L.L.C. Partner since 1983

Professional Affiliates:

State Bar Sections: Public Employment
 Corporate, Banking and Business Law Section
 Real Property; Tax
 Employment and Labor Law
 Probate and Trust

Adjunct Business

Law Professor: Business College, Yavapai College, Prescott, AZ.
 Business Law; Estate Planning

Arizona College of Trial Advocacy

Yavapai County Bar Association Member

State Bar of Arizona: Ethics Hearing Committee; Fee Arbitration Committee; Executive Board, Probate and
 Trust Section

Frequent lecturer

Statewide Conferences

1985-Present: Arizona Fire District Association (1985- present); Arizona Fire Chief's Association;
 Arizona Ambulance Association (2011); Rural Water Association of Arizona; Arizona
 Hospital Association; International Fire Chiefs Association, Atlanta, GA (2007); Special
 Taxing District Compliance Issues; Contracts; Governing Board Liabilities; Human
 Resource and Labor Law; Open Meeting and Public Records compliance; Estate Planning
 and Tax Issues; End-of-Life Readiness, Yavapai College, OLLI (2007 - 2015); Alta Vista
 (2013); Public Practice Seminar sponsored by Arizona Counties Insurance Pool and
 Arizona Civil Deputies Group (May, 2015)

Articles:

“City’s Pre-employment Drug Testing Held Unconstitutional for Non-Safety Sensitive
 Employee.” AFDA News Summer 2008: Volume 15, Issue 2, Page 14
 “Volunteer Firefighter Pay.” AFDA News Spring 2007: Volume 14, Issue 1, Page 3
 “E-Mail And The Open Meeting Laws.” AFDA News Winter 2005: Volume 12,

“Random Drug & Alcohol Testing.” AFDA News Spring 2004: Volume 11, Issue 1, Page 13

“Sample forms for HIPAA Authorization.” AFDA News Spring 2003: Volume 10, Issue 1, Page 13-14

“Chain of Command vs. 1st Amendment Issues.” AFDA News December, 2003

Practice Areas of
Emphasis:

Governmental and Private Governmental compliance and Contract Issues; Personnel Disciplinary Boards; Public Safety Retirement Boards; Labor Issues; Insurance Defense; Governmental and Private Commercial, Contract Transaction, and Real Estate matters (50%); Estate Planning (20%)

Representation of management in all aspects of business, real estate, commercial and labor related issues, including contract matters; open meeting law; intergovernmental agreements; FLSA issues; Title VII issues; policy creation and enforcement; disciplinary and pre-disciplinary actions; post-disciplinary appeals; public employee retirement issues; civil service issues; open meeting issues; public records; construction questions; contracts; leases; lease/purchase; insurance defense.



Robert S. Pecharich, Esq.
Managing Partner

Rob has practiced law in Prescott and Yavapai County since 1974. His practice focuses on representation of businesses and governmental entities.

Rob graduated from Northern Arizona University with a bachelor's degree in Political Science in 1971 and earned a juris doctor degree from the University of Arizona College of Law in 1974. Rob has practiced with the law firm of Boyle, Pecharich, Cline, Whittington & Stallings since 1974.

Admitted to Practice

State Bar of Arizona (1974).

United States District Court of Arizona (1974).

Education

Northern Arizona University, Bachelor of Arts, Political Science (1971).

University of Arizona College of Law, Juris Doctor (1974).

Practice Areas

Business Law

Business Contracts, Business Formation, Corporations, Non-Profit Corporations, Limited Liability Companies, Purchases and Sales.

Hospital and Medical Law

Municipal Law

Real Estate Law

Construction Law, Commercial Real Estate, Residential Real Estate, Real Estate Contracts, Zoning Law, and Land Use Law.

Professional and Community

Member and Past President, Yavapai County Bar Association.

Board Member, Yavapai County Community Foundation.

Board Member, Prescott Chamber of Commerce.

Member and Past President, Kiwanis Club of Prescott.

Board Member, Prescott Area Art Trust.



Donald C. Zavala, Jr., Esq.

Partner

Don Zavala has practiced law for nearly 20 years. Prior to joining the firm, he practiced law at Snell & Wilmer in Phoenix, Arizona for almost 10 years where he focused on representing businesses in employment law matters and general litigation. At the firm, his practice also includes business law, real estate law, municipal and government law and special district law and civil litigation. Don has handled litigation matters in the Ninth Circuit, Tenth Circuit, Eleventh Circuit, Washington, D.C. Court of Appeals and the Arizona Court of Appeals.

Don graduated from the University of Iowa College of Law in 1993. After graduating, Don worked as a Judicial Law Clerk for the Honorable Robert H. McWilliams on the United States Court of Appeals for the Tenth Circuit in Denver, Colorado before moving to Phoenix.

Don has published dozens of articles on employment and business topics. He regularly presents seminars on employment topics, including: preventing harassment and discrimination, employee-management practices, ADA compliance, FLSA compliance, FMLA Compliance, and drug testing policies.

Admitted to Practice

United States Court of Appeals, Tenth Circuit (1994).

State Bar of Arizona (1994).

United States District Court of Arizona (1994).

Don has also practiced before the United States Court of Appeals in the Ninth Circuit, the Eleventh Circuit, and the District of Columbia.

Education

University of Iowa College of Law, Juris Doctor (1993).

Order of the Coif, Note Editor, Iowa Law Review.

University of Iowa, Bachelor of Business Administration (1981).

Practice Areas

Employment Law

Workplace Employment Investigations, including harassment, discrimination, and other employee conduct.

Employee Management Training, including anti-harassment seminars and training managers in proper employee management skills.

Employment Defense, Wrongful Discharge Defense, Wage and Hour Defense, Family Medical Leave Act, Americans with Disabilities Act, Age Discrimination in Employment Act, Early Retirement Plans, Title VII Claims, Employment Policy Manuals, General Employment Consulting.

Business Law

Business Contracts, Business Formation, Corporations, Non-Profit Corporations, Limited Liability Companies, Purchases and Sales, Base Sale Agreements.

Civil Litigation

Municipal Law

Real Estate Law

Real Estate Purchase Agreements.

Special District Law

Fire District Law, Water District Law, Sanitary District Law.

Professional and Community

Member, Yavapai County Bar Association.

Former Board Member, Sharlot Hall Historical Society.

Former Member, Prescott Economic Development Committee.

Former Board Member, Thomas J. Pappas Regional Education Foundation.



G. Eugene Neil, Esq.
Senior Associate

A Prescott native, Gene graduated from the University of Arizona College of Law in 1968. He then returned to Prescott as a deputy attorney in the Yavapai County Attorney's Office and was appointed as the Yavapai

County Attorney in 1973.

From 1975 to 1993, Gene was a Deputy County Attorney with the Maricopa County Attorney's Office and was the Chief Civil Deputy from 1983 to 1989. From 1993 to 1999, Gene was General Counsel for two school districts in Phoenix. From 1999 to 2009, Gene was in semi-retirement as an Assistant City Attorney in scenic Sedona. Gene has been a Senior Associate with the firm since 2008.

Gene enjoys hiking, camping, and traveling.

Admitted to Practice

State Bar of Arizona (1968).

United States District Court of Arizona (1969).

United States Court of Appeals, Ninth Circuit (1978).

United States Supreme Court (1980).

State Bar of Missouri (1996).

Education

Arizona State University, Bachelor of Science, Finance (1963).

University of Arizona College of Law, Juris Doctor (1968).

Practice Areas

Estate Planning

Trusts, Wills, and Powers of Attorney.

Municipal Law

Real Estate Law

Construction Law, Commercial Real Estate, Residential Real Estate, Real Estate Contracts, Zoning Law, and Land Use Law.

Special District Law

Public Contracts, Fire District Law, Water District Law, and Sanitary District Law.

Professional and Community

Assistant City Attorney, City of Sedona (1999 to 2009).

Deputy Attorney, Chief Civil Deputy (1983 to 1989), Maricopa County Attorney's Office (1975 to 1993).

Yavapai County Attorney (1973 to 1975).

Deputy Attorney, Yavapai County Attorney's Office (1969 to 1972).

Member, Yavapai County Bar Association.

Board Member, Prescott Area Habitat for Humanity.



Jonathan A. Millet, Esq.
Associate

Jonathan focuses on primarily on business matters, contracts, estate planning, and civil litigation in Prescott and Cottonwood. He graduated from the University of Arizona College of Law in 2007.

Admitted to Practice

State Bar of Arizona (2007).
United States District Court of Arizona (2008).

Education

Arizona College of Trial Advocacy, State Bar of Arizona (2010).

University of Arizona College of Law, Juris Doctor (2007).

Articles Editor, Arizona Journal of International and Comparative Law; Dannie Lee Chandler Award for Public Service and First Amendment Rights; Internship at Pima County Superior Court and Clerkships at the Arizona Attorney General's Office and the Coconino County Attorney's Office; Legal Fellow, Senator Jon Kyl (R), U.S. Senate Judiciary Committee, Washington, D.C.

Arizona State University College of Business, Bachelor of Science, *magna cum laude*, Computer Information Systems (2002).

Practice Areas

Business Law

Business Contracts, Business Formation, Corporations, Non-Profit Corporations, Limited Liability Companies, Purchases and Sales.

Municipal Law

Estate Planning

Trusts, Wills, and Powers of Attorney.

Civil Litigation

Superior Court, Federal Court, Commercial Litigation.

Real Estate Law

Commercial Real Estate, Residential Real Estate, Real Estate Contracts, Zoning Law, and Land Use Law.

Professional and Community

Member, Yavapai County Bar Association.

Coach, American Youth Soccer Organization.

Past Member, Prescott Young Professionals.

Past Member, Rotary Club of Prescott.

Member, Church of Jesus Christ of Latter-Day Saints.

Fluent in Spanish; Bilingüe

LAW OFFICES

BOYLE, PECHARICH, CLINE, WHITTINGTON & STALLINGS, P.L.L.C.
125 North Granite Street, Prescott, Arizona 86301 · (928) 445-0122 · Fax: (928) 445-8021 · www.prescottlawoffices.com

Serving Arizona since 1950



John C. Stallings, Esq.

Partner

John has practiced law in Prescott and Yavapai County since 1974. His practice focuses on representation of estate planning and probate matters.

John earned a juris doctor degree from the University of Arizona College of Law in 1974.

Admitted to Practice

State Bar of Arizona (1974)

United States District Court of Arizona (1974)

Education

University of Arizona, Bachelor of Science, Agriculture (1971).

University of Arizona College of Law, Juris Doctorate (1974).

Practice Areas

Estate Planning

Trusts, Wills, and Powers of Attorney.

Probate and Trust Administration

Professional and Community

Member and Past President, Yavapai County Bar Association.

Member and Past President, Kiwanis Club of Prescott.



Hans N. Clugston, Esq.
Partner

Hans has practiced law in Arizona since 1998. Hans' practice centers on guardianships, conservatorships, probate and trust administration, and estate planning. He represents family members and

professional, licensed fiduciaries in these areas. He assists his clients through the often-complicated issues that arise when caring for a person with diminished capacity. He helps his clients to fulfill and honor their loved ones' final wishes in their trusts and wills.

Before partnering with the firm, Hans was in private practice as a solo attorney. He has lived in Yavapai County since 1992 where he and his wife of more than 20 years (a local physician) are raising their daughter.

Hans enjoys traveling.

Admitted to Practice

State Bar of Arizona (1998).

United States District Court of Arizona (1998).

United States District Court of Colorado (1999).

Education

Arizona State University, College of Law, Juris Doctor, *magna cum laude* (1998).

Order of the Coif; Judge Mary M. Schroeder Federal Practice Award; Pedrick Scholar.

University of Connecticut, Department of Anthropology, Candidate for Ph.D. (qualifying exams passed in June, 1992).

Outstanding Presidential Scholar; U.S. Department of Education, Advanced Language Study Grant, Quito, Ecuador.

University of Tulsa, Bachelor of Arts, *magna cum laude*, anthropology (1985).

Practice Areas

Guardianships and Conservatorships

Estate Planning

Trusts, Wills, and Powers of Attorney.

Probate and Trust Administration

Travel Law

Veterans' Benefits Law

Professional and Community

Member, State Bar of Arizona.

Member, National Academy of Elder Law Attorneys.

Accredited Attorney, Veterans Administration.

Member and Past Executive Council Member, Probate and Elder Law Section of the State Bar of Arizona (now Mental Health and Elder Law Section).

Member, Probate and Trust Section of the State Bar of Arizona.

Past Board Member and Family Match, Big Brother/Big Sisters of Yavapai County.



Bryon M. Ackerman, Esq.

Associate

Bryon focuses on estate planning and business law. Bryon grew up most of his life in Arizona and graduated from Prescott High School in 2002. He graduated the University of Arizona in 2007 with his undergraduate degree in

psychology. Bryon graduated from the Regent University School of Law in 2013.

Admitted to Practice

State Bar of Arizona (2013).

Education

Regent University School of Law, Juris Doctor (2013).

Extern/Intern, Senior Law Center, Legal Aid Society of Eastern Virginia, Norfolk, Virginia (2012-2013); Summer Associate, The Keel Group, Ltd., Virginia Beach, Virginia (summer 2012); Intern, John Stepanovich & Associates, Chesapeake, Virginia (2011-2012).

University of Arizona, Bachelor of Science, Psychology (2007).

Practice Areas

Estate Planning

Trusts, Wills, and Powers of Attorney.

Business Law

Business Contracts, Business Formation, Corporations, Non-Profit Corporations, Limited Liability Companies, Purchases and Sales.

Exhibit B

BOYLE, PECHARICH, CLINE, WHITTINGTON & STALLINGS, P.L.L.C.

REPRESENTATIVE LITIGATION

WILLIAM R. WHITTINGTON (As Defense Counsel)

1. *Thomas v. Bill Luke Chrysler Plymouth*; Coconino; Judge Richard K. Mangum; No firm Demand, Offer \$10,000.00. Plaintiff alleged he was assaulted and beaten by dealership employees when they tried to defraud Plaintiff. At trial, Plaintiff requested \$100,000.00. Defense argued liability.

Defense Verdict.

Judgment upheld on appeal.

2. *Carroll v. Sanger Mobile Home. et. al.*; Mohave; Judge James Hancock; Demand \$250,000.00, joint defense Offer \$120,000.00 (with \$180,000.00 authority). Five Plaintiffs burned in propane explosion at mobile home. Summary jury returned non-binding verdict of \$172,000.00.

Case settled for \$178,000.00 when non-participating Defendant contributed the additional \$6,000.00.

3. *Balentine v. Fails*; Defense Counsel; Yavapai County; Judge James Hancock; Demand none, Offer none. Real estate matter, easement, adverse possession, breach of warranty. Summary Judgment granted to Defendant on all counts. Attorneys' fees and costs awarded \$15,000.00. Defense provided under title policy.

Defense Judgment, plus attorney's fees of \$15,000.00.

4. *Benson v. Hassenplug*; Defense Counsel; Yavapai County; Judge James Sult; Demand \$50,000.00, Offer \$30,000.00. Tort, fraud, breach of contract on Plaintiffs' claim relating to wrongful acquisition of real property. Defense provided under title policy.

Defense Judgment, plus attorney's fees of \$70,000.00.

Judgment upheld on appeal.

5. *Central Yavapai Fire District v. Allen*; Defense Counsel; No demand or offer made. Plaintiff alleged employment discrimination.

Summary Judgment for defense on all counts, including award of attorney's fees.

6. *Hernandez v. Central Yavapai Fire District*; Defense Counsel; Yavapai County; E.E.O.C. complaint defense. Plaintiff alleged employment discrimination based

- on race. Resolved at the E.E.O.C. conciliation hearing stage with employee's position remaining a status quo, no expense to employer.
7. *Rumann v. Sedona Fire District*; Defense Counsel; Yavapai County; Defense of E.E.O.C. complaint filed by Plaintiff, alleging sexual harassment. Matter resolved at the E.E.O.C. conciliation stage. Employer paid \$100.00 toward Plaintiff's legal fees. The offending employee provided an apology.
 8. *Lojek v. Winn*; Defense Counsel; Yavapai County; Judge James Hancock. Demand \$40,000.00 plus cessation of all water discharge onto Plaintiff's property, no offer. Plaintiff alleged Defendant's stock tank (now in a developed residential area) discharged water onto Plaintiff's property and damaged his home. At trial, Defendant argued liability. Defense Verdict.
 9. *McCusker v. Golden Valley Fire District, et al.*; Defense Counsel; United States District Court, District of Arizona; Alleged sexual harassment. Demand \$1,000,000 plus punitive damages. Matter resolved prior to trial, \$12,000 settlement to Plaintiff.
 10. *Crews v. Central Yavapai Fire District*; Defense Counsel; E.E.O.C. Complaint, Charge of Age and Religious Discrimination. Resolved by voluntary dismissal of the claim with no awarded damages or concessions on the part of the employer.
 11. *Marlar, et al. v. Golder Ranch Fire District, et al.*; Defense Counsel; Pima County; Judge Ted B. Borek; Litigation involving Fire District annexation and expansion; Administrative Ruling in favor of Defense. Appeal to Superior Court by Plaintiffs – Defense verdict. Plaintiffs appealed to Court of Appeal – Dismissed – Defense verdict stands.
 12. *Walter v. Sedona Fire District*; Defense Counsel; Yavapai County; Claim filed by employee, alleging wrongful termination. Matter resolved. Employer paid \$33,000 in full settlement of claim.
 13. *Edward Alvarez v. Rural Water Association of Arizona*; Defense Counsel; Maricopa County; E.E.O.C. complaint filed by Plaintiff, alleging Religious Discrimination. Resolved by dismissal of the complaint with no awarded damages or concession on the part of the employer.
 14. *Good v. Central Yavapai Fire District*; Defense Counsel; Yavapai County; Resolved by dismissal with no awarded damages or concession.
 15. *Terri Anderson v. Linden Fire District*; Defense Counsel; Navajo County; E.E.O.C. complaint filed by Plaintiff, alleging sex discrimination, hostile work environment, constructive discharge. A position statement was filed by our office.