



PINAL COUNTY
wide open opportunity

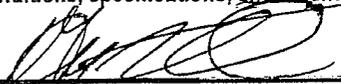
Offer and Acceptance

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 _____ Title MANAGING PARTNER
GARY A. FADELL _____ Date 3/29/16
 Printed Name _____
FADELL, CHENEY, BURT _____ Telephone 602-254-8900
 Company Name _____
1601 N. 7th ST. STE 400 PHOENIX, AZ 85006
 Address _____ City, State, Zip _____

For clarification of this offer, contact:

Name: GARY A. FADELL Phone: 602-254-8900 Fax: 602-254-8989

Email: GARY@FCBFIRM.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 _____
 Name (Print) _____ Title _____ Signature _____

Approved as to form:



 Pinal County Attorney's Office

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<h2>Offer and Acceptance</h2>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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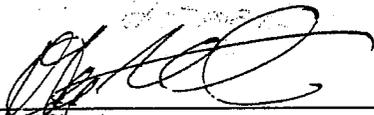
OFFER AND ACCEPTANCE FORM – Page 2

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

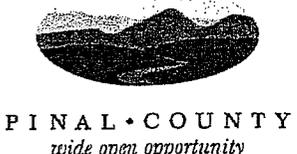
- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give 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.

FADELL, CHEVEY, BURT, 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:

("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.

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

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION

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

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p align="center">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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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.

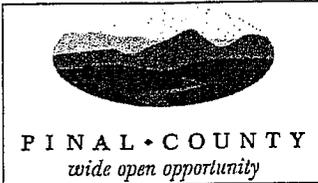


P I N A L • C O U N T Y
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ROQ – 151721
Specialty Legal Services

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

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



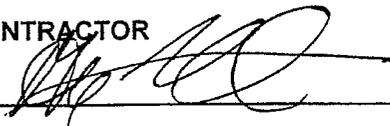
ROQ – 151721
Specialty Legal Services

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

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

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

CONTRACTOR

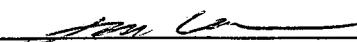


By: Gary A. Fadell

Title: Managing Partner

Date: March 28, 2016

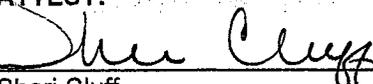
PINAL COUNTY



Todd House, Chairman
Board of Supervisors

Date: 6/1/16

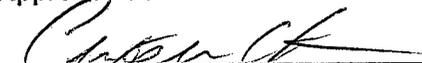
ATTEST:



Sheri Cluff
Clerk of the Board



Approved as to Form:



Chris Keller, Deputy County Attorney

 <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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SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ See Attached Schedule A – Hourly Rate Table 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

FADELL, CHENEY & BURT, P.L.L.C.

SCHEDULE A - HOURLY RATE TABLE

Senior Partner	\$190.00/ hr.
Partner	\$180.00/ hr.
Associate	\$160.00/ hr.
Nurse Consultant	\$ 85.00/ hr.
Paralegal	\$ 80.00/ hr.

ORIGINAL

REVIEW of QUALIFICATIONS

ROQ # 151721

SPECIALITY LEGAL SERVICES

Pinal County Finance Department
31 N. Pinal Street
Building A- Second Floor
P.O. Box 1348
Florence, AZ 85132

Attention: Lorina Gillette, CPPB
520-866-6639

Due: March 29, 2016– 2:00 p.m. Arizona

OFFEROR'S INFORMATION:

Gary A Fadell, Esq.
Fadell, Cheney & Burt, PLLC
1601 North 7th Street, Suite 400
Phoenix, AZ 85006
602-254-8900
602-254-8989 (fax)
gary@fcbfirm.com

Table of Contents

REVIEW of QUALIFICATIONS

ROQ # 151721

SPECIALITY LEGAL SERVICES

SECTION ONE-

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

SECTION TWO-

Response Form 1
 Responders Profile
 Areas of Practice
 References
 Prior Experience Attachment
Statement of Interest and Qualifications
Firm Overview
Professional's Qualifications and Resumes Attachments

SECTION THREE-

Attachment A- Professional Services Contract
Schedule A- Pricing Rate Table
Insurance Certificate

SECTION ONE

REVIEW of QUALIFICATIONS

ROQ # 151721

SPECIALITY LEGAL SERVICES

Fadell, Cheney & Burt, P.L.L.C.

March 29, 2016

Offer & Acceptance Form

Addendum Acknowledgment Form

Addendum One

W-9 Form

Responder's Checklist



PINAL COUNTY
wide open opportunity

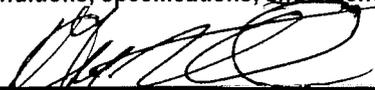
Offer and Acceptance

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 _____ Title MANAGING PARTNER
GARY A. FADELL _____ Date 3/29/16
 Printed Name _____
FADELL CHENEY, BURT _____ Telephone 602-254-8900
 Company Name _____
1601 N. 7th ST. STE 400 PHOENIX, AZ 85006
 Address _____ City, State, Zip _____

For clarification of this offer, contact:

Name: GARY A. FADELL Phone: 602-254-8900 Fax: 602-254-8989

Email: GARY@FCBFIRM.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 _____ day of _____ 2016.

Name (Print) _____ Title _____ Signature _____

Approved as to form:

Pinal County Attorney's Office



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 – 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.

FADELL, CHEVEY, BURT, P.L.L.C.
Firm


Authorized Signature

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<h2>Addendum Acknowledgement Form</h2>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:
<http://pinalcountyz.gov/Purchasing/Pages/CurrentSolicitations.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement _____
Signature Date

ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

If no addendums were issued, indicate below, sign the form and return with your response.

 Firm

 Authorized Signature

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

In accordance with the Pinal County Procurement Code PC1-330(D), the Solicitation is hereby amended as described herein.

1. Revise on page thirteen Scope of Services section 2.1:

Change from: *"Labor law and enforcement"*

Change to: *"Labor law and employment"*

All other instructions, terms and conditions remain unchanged.

END OF ADDENDUM ONE



PINAL COUNTY
wide open opportunity

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?	YES

ORIGINAL

REVIEW of QUALIFICATIONS

ROQ # 151721

SPECIALITY LEGAL SERVICES

Pinal County Finance Department
31 N. Pinal Street
Building A- Second Floor
P.O. Box 1348
Florence, AZ 85132

Attention: Lorina Gillette, CPPB
520-866-6639

Due: March 29, 2016– 2:00 p.m. Arizona

OFFEROR'S INFORMATION:

Gary A Fadell, Esq.
Fadell, Cheney & Burt, PLLC
1601 North 7th Street, Suite 400
Phoenix, AZ 85006
602-254-8900
602-254-8989 (fax)
gary@fcbfirm.com

Table of Contents

REVIEW of QUALIFICATIONS

ROQ # 151721

SPECIALITY LEGAL SERVICES

SECTION ONE-

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

SECTION TWO-

Response Form 1
 Responders Profile
 Areas of Practice
 References
 Prior Experience Attachment
Statement of Interest and Qualifications
Firm Overview
Professional's Qualifications and Resumes Attachments

SECTION THREE-

Attachment A- Professional Services Contract
Schedule A- Pricing Rate Table
Insurance Certificate

SECTION TWO

REVIEW of QUALIFICATIONS

ROQ # 151721

SPECIALITY LEGAL SERVICES

Fadell, Cheney & Burt, P.L.L.C.

March 29, 2016

Response Form 1

Responders Profile

Areas of Practice

References

Prior Experience Attachment

Statement of Interest and Qualifications

Firm Overview

Professional's Qualifications and Resumes Attachments

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

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: Fadell, Cheney & Burt, P.L.L.C.

Mailing Address: 1601 N. 7th Street Ste: 400

City: Phoenix State: AZ Zip Code: 85006

Representative Name: Gary A. Fadell Title: Managing Partner

Phone Number: 602-254-8900 Fax Number: 602-254-8989

Email Address: Gary@FCBFIRM.com

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

18 years

1.3 How many years of experience does the local Respondent have: 25 years

1.4 How many years of experience does the key employee have: 25 years

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

If yes, identify who: _____



**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

Liaison Phone: _____

Liaison Email Address: _____

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

2 Areas of Practice

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

Area of Practice	Check Yes or No	
	Yes	No
Appellate Practice	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



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Response Form 1
ROQ-151721
Specialty Legal Services

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

Infrastructure design		X
Insurance contracts		X
Intellectual property		X
Labor law and enforcement	X	
Land use		X
Legislative matters		X
Medical malpractice	X	
Mental Health		X
Planning and zoning		X
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		X
Section 1983 civil rights defense	X	
Special taxing district law		X
Tort liability	X	
Other- Adoption	X	



PINAL COUNTY
wide open opportunity

**Response Form 1
ROQ-151721
Specialty Legal Services**

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

3 References

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

1. Company Name: State of Arizona- Attorney General's Office
Address: 177 North Church Street Ste: 1105, Tucson, AZ 85701
Contact Person: Ms. Catherine Stewart or Mr. Richard Guthrie
Phone: 1-520-638-2801 Email Address: Catherine.stewart@azag.gov
Project Name: Payne v. ADOC

2. Company Name: Maricopa County Attorney's Office, Civil Services Division
Address: 222 North Central Ave. Ste: 1100, Phoenix, AZ 85004
Contact Person: Mr. Doug Irish
Phone: 602-506-6173 Email Address: irishd@mcao.maricopa.gov
Project Name: Adoptions, Various other

3. Company Name: CNA Insurance Company
Address: P.O. Box 8317, Chicago, IL 60680-8317
Contact Person: Mr. Brian Boe
Phone: 214.220.5729 Email Address: Brian.boe@cna.com
Project Name: Various defense matters

4. Company Name: Banner Casa Grande Medical Center
Address: 1800 E. Florence Blvd., Casa Grande, AZ 85222
Contact Person: Ms. Rhona Curphy
Phone: 1-520-381-6519 Email Address: rcurphy@cgrmc.org
Project Name: Various defense matters

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



P I N A L • C O U N T Y
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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

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)

See Attached Responder Response- Prior Experience

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)

See Attached Responder Response- Resumes

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

4. Prior Experience

McClurg v. Arpaio, et al.

Fadell Cheney & Burt represented Joseph Arpaio, Sheriff of Maricopa County, in the matter of McClurg v. Arpaio, et al. in the United States District Court, Arizona District. Plaintiffs McClurg alleged that their father, David Wayne McClurg, an inmate in the Maricopa County Jail, received inadequate medical care while incarcerated at the jail. We filed a Motion to Dismiss Plaintiffs' Complaint against Sheriff Arpaio, which was granted. Plaintiffs appealed the dismissal to the Appellate Court. The Appellate Court upheld the dismissal. Plaintiffs then filed an appeal to the Ninth Circuit Court of Appeals, which also upheld the Appellate Court's decision and the matter was dismissed in its entirety.

We began our representation of Sheriff Arpaio in approximately August of 2009 and the Ninth Circuit's decision to dismiss the case was rendered in January, 2016. Our staff members involved in the Sheriff's defense included Attorneys Gary A. Fadell, Janice H. Moore, Tracey Fernandes and Robert J. Ross. They were assisted by our paralegal Joyce McLaren and legal nurse consultant, Betsy Bourque.

Fiedler v. CGRMC

Fadell Cheney & Burt represented Casa Grande Regional Medical Center (CGRMC) in a lawsuit brought by Plaintiff, Peggy Fiedler. Plaintiff's Complaint alleged that Ms. Fiedler was injured as a result of a slip and fall that she experienced at CGRMC. CGRMC denied any and all liability and had retained an expert to support its position. The parties participated in a private mediation at which time the matter was resolved.

Medical Malpractice Defense

Fadell, Cheney & Burt has a long history of representing medical professionals in cases alleging negligence, misconduct, or malpractice. Our highly experienced staff provides our clients and insurance carriers with full service by vigorously defending claims against medical professionals. These claims often involve complex complaints and fact patterns, nebulous or unspecified damages and unusual scientific theories. Defending these claims requires experienced lawyers with a highly professional team. We provide our clients with an aggressive defense and unmatched trial experience in both state and federal courts.

We understand not just the legal aspects of medical malpractice matters, but also the medical, professional and the personal aspects. Our staff includes a nurse to assist in analysis of complicated medical issues. We can defend against any medical malpractice charges, including misdiagnosis, failure to diagnose, medical and surgical treatment errors and poor outcome. Once the case is finished we are able assist with any issues regarding credentialing and licensing that may arise.

Additionally, Fadell, Cheney & Burt can provide risk management services to help prevent potential future claims of medical malpractice. Our attorneys can help develop proactive measures and can provide educational seminars for medical staff and professionals on relevant legal issues. Improved policies and protocols will reduce potential risk exposure.

Professional Malpractice/Professional Liability

Companies, firms and individuals who provide professional services such as lawyers and engineers are often exposed to lawsuits based upon claimed errors, negligence or deficiencies in the provision of those services. Not only individuals who provide such services, but also the practice groups, firms and individuals who hired those professionals may be exposed to damages where these professionals do not properly discharge their functions. Fadell, Cheney & Burt is able to both prosecute and defend a wide variety of professional liability claims and malpractice cases involving licensed professionals.

Our lawyers recognize that the cases involving professional liability claims can require aggressiveness and compassion. Victims of alleged professional negligence often have suffered, or feel they have suffered damages caused by professionals they entrusted. Moreover, professionals who have rendered professional services are often compelled to defend themselves from baseless accusations that not only expose them to financial liability but also endanger their professional reputations.

Fadell, Cheney & Burt is able to alter its approach and strategy in whatever way will be beneficial and prudent in each particular case. We aggressively and tenaciously pursue counterclaims or affirmative defenses where necessary or alternatively seek early resolution of disputes through arbitration or mediation.

Licensing Agencies

Fadell, Cheney & Burt represents professionals in administrative law issues, including licensing procedures and credentialing boards. We appear before licensing boards, such as the Arizona Medical Board, the Arizona Board of Nursing, various hospitals, insurance company and other credentialing committees.

Employment/Labor Law

Fadell, Cheney & Burt represents individuals and companies in matters concerning employment and labor law related issues. Our attorneys have experience interpreting and applying state and federal statutes and case law, and drafting contracts that incorporate the applicable laws. We are committed to working with our clients to avoid employment practices exposure whenever possible through preventative efforts to reduce employment-related risks, strategic advice on approaches to corrective action, and by employing cost-effective dispute resolution when appropriate. If litigation arises, we have the experience, resources and skill to effectively and efficiently defend our clients' rights in a manner that best serves the client's goals.

Our lawyers are uniquely qualified to assist their private and public sector clients with internal employment issues (such as policy review, internal investigation, employment/risk management, education of management and staff, and strategic advice on personnel issues), the handling of government agency matters and litigation through trial and appeal. Our lawyers' combination of extensive trial experience in both Arizona and federal courts provides them with both an understanding of employment-related issues and a level of strategic excellence.

Premises Liability

Fadell, Cheney & Burt represents individuals and companies in matters of alleged premises liability. Slipping, tripping, and falling often lead to very severe and permanent injuries. These types of premises liability claims are often difficult to prove. Although the general belief is that a property owner is automatically liable for harm occurring on their property, these types of claims are not strict liability and involve a variety of complex legal issues.

Administrative Law

Fadell, Cheney & Burt represents individuals and companies in matters of alleged premises liability. Slipping, tripping, and falling often lead to very severe and permanent injuries. These types of premises liability claims are often difficult to prove. Although the general belief is that a property owner is automatically liable for harm occurring on their property, these types of claims are not strict liability and involve a variety of complex legal issues.

Personal Injury

Fadell, Cheney & Burt helps individuals, families and companies in matters related to severe personal injury and wrongful death. We are highly experience in handling injury cases ranging from minor injuries to catastrophic injury cases arising from motor vehicle accidents, defective products, and dangerous premises.

Injury Accidents

We will assist you in recovering compensation and damages for serious personal injury sustained in accidents such as:

- Car accident
- Truck accident
- Motorcycle accident
- DUI accident, including those involving dram shop liability
- Toxic tort, such as an asbestos or mold claim
- Construction site accident
- Dangerous property condition, including defective sidewalks, poorly maintained premises, and bad lighting

Civil Rights Defense

Fadell, Cheney & Burt represents state, county, local municipalities, other law enforcement and public agencies and correctional facilities in the defense of civil rights claims brought against the organization or individuals. This includes claims such as law enforcement's excessive use of force and claims of discrimination based on race, gender, religion, disability, age, or any civil liberty protected by the Constitution and Civil Rights Acts. Our lawyers have extensive experience with civil rights litigation and have handled numerous 42 U.S.C. § 1983 cases involving civil rights issues (excessive force, discrimination and sexual harassment), including Title VII and Title IX litigation and claims arising under the Americans with Disabilities Act.

Fadell, Cheney & Burt represents jails and detention facilities in cases such as civil rights issues alleging First Amendment violations, Fourth Amendment violations, Eighth Amendment violations, Fourteenth Amendment violations, excessive force issues, lack of adequate medical care, general jail conditions, and lack of access to courts. We have resolved many cases prior to trial by aggressive motion practice, while others were successfully defended at the trial level. Often these cases are appealed to higher courts, and we have a record of success in defending cases on appeal. Fadell, Cheney & Burt can also assist with the investigation of potential claims to help our clients determine their liability exposure and decide whether they wish to seek an early, effective and efficient resolution.

Fadell, Cheney & Burt has experience in defending our clients from allegations of civil rights violations.

FADELL ◊ CHENEY ◊ BURT

P.L.L.C.

**Gary A. Fadell
Cynthia V. Cheney
Jeffrey L. McLerran**

**Of Counsel:
Janice H. Moore
Tracey N. Fernandes**

FADELL, CHENEY & BURT, PLLC

STATEMENT OF INTEREST AND QUALIFICATIONS

Fadell, Cheney & Burt, PLLC is interested in being designated as a provider of outside legal services for the County of Pinal in the State of Arizona, and agrees to all guidelines set forth in its Review of Qualifications ROQ # 151721 Specialty Legal Services.

Fadell, Cheney & Burt is an AV rated firm that provides a full range of litigation services to the State of Arizona, various counties and cities, businesses and individuals. We offer exceptional experience and expertise to help our clients achieve their goals. We take great pride in our commitment to provide high-quality, innovative and responsive legal services.

Fadell, Cheney & Burt is known for its well-balanced combination of aggressive, competent litigators and negotiators, seasoned trial practitioners, and experienced professional staff. Our attorneys have extensive experience in medical malpractice defense; contract negotiation and drafting; personal, product and property injury law; municipal liability; civil rights defense; professional licensing defense; professional malpractice claims; employment law; and, general business and personal litigation services. Fadell, Cheney & Burt is also available to do conflict criminal cases. Gary Fadell is a former prosecutor.

Our firm is committed to our slogan - **TAILORING SOLUTIONS TO MEET YOUR GOALS**. We believe that an ethical, creative, thoughtful and tactful approach for each of our clients helps them meet their business, financial, and personal objectives.

FADELL, CHENEY & BURT, PLLC

STATEMENT OF QUALIFICATIONS

Fadell, Cheney & Burt, PLLC consists of the following personnel:

1. Three senior partner level trial attorneys (one in an Of-Counsel status; one partner with significant experience in medical malpractice), one "Of Counsel" attorney and one associate attorney.
2. One nurse paralegal with experience in various nursing fields, including ICU, health maintenance organizations, emergency medicine, flight nursing, managed care, and nursing management. In addition to clinical experience our nurse paralegal has significant experience in risk management and claims investigation.
3. One paralegal with 34 years of experience in negligence and medical malpractice.

Associate Robert Ross has vast experience in Plaintiff's personal injury matters from inception to completion. Additionally, Mr. Ross plays an active role in assisting senior council with medical malpractice defense cases. He is key in managing the firm's adoption practice, both private and public.

This Firm also has the training and experience to represent any employer in matters (whether covered by insurance or not) in employment law and discrimination based on age, sex, race, religion and disability. Ms. Moore and Ms. Fernandes collectively have more than 46 years of experience representing public sector and private employers concerning workplace disputes.

In addition, both Ms. Moore and Ms. Fernandes have substantial litigation experience defending employers against a variety of statutory and state-based claims including but not limited to Eleventh Amendment immunity issues Affirmative Action, including reverse discrimination, OFCCP compliance issues, ADA, ADEA, Title VII, Title VI, §503 and 504 of the Rehabilitation Act, as well as the Equal Pay Act. Ms. Moore and Ms. Fernandes have tried several cases to verdict. In 2002, they obtained a defense verdict for the City of Phoenix in a two-week hostile environment race case. They have also won countless summary judgment motions on behalf of employers. Both have conducted sensitive workplace investigations on behalf of high profile employees and have litigated countless cases successfully. Ms. Moore has significant mediation experience

and has a proven track record in prelitigation counseling to avoid litigation. Ms. Moore conducts anti-harassment training for both public sector and private employers, and also serves as a mediator for employment matters involving the United States of America.

Fadell, Cheney & Burt has represented numerous insurance carriers in representing the interests of doctors, hospitals, and other medical facilities across Arizona, in both State and Federal Courts. Additionally, the Firm has a highly specialized employment law section that handles Federal and State-based statutory and common law claims. Areas of expertise include Eleventh Amendment immunity issues, Affirmative Action, including reverse discrimination, OFCCP compliance issues, ADA, ADEA, Title VII, VI, 1981, and 1983, Title IX, 503 and 504 of the Rehabilitation Act, and the Equal Pay Act.

Both individually and collectively, the professional staff of Fadell, Cheney & Burt contributes to the civic life and the legal profession, serving as pro tem judges, instructors and speakers at continuing education seminars and other professional and personal development functions. One of the founding partners has volunteered as an adult counselor and camp director for Anytown, a program dedicated to exposing high school students to a variety of cultures and the beauty of diversity. The Firm has both publicly and financially supported the National Conference for Community and Justice and many other charitable organizations and causes such as youth sports, the American Diabetes Association, the National Multiple Sclerosis Society and the Arizona Hemophilia Association as part of our commitment to the community.

Fadell, Cheney & Burt has established itself as a well-respected law firm, with extensive experience and proven results in the representation of hospitals, health care professionals, long-term care facilities and other health care venues. We also represent health care facilities, municipalities, school districts and other employers in labor and employment law matters. With a core philosophy of professional integrity and uncompromising client service, we provide effective, result-oriented representation at reasonable rates. Fadell, Cheney & Burt is also available to do conflict criminal cases. Gary Fadell is a former prosecutor.

ROQ # 151721 REVIEW OF QUALIFICATIONS- SPECIALITY LEGAL SERVICES

Qualifications and Experience of Individuals

This Qualification and Experience Summary is used to provide the qualifications of the individuals offered for each Area of Practice.

1. Name of Individual	3. Title	4. Arizona State Bar Number
Gary A. Fadell	Senior Managing Partner	005879

2. Areas of Practice: Appellate Work
Negligence Actions including Defense of Healthcare Professionals
Represent County Entities and County Employees for Acts Committed as a County Employee
Negligence, Civil Rights and other Tort Actions
Represent State Agencies and State Employees for Acts Committed as a State Employee
Subrogation On Behalf Of State

APPELLATE PRACTICE

Extensive experience in the areas of Federal and State Court appellate practice. Mr. Fadell's experience is in civil and criminal, both in private practice and as an Assistant Attorney General.

NEGLIGENCE TORT LIABILITY

Mr. Fadell and the other senior partner of the Firm have been retained by multiple insurance carriers in a variety of personal injury matters, ranging from motor vehicle accidents, premises liability, slip and fall and professional negligence matters such as legal, dental and medical malpractice.

CIVIL RIGHTS

Gary Fadell continues to represent individuals who are subject to Section 1983 Civil Rights claims. Because of his work with the Attorney General's Office, he has defended and continues to defend law enforcement, medical professionals and other individuals sued under Section 1983.

HEALTHCARE AND MEDICAL MALPRACTICE

All members of the Firm are heavily committed to defending all aspects of healthcare in Arizona. This representation includes nursing homes, assisted living centers, the State of Arizona, Maricopa County and virtually all of the hospitals in the metropolitan Phoenix area. The Firm also represents hospitals in Prescott, Globe, Case Grande, Tucson and Yuma. Our representation has also included cases filed in Federal Court. Additionally, the Firm represents individual physicians sued for medical negligence. Further, Fadell, Cheney & Burt provides representation to physicians and nurses before their respective licensing boards.

REPRESENTATION OF STATE EMPLOYEES FOR ACTS COMMITTED AS A STATE EMPLOYEE

All members of the Firm represented public employees for acts committed during their employment. This representation has included prosecutors, law enforcement officials, detention officers, municipal workers and others

SUBROGATION ON BEHALF OF STATE

All members of the Firm have both prosecuted and defended personal injury and property damage claims.

REPRESENT COUNTY ENTITIES AND COUNTY EMPLOYEES FOR ACTS COMMITTED AS A COUNTY EMPLOYEE

All members of the Firm represented Maricopa County employees for acts committed during their employment. This representation has included prosecutors, law enforcement officials, detention officers, municipal workers and others

SEE ATTACHED RESUME FOR EDUCATION AND EXPERIENCE

GARY ALLEN FADELL

*FADELL, CHENEY & BURT, P.L.L.C.
1601 N. 7th Street, Suite 400
Phoenix, Arizona 85006 (602) 254-8900
gary@fcbfirm.com*

EDUCATION

Law:

Michigan State University
Detroit College of Law
East Lansing, Michigan
J.D. Degree, January 1978, elected to Law Review
Admitted to Michigan Bar, 1978; Arizona Bar, 1979
Admitted to practice U.S. District Court in Arizona and Michigan
Admitted to United States Court of Appeals, Eighth and Ninth Circuits

Undergraduate:

Central Michigan University
Mount Pleasant, Michigan
B.S., Sociology, Degree Conferred with Honors
June 1973

PROFESSIONAL EXPERIENCE

FADELL CHENEY & BURT, P.L.L.C.
ATTORNEY AT LAW A-V RATED

PHOENIX, ARIZONA
DECEMBER 1996 TO PRESENT

Private litigation and consulting practice, primarily in defense of hospitals, physicians and nurses in professional malpractice litigation and regulatory proceedings. Consultant to health care organizations and insurers on quality management and regulatory compliance issues. Extensive trial experience in defense of hospitals, nurses and physicians.

BROENING OBERG WOODS WILSON & CASS, P.C.
ATTORNEY AT LAW
(Elected to partnership 1/1/95)

PHOENIX, ARIZONA
MAY 1992 - DECEMBER 1996

Private litigation and consulting practice, primarily in defense of hospitals, physicians, nurses and dentists in professional malpractice litigation and regulatory proceedings, and as consultant to health care organization and insurers on quality management and regulatory compliance issues. Trial experience in defense of hospitals, nurses and physicians.

MITTEN, GOODWIN & RAUP
ATTORNEY AT LAW

PHOENIX, ARIZONA
JANUARY 1990 - MAY 1992

Private litigation practice, primarily in defense of hospitals, physicians, nurses and attorneys. Trial experience in defense of physicians.

GARY ALLEN FADELL

*FADELL, CHENEY & BURT, P.L.L.C.
1601 N. 7th Street, Suite 400
Phoenix, Arizona 85006 (602) 254-8900*

RENAUD, COOK & DRURY ATTORNEY AT LAW

**PHOENIX, ARIZONA
OCTOBER 1988 - JANUARY 1990**

Private civil litigation practice, with emphasis on defense of psychiatrists, nurses and health care providers. Trial experience in defense matters.

OFFICE OF THE ATTORNEY GENERAL ASSISTANT ATTORNEY GENERAL AND ASSISTANT CHIEF COUNSEL

**PHOENIX, ARIZONA
JULY 1980 - OCTOBER 1988**

Attorney in Criminal Division responsible for trial level prosecution of individuals charged with offenses ranging from murder to drunk driving. Over 20 jury trials, including first degree murder trials. Extensive Appellate practice before the Arizona Supreme Court, Court of Appeals, U.S. District Court and Ninth Circuit Court of Appeals.

Assistant Chief Counsel in Insurance Defense Division, designated medical malpractice specialist, assigned to defend attending and resident physicians associated with the University of Arizona College of Medicine. Trial experience in defense matters.

PROFESSIONAL ORGANIZATIONS AND ACTIVITIES

Memberships Actively Maintained:

Arizona Bar Association

Maricopa County Bar Association (Medical/Legal Committee) - Past Chair Person

Arizona Association of Health Care Lawyers

Arizona Association of Defense Attorneys (Medical Malpractice Committee)

Faculty – Arizona College of Trial Advocacy (State Bar of Arizona)

Partial List of Sponsors for Medical-Legal-Litigation Presentations:

Truck Insurance Exchange

Maricopa County Bar Association - Faculty Presenter (National Institute of Trial Advocacy)

Casa Grande Regional Medical Center, Casa Grande, Arizona

Yavapai Regional Medical Center, Prescott, Arizona

Cobre Valley Regional Medical Center, Globe, Arizona

State Bar of Arizona

Judicial Appointment:

Judge Pro Tem, Maricopa County Superior Court

1992 – Present (criminal and civil assignments)

AV Rated- Martindale Hubbell

2013-2015 Super Lawyer designation by nomination

ROQ # 151721 REVIEW OF QUALIFICATIONS- SPECIALITY LEGAL SERVICES

Qualifications and Experience of Individuals

This Qualification and Experience Summary is used to provide the qualifications of the individuals offered for each Area of Practice.

1. Name of Individual	3. Title	4. Arizona State Bar Number
Cynthia V. Cheney	Senior Partner	009879
2. Areas of Practice: Negligence, Civil Rights and other Tort Actions		
Represent State Employees for Acts Committed as a State Employee		

NEGLIGENCE TORT LIABILITY

Ms. Cheney and the other senior partner of the Firm have been retained by multiple insurance carriers in a variety of personal injury matters, ranging from motor vehicle accidents, premises liability, slip and fall and professional negligence matters such as legal, dental and medical malpractice.

HEALTHCARE AND MEDICAL MALPRACTICE

Ms. Cheney and all members of the Firm are heavily committed to defending all aspects of healthcare in Arizona. This representation includes nursing homes, assisted living centers, the State of Arizona, Maricopa County and virtually all of the hospitals in the metropolitan Phoenix area. The Firm also represents hospitals in Prescott, Globe, Case Grande, Tucson and Yuma. Our representation has also included cases filed in Federal Court. Additionally, the Firm represents individual physicians sued for medical negligence. Further, Fadell, Cheney & Burt provides representation to physicians and nurses before their respective licensing boards.

REPRESENTATION OF STATE EMPLOYEES FOR ACTS COMMITTED AS A STATE EMPLOYEE

All members of the Firm represented public employees for acts committed during their employment. This representation has included prosecutors, law enforcement officials, dentition officers, municipal workers and others.

SEE ATTACHED RESUME FOR EDUCATION AND EXPERIENCE

CYNTHIA VAN RENSSELAER CHENEY

FADELL, CHENEY & BURT, P.L.L.C.
1601 North 7th Street, Suite 400
Phoenix, Arizona 85006 (602) 254-8900

EDUCATION

Law:

Arizona State University College of Law
Tempe, Arizona
J.D. Degree Conferred, May 1984
Admitted to Arizona State Bar, October 1984
Admitted to practice U.S. District Court
(Arizona), November 1984

Undergraduate:

University of Arizona
Tucson, Arizona
B.S., Nursing, Degree Conferred with High Honors
August 1979

Oregon State University
Corvallis, Oregon
B.S., Medical Zoology, Degree Conferred with High Honors
August 1975

PROFESSIONAL EXPERIENCE

ATTORNEY AT LAW (FOUNDING MEMBER)
FADELL, CHENEY & BURT, P.L.L.C.

DECEMBER 1996 – PRESENT
Phoenix, Arizona

Medical malpractice defense, representing hospitals and physicians in civil litigation and before licensing boards, and also consulting with health care entities providers, organizations and insurers on peer review, quality management and regulatory compliance issues; general litigation for hospitals and other health care entities (drug and medical device claims, premises liability and employment claims). Current practice is primarily conducting private mediations of medical malpractice and elder abuse lawsuits.

ATTORNEY AT LAW (ELECTED TO MEMBERSHIP 1/1/94)
BROENING OBERG WOODS WILSON & CASS

MAY 1990 - NOVEMBER 1996
Phoenix, Arizona

Litigation, primarily medical malpractice defense representing hospital and physicians; also representing hospitals, medical practices and managed care organizations in employment, premises liability, and drug and medical device claims.

CYNTHIA VAN RENSSELAER CHENEY

FADELL, CHENEY & BURT, P.L.L.C.
1601 North 7th Street, Suite 400
Phoenix, Arizona 85006 (602) 254-8900

ATTORNEY AT LAW SEPTEMBER 1988 - APRIL 1990
BRYAN, CAVE, McPHEETERS & McROBERTS Phoenix, Arizona

Litigation practice, primarily representing major military defense contractors (e.g., McDonnell Douglas Helicopter Company) in employment and U.S. Government fraud, waste and abuse actions.

ATTORNEY AT LAW SEPTEMBER 1985 - AUGUST 1988
BONNETT, FAIRBOURN & FRIEDMAN Phoenix, Arizona

Civil litigation and insurance defense practice, with emphasis on (1) defense of personal injury cases involving severe or complex bodily injuries (e.g., construction site, railroad crossing accidents and toxic torts); and (2) defense of employers in discrimination and other actions brought by employees; also, worker=s compensation, general commercial and antitrust litigation.

JUDICIAL LAW CLERK SEPTEMBER 1984 - AUGUST 1985
THE HONORABLE BRUCE E. MEYERSON Phoenix, Arizona
ARIZONA STATE COURT OF APPEALS

LEGAL RESEARCH ASSISTANT SEPTEMBER 1983 - AUGUST 1984
PROFESSOR ANN STANTON Phoenix, Arizona
ARIZONA STATE UNIVERSITY COLLEGE OF LAW

REGISTERED NURSE SEPTEMBER 1982 - AUGUST 1984
MARICOPA MEDICAL CENTER Phoenix, Arizona
NEWBORN NURSERY/OBSTETRICS

PROFESSIONAL ORGANIZATIONS AND ACTIVITIES

American Academy of Hospital Attorneys
Arizona Association of Health Care Lawyers
(Member, Board of Directors 1992-95)
Arizona Association of Defense Counsel
(Member, Board of Directors 1992-1999)
The American Association of Nurse Attorneys
(Charter Member, Southwest Chapter)
American Society of Law and Medicine
American and Arizona Bar Associations
Sigma Xi National Scientific Research Honorary

CYNTHIA VAN RENSSELAER CHENEY

*FADELL, CHENEY & BURT, P.L.L.C.
1601 North 7th Street, Suite 400
Phoenix, Arizona 85006 (602) 254-8900*

Bioethics Committees:

St. Luke's Medical Center 1992 - 1997

Community Hospice 1994 - 1995

Partial List of Sponsors for Risk Management Presentations:

Mutual Insurance Company of Arizona (MICA)

Blue Cross/Blue Shield of Arizona

Samaritan Health System, Phoenix, Arizona

National Business Institute (NBI), Chicago, Illinois

Lorman Business Center, Minneapolis, Minnesota

Catholic Healthcare West

State Government Appointments:

Member, Governor's Oversight Committee on AIDS

October 1990 - 1991

Co-Chair, Governor's Task Force on AIDS

October 1988 through October 1990

ROQ # 151721 REVIEW OF QUALIFICATIONS- SPECIALITY LEGAL SERVICES

Qualifications and Experience of Individuals

This Qualification and Experience Summary is used to provide the qualifications of the individuals offered for each Area of Practice.

1. Name of Individual	3. Title	4. Arizona State Bar Number
Janice H. Moore	Partner- Of Council	006180

**2. Areas of Practice: Civil Rights, Housing Discrimination, Employment Discrimination, Disabilities Education
 Employment Law, Discrimination- Age, Sex, Race, Religion, Handicap
 Represent County Entities and County Employees for Acts Committed as a County Employee
 Represent State Employees for Acts Committed as a State Employee**

Janice H. Moore is currently Of Counsel to the firm of Fadell Cheney & Burt, P.L.L.C. Prior to February 1, 2004, she was a shareholder in the law firm Gaona Moore, P.C., a 100% minority-owned firm established in June of 1999. She primarily represents management in the areas of employment, labor and school law, with an emphasis on litigation. In addition to her litigation practice, Ms. Moore also provides diversity training to employers focusing on preventative and corrective measures to guard against unnecessary lawsuits and adverse publicity. She practices in all Arizona courts including the Ninth Circuit Court of Appeals. She is AV rated and listed in Martindale-Hubbel's Bar Register of Preeminent Lawyers.

Ms. Moore was previously co-founder and partner of Moore McCoy, P.C, and Janice H. Moore, P.C. (1995-1999). In 1993, she became a senior member of O'Connor, Cavanagh, Anderson, Westover, Killingsworth & Beshears, P.A., Before that, she was senior counsel for Arizona Public Service for ten years where she focused on employment and civil litigation. She received her Juris Doctorate from the University of Illinois College of Law in 1974, and her A.B. from the University of Alabama in 1971. Ms. Moore is admitted to practice in Arizona, Illinois and the Ninth Circuit Court of Appeals. She is the past president of the Hayzel B. Daniels Bar Association (formerly the Arizona Black Lawyers Association), has served on the Board of Directors of the Arizona State Bar Foundation and was Co-President of the Lorna Lockwood Inn of Court. Committed to Alternative Dispute Resolution, she is a member of the Employment and Commercial Panels, American Arbitration Association. In addition, she is a private mediator focusing on the early resolution of employment disputes. She is also a member of the ABA (Litigation Section) and DRI.

Ms. Moore is also active outside the legal community. She is a member of the Greater Phoenix Black Chamber of Commerce, and a sustaining Fellow of the Arizona Bar Foundation. She is a former member of the Human Resources Committee for the Grand Canyon Chapter of the American Red Cross for 2004-2005. Ms. Moore was the recipient of the Maricopa County NAACP award in April 2005 for Outstanding Leadership in Legal Redress. She frequently lectures on employment law at local and national seminars and recently presented at the Arizona State Bar Convention in June of 2008.

SEE ATTACHED RESUME FOR EDUCATION AND EXPERIENCE

JANICE H. MOORE

FADELL, CHENEY & BURT, P.L.L.C.
1601 North 7th Street, Suite 400
Phoenix, Arizona 85006 (602) 254-8900

EDUCATION

Law:

University of Illinois College of Law, 1974
J.D. Degree, 1974
Admitted to Iowa Bar, 1975; Illinois Bar, 1975; Arizona Bar, 1980
Admitted to practice U.S. District Courts in Arizona and Southern and
Western Districts of Illinois
Admitted to United States Court of Appeals Ninth Circuit

Undergraduate:

University of Alabama, B.A., 1971
Tuscaloosa, Alabama

PROFESSIONAL EXPERIENCE

OF COUNSEL FEBRUARY 2004 - PRESENT
FADELL, CHENEY & BURT, P.L.L.C., A-V RATED Phoenix, Arizona
Civil litigation practice with emphasis on labor and employment, education law,
insurance defense and appellate work related primarily to representation of
management. Significant trial experience in defending Section 1983 claims
against governmental entities and individuals.

SHAREHOLDER JUNE 1999 – FEBRUARY 2004
GAONA MOORE, P.C. Phoenix, Arizona
Civil litigation practice with emphasis on labor and employment, education law,
insurance defense and appellate work related primarily to representation of
management.

CO-FOUNDER/PARTNER JANUARY 1996 – JUNE 1999
MOORE McCOY, P.C. and JANICE H. MOORE, P.C. Phoenix, Arizona
Civil litigation practice with emphasis on labor and employment, education law,
insurance defense and appellate work related primarily to representation of
management.

JANICE H. MOORE

*FADELL, CHENEY & BURT, P.L.L.C.
1601 North 7th Street, Suite 400
Phoenix, Arizona 85006 (602) 254-8900*

SENIOR MEMBER/SHAREHOLDER

FEBRUARY 1991-1995

*O'CONNOR, CAVANAGH, ANDERSON,
WESTOVER, KILLINGSWORTH & BESHEARS, P.A. Phoenix, Arizona*
Civil litigation practice with emphasis on labor and employment, education law, insurance defense and appellate work related primarily to representation of management. Second African American female elected to partner at major law firm in Phoenix.

SENIOR COUNSEL

1980-1990

ARIZONA PUBLIC SERVICE Phoenix, Arizona
Responsible for managing litigation with outside counsel, as well as representing the company in civil litigation, including employment and commercial litigation, policy implementation and review, conducted sensitive in-house investigations and handled a vast array of issues including Title VII, Section 504, APA, FMLA, and FSLA.

PROFESSIONAL ORGANIZATIONS AND ACTIVITIES

Arizona Bar Association (Employment, Litigation and Minority Lawyer Sections), American Arbitration Association, Neutral on Employment Panel, Hayzel B. Daniels Bar Association, Past Member of Board of Directors, Arizona State Bar Foundation, Co-President of Lorna Lockuoos Inn of Court, Member, Human Resources Committee, Grand Canyon Chapter, American Red Cross, Fellow, Arizona Bar Foundation, Defense Research Institute, NAACP Legal Redress Recipient.

PUBLICATIONS AND PRESENTATIONS

Author of chapter "Negligent Hiring and Supervision," Arizona Employment Handbook, 1995.

Defense Research Institute's (DRI) Employment and Sexual Harassment seminar held in Phoenix on February 24-25, 1994, and DRI's Civil Rights and Governmental Tort Liability Seminar in 1996, 1997 and 1998. In addition, she is a regular presenter for Council on Legal Education and has lectured on topics such as "How to Conduct an Internal Investigation" (May 11, 1999), "EEOC Hiring Compliance" (August 2, 1999), and "Preventing Violence in the Workplace" (December 2001 and October 2002). She presented at the EEOC's 2002 Technical Assistance Program Seminar in Phoenix, Arizona on December 13, 2002. Ms. Moore was a presenter at the Maricopa County Bar Association's Seminar entitled "How to Prepare for and Win Summary Judgment in Federal Court" in June of 2003. She has been a long-time

JANICE H. MOORE

*FADELL, CHENEY & BURT, P.L.L.C.
1601 North 7th Street, Suite 400
Phoenix, Arizona 85006 (602) 254-8900*

presenter for the Council on Legal Education, the nation's preeminent leader in Human Resources Training. In May of 2004, she was a panelist at the Council for Legal Education's Annual Training for Human Resources Managers and Specialists. She was selected to serve on the City Manager's Select Committee to screen candidates for the position of Police Chief for the City of Phoenix in April of 2004.

ROQ # 151721 REVIEW OF QUALIFICATIONS- SPECIALITY LEGAL SERVICES

Qualifications and Experience of Individuals

This Qualification and Experience Summary is used to provide the qualifications of the individuals offered for each Area of Practice.

1. Name of Individual Tracey N. Fernandes	3. Title Senior Associate	4. Arizona State Bar Number 016482
2. Areas of Practice: Appellate Work Civil Rights, Housing Discrimination, Employment Discrimination, Disabilities Education Employment Law, Discrimination- Age, Sex, Race, Religion, Handicap Represent County Entities and County Employees for Acts Committed as a County Represent State Employees for Acts Committed as a State Employee		
<p>Ms. Fernandes is currently Senior Associate to Fadell, Cheney & Burt and maintains a civil litigation practice with an emphasis on labor and employment, insurance defense and appellate work. Ms. Fernandes received her Juris Doctorate from Arizona State University in 1995 and her Bachelor of General Studies from the University of Michigan in 1991. She has been a member of the Arizona Bar since 1995 and is a member of the American Bar Associations' Labor and Employment Sectors.</p> <p>Ms. Fernandes has second chaired several jury and bench trials in both state and federal court, prepared dispositive motions regarding Title VII, ADA, ADEA, Title IX and Eleventh Amendment immunity issues, and has extensive appellate experience, both in state and federal court. She has developed expertise in Section 1983 cases and constitutional issues related to the conflict between anti-harassment policies and the First Amendment. She is admitted to practice in the State and Federal Courts in Arizona.</p> <p style="text-align: center;">SEE ATTACHED RESUME FOR EDUCATION AND EXPERIENCE</p>		

TRACEY N. FERNANDES

FADELL, CHENEY & BURT, P.L.L.C.
1601 N. 7th Street, Suite 400
Phoenix, Arizona 85006 (602) 254-8900

EDUCATION

Law:

Arizona State University
Tempe, Arizona
J.D. Degree, 1995
Admitted to Arizona Bar, 1995
Admitted to U.S. District Court, District of Arizona

Undergraduate:

University of Michigan
Ann Arbor, Michigan
B.G.S., 1991

PROFESSIONAL EXPERIENCE

OF COUNSEL FEBRUARY 2004 - PRESENT
FADELL, CHENEY & BURT, P.L.L.C. Phoenix, Arizona
Civil litigation practice with emphasis on labor and employment, education, insurance defense and appellate work.

ATTORNEY AT LAW JUNE 1999 – FEBRUARY 2004
GAONA MOORE, P.C. Phoenix, Arizona
Civil litigation practice with emphasis on labor and employment, education, insurance defense and appellate work.

ATTORNEY AT LAW JANUARY 1996 – JUNE 1999
MOORE McCOY, P.C., and JANICE H. MOORE, P.C. Phoenix, Arizona
Civil litigation practice with emphasis on labor and employment, education, insurance defense and appellate work.

LAW CLERK/ATTORNEY AT LAW 1995 – JANUARY 1996
GUST ROSENFELD Phoenix, Arizona
Civil litigation practice with emphasis on labor and employment, and insurance.

Ms. Fernandes has second chaired several jury and bench trials in both State and Federal Court, prepared dispositive motions regarding Title VII, ADA, ADEA, Title IX and Eleventh Amendment immunity issues, and has extensive appellate experience, both in State and Federal Court. She has developed expertise in Section 1983 cases and constitutional issues related to the conflict between anti-harassment policies and the First Amendment.

PROFESSIONAL ORGANIZATIONS AND ACTIVITIES

Arizona Bar Association
American Bar Association (Labor and Employment Section)

JANICE H. MOORE is currently Of Counsel to the firm of Fadell Cheney & Burt, P.L.L.C. Prior to February 1, 2004, she was a shareholder in the law firm Gaona Moore, P.C., a 100% minority-owned firm established in June of 1999. She primarily represents management in the areas of employment, labor and school law, with an emphasis on litigation. In addition to her litigation practice, Ms. Moore also provides diversity training to employers focusing on preventative and corrective measures to guard against unnecessary lawsuits and adverse publicity. She practices in all Arizona courts including the Ninth Circuit Court of Appeals. She is AV rated and listed in Martindale-Hubbel's Bar Register of Preeminent Lawyers.

Ms. Moore was previously co-founder and partner of Moore McCoy, P.C, and Janice H. Moore, P.C. (1995-1999). In 1993, she became a senior member of O'Connor, Cavanagh, Anderson, Westover, Killingsworth & Beshears, P.A., Before that, she was senior counsel for Arizona Public Service for ten years where she focused on employment and civil litigation. She received her Juris Doctorate from the University of Illinois College of Law in 1974, and her A.B. from the University of Alabama in 1971. Ms. Moore is admitted to practice in Arizona, Illinois and the Ninth Circuit Court of Appeals. She is the past president of the Hayzel B. Daniels Bar Association (formerly the Arizona Black Lawyers Association), has served on the Board of Directors of the Arizona State Bar Foundation and was Co-President of the Lorna Lockwood Inn of Court. Committed to Alternative Dispute Resolution, she is a member of the Employment and Commercial Panels, American Arbitration Association. In addition, she is a private mediator focusing on the early resolution of employment disputes. She is also a member of the ABA (Litigation Section) and DRI.

Ms. Moore is also active outside the legal community. She is a member of the Greater Phoenix Black Chamber of Commerce, and a sustaining Fellow of the Arizona Bar Foundation. She is a former member of the Human Resources Committee for the Grand Canyon Chapter of the American Red Cross for 2004-2005. Ms. Moore was the recipient of the Maricopa County NAACP award in April 2005 for Outstanding Leadership in Legal Redress. She frequently lectures on employment law at local and national seminars and recently presented at the Arizona State Bar Convention in June of 2008.

Ms. Fernandes is currently Of-Counsel to Fadell, Cheney & Burt and maintains a civil litigation practice with an emphasis on labor and employment, insurance defense and appellate work. Ms. Fernandes received her Juris Doctorate from Arizona State University in 1995 and her Bachelor of General Studies from the University of Michigan in 1991. She has been a member of the Arizona Bar since 1995 and is a member of the American Bar Associations' Labor and Employment Sectors.

Ms. Fernandes has second chaired several jury and bench trials in both state and federal court, prepared dispositive motions regarding Title VII, ADA, ADEA, Title IX and Eleventh Amendment immunity issues, and has extensive appellate experience, both in state and federal court. She has developed expertise in Section 1983 cases and constitutional issues related to the conflict between anti-harassment policies and the First Amendment. She is admitted to practice in the State and Federal Courts in Arizona.

SEE ALSO ATTACHED RESUME FOR EDUCATION AND EXPERIENCE.

STATEMENT OF QUALIFICATIONS AND INTEREST – SUPPLEMENT

FADELL, CHENEY & BURT, PLLC

Janice H. Moore/Tracey N. Fernandes

Civil Rights, Housing Discrimination, Disabilities

Ms. Moore and Ms. Fernandes have more than 25 years of experience defending public sector employers and individual employees against claims alleging civil rights violations, in particular, claims based on § 1983 and § 1981. They are both familiar with 11th Amendment defenses, qualified immunity and other constitutional doctrines that are presented by these lawsuits.

Education

Ms. Moore and Ms. Fernandes have more than 25 years of experience representing school districts. At various times, Ms. Moore has served as counsel to Roosevelt School District and its Governing Board, acted as hearing officer for the Board in disciplinary matters involving students and staff, advised the Board with regard to its compliance with the Open Meeting Law and various other matters implicating Title XV. In addition, Ms. Moore has performed those same services for Phoenix Union High School District and acted as special counsel in sensitive litigation. Ms. Moore has represented the Governing Board of Roosevelt School District and Phoenix Union High School District in employee appeals from the Governing Board's decisions terminating employment in state court (trial and Court of Appeal). Ms. Moore is a designated hearing officer for Phoenix Elementary School District acting in lieu of the Board in pre-termination hearings for both classified and certified employees. Ms. Moore performed diversity training for all classified staff at Scottsdale Unified High School District. Ms. Moore has acted as a hearing officer chosen by the American Arbitration Association in matters involving Governing Boards and School Districts, primarily Roosevelt, Phoenix Union High School District, and Phoenix Elementary School District.

Employment Law

Fadell, Cheney & Burt has the training and experience to represent the State of Arizona in matters (whether covered by insurance or not) in employment law and discrimination based on age, sex, race, religion and disability. Ms. Moore and Ms. Fernandes collectively have more than 38 years of experience representing public and private sector employers concerning workplace disputes. In addition, both Ms. Moore and Ms. Fernandes have substantial litigation experience defending employers against a variety of statutory and state-based claims including, but not limited to, 11th Amendment immunity issues, Affirmative Action, including reverse discrimination, OFCCP compliance issues, ADA, ADEA, Title VII, Title VI, § 1981 and § 1983, Title IX, §§ 503 and 504 of the Rehabilitation Act, as well as the Equal Pay Act. Ms. Moore and Ms. Fernandes have tried several cases to verdict. Most recently, in 2002, they obtained a defense verdict for the City of Phoenix in a two-week hostile environment race case. They have also won countless summary judgment motions on behalf of employers. Both have conducted sensitive workplace investigations on behalf of high profile employers and have litigated countless cases successfully. Ms. Moore has significant mediation experience and has a proven track record in pre-litigation counseling to avoid litigation. Ms. Moore conducts anti-harassment training for public sector and private employers.

ROBERT JAMES ROSS

FADELL, CHENEY & BURT, P.L.L.C.
1601 N. 7th Street, Suite 400
Phoenix, Arizona 85006 (602) 254-8900

EDUCATION

Law:

Thomas M. Cooley Law School
Lansing, Michigan
J.D. Degree, May 2006
Received Partial Scholarship for Scholastic Achievement
Admitted to Arizona Bar, 2010

Undergraduate:

Michigan State University (James Madison College)
East Lansing, Michigan
B.A., Political Theory and Constitutional Democracy
May 2002

PROFESSIONAL EXPERIENCE

FADELL, CHENEY & BURT, P.L.L.C.
Of Counsel
Law Clerk

Phoenix, Arizona
2014 – Present
2006-2008

Private litigation and consulting practice, primarily in defense of hospitals, physicians, nurses, and dentists in professional malpractice litigation and regulatory proceedings, and as consultant to health care organization and insurers on quality management and regulatory compliance issues.

MC LEGAL SEARCH
Legal Recruiting Manager

Phoenix, Arizona
2012-2014

Recruited for both corporations and law firms to help with their hiring and staffing of attorneys, partners, and support. Responsible for recruiting passive top tier candidates for open positions with our clients using all means necessary including the use of social media, internet research, and requesting referrals from existing candidates. Responsible for generating new clients and filling those positions

TURLEY, CHILDERS, HUMBLE, & TORRENS, PC
Associate Attorney

Phoenix, Arizona
2010-2012

Private litigation practice, primarily in insurance defense matters. Extensive trial experience gained in this position along with heavy motion practice including dispositive motions.

ROBERT JAMES ROSS

*FADELL, CHENEY & BURT, P.L.L.C.
1601 N. 7th Street, Suite 400
Phoenix, Arizona 85006 (602) 254-8900*

RUDOLPH & HAMMOND, LLC
Paralegal

*Phoenix, Arizona
2008-2010*

Responsible for client case file from inception to completion, including client intake, medical and billing record collection/review, deadline monitoring, all litigation discovery, and settlement negotiation for various types of personal injury cases.

PROFESSIONAL ORGANIZATIONS AND ACTIVITIES

Memberships Actively Maintained:

Arizona Bar Association

REVIEW of QUALIFICATIONS

ROQ # 151721

SPECIALITY LEGAL SERVICES

**Pinal County Finance Department
31 N. Pinal Street
Building A- Second Floor
P.O. Box 1348
Florence, AZ 85132**

**Attention: Lorina Gillette, CPPB
520-866-6639**

Due: March 29, 2016– 2:00 p.m. Arizona

OFFEROR'S INFORMATION:

Gary A Fadell, Esq.
Fadell, Cheney & Burt, PLLC
1601 North 7th Street, Suite 400
Phoenix, AZ 85006
602-254-8900
602-254-8989 (fax)
gary@fcbfirm.com

Table of Contents

REVIEW of QUALIFICATIONS

ROQ # 151721

SPECIALITY LEGAL SERVICES

SECTION ONE-

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

SECTION TWO-

Response Form 1
 Responders Profile
 Areas of Practice
 References
 Prior Experience Attachment
Statement of Interest and Qualifications
Firm Overview
Professional's Qualifications and Resumes Attachments

SECTION THREE-

Attachment A- Professional Services Contract
Schedule A- Pricing Rate Table
Insurance Certificate

SECTION THREE

REVIEW of QUALIFICATIONS

ROQ # 151721

SPECIALITY LEGAL SERVICES

Fadell, Cheney & Burt, P.L.L.C.

March 29, 2016

Attachment A- Professional Services Contract

Schedule A- Pricing Rate Table

Insurance Certificate



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ROQ – 151721 Specialty Legal Services

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

PROFESSIONAL SERVICES CONTRACT

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

("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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P.O. Box 1348
Florence, AZ 85132

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

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION

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



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ROQ – 151721
Specialty Legal Services

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
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.



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P.O. Box 1348
Florence, AZ 85132

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



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ROQ – 151721
Specialty Legal Services

Pinal County
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Florence, AZ 85132

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

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

CONTRACTOR

By: Gary A. Fadell

Title: Managing Partner

Date: March 28, 2016

PINAL COUNTY

Todd House, Chairman
Board of Supervisors

Date: _____

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
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Florence, AZ 85132

SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ **See Attached Schedule A – Hourly Rate Table** 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

FADELL, CHENEY & BURT, P.L.L.C.

SCHEDULE A - HOURLY RATE TABLE

Senior Partner	\$190.00/ hr.
Partner	\$180.00/ hr.
Associate	\$160.00/ hr.
Nurse Consultant	\$ 85.00/ hr.
Paralegal	\$ 80.00/ hr.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BROCK INSURANCE SERVICES, LLC 12020 E SHEA BLVD, SUITE 11 SCOTTSDALE AZ 85259-	CONTACT NAME:	
	PHONE (A/C, No, Ext): (480) 998-1068	FAX (A/C, No): (480) 998-3487
INSURED Fadell Cheney & Burt, PLLC 1601 N. 7th St #400 Phoenix AZ 85006-	E-MAIL ADDRESS: ben@brock-ins.com	
	ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers		
INSURER B: LawyerCare		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		680-8D731031-15-42	11/25/2015	11/25/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 PD \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		680-8D731031-15-42	11/25/2015	11/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$				11/25/2015	11/25/2016	EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		11/25/2015	11/25/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Pers. Property			680-8D731031-15-42	11/25/2015	11/25/2016	replacement cost 317,209
B	Professional Liability			15CAZ000242	12/01/2015	12/01/2016	4mper claim 4m aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured on the above policy.
Professional Liability policy is written on a claims-made basis with a \$10,000 deductible per claim.

CERTIFICATE HOLDER () - () - Pinal County Finance/Purchasing Division PO Box 1348 Florence Az 85132-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---