



PINAL COUNTY
wide open opportunity

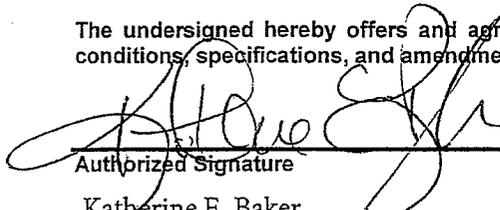
Offer and Acceptance

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.

	Owner/Managing Partner
Authorized Signature	Title
Katherine E. Baker	3/24/16
Printed Name	Date
Green & Baker, Ltd.	(480) 991-3335
Company Name	Telephone
9332 E. Raintree Drive, Suite 150	Scottsdale, AZ 85260
Address	City, State, Zip

For clarification of this offer, contact:

Name: Katherine E. Baker Phone: (480) 991-3335 Fax: N/A

Email: keb7333@earthlink.net

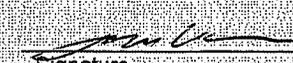
ACCEPTANCE OF OFFER
(For Pinal County Use Only)

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.

<u>Todd House</u>	<u>Chairman</u>	
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.

Green & Baker, Ltd.

Firm

Authorized Signature

Firm



PINAL • COUNTY
wide open opportunity

ROQ – 151721
Specialty Legal Services

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

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.



PINAL COUNTY
wide open opportunity

ROQ – 151721 Specialty Legal Services

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

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

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION

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



PINAL COUNTY
wide open opportunity

ROQ – 151721
Specialty Legal Services

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

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
wide open opportunity

ROQ – 151721
Specialty Legal Services

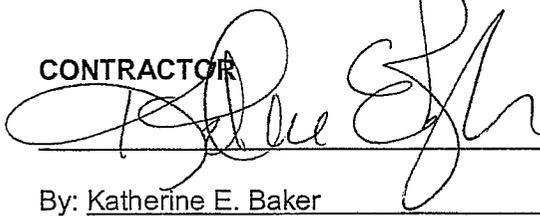
Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

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

 <p>PINAL COUNTY wide open opportunity</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>
---	--	---

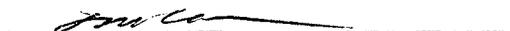
MODIFICATIONS to this Contract shall be in writing and signed by both parties.

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

CONTRACTOR

 By: Katherine E. Baker

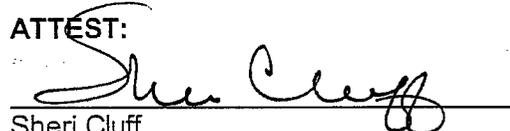
Title: Owner/Managing Partner

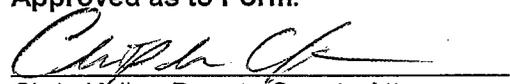
Date: 3/24/16

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



PINAL COUNTY
wide open opportunity

ROQ – 151721
Specialty Legal Services

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

SCHEDULE A: PRICING SUPPLEMENT

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

Partner	\$190/hour
Associate	\$175/hour
Paralegal	\$90/hour
Law Clerk	\$80/hour

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



PINAL COUNTY
wide open opportunity

Addendum Acknowledgement Form

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

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:
<http://pinalcountyaz.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.

Green & Baker, Ltd.

Firm

Authorized Signature



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>	✓
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>	✓
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>	✓
Did you include your W-9 Form? <i>See page 31 of this solicitation.</i>	✓
Did you include any necessary attachments?	
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>	✓
Did you include proof of insurance(s) if requested?	N/A

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

Responder Name: Green & Baker, Ltd.

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: Green & Baker, Ltd.

Mailing Address: 9332 E. Raintree Drive, Suite 150

City: Scottsdale State: AZ Zip Code: 85260

Representative Name: Katherine E. Baker Title: Owner/Managing Partner

Phone Number: (480) 991-3335 Fax Number: N/A

Email Address: keb7333@earthlink.net

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

26 years

1.3 How many years of experience does the local Respondent have: 30+ years

1.4 How many years of experience does the key employee have: 30+ years

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

If yes, identify who: Katherine E. Baker

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

Liaison Phone: (480) 991-3335

Liaison Email Address: keb7333@earthlink.net

How many years of experience does Liaison have handling public entity clients? 30+ 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



PINAL COUNTY
wide open opportunity

Response Form 1
ROQ-151721
Specialty Legal Services

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

Infrastructure design		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	



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
 Address: 1275 W. Washington Street, Phoenix AZ 85007
 Contact Person: Michael Goodwin – Employment Law Section, Office of the Attorney General
 Phone: (602) 542-7674 Email Address: Michael.Goodwin@azag.gov
 Project Name: Rexroat v. State of Arizona, various others

2. Company Name: Maricopa County Attorney's Office
 Address: 301 W. Jefferson Street, Suite 800, Phoenix AZ 85003
 Contact Person: Mark Faull, Chief Deputy
 Phone: (602) 506-3800 Email Address: faull@mcao.maricopa.gov
 Project Name: Various

3. Company Name: Cronin Law Group
 Address: 5410 N. 25th Street, Phoenix AZ
 Contact Person: Mary Cronin
 Phone: (602) 955-9432 Email Address: _____
 Project Name: Various

4. Company Name: Mohave County
 Address: P.O. Box 7000, Kingman AZ 86402-7000
 Contact Person: Michael Hendrix, County Administrator
 Phone: (928) 753-7000 Email Address: mike.hendrix@mohavecounty.us
 Project Name: Albright v. Mohave County, various others

5. Company Name: Western Technologies, Inc.
 Address: 3737 E. Broadway Road, Phoenix AZ
 Contact Person: Jeffrey Parker
 Phone: (602) 437-3737 Email Address: jparker@wt-us.com
 Project Name: Solon v. WTI, various others



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

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 Attachment 1 hereto

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 Attachment 1 hereto

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

ATTACHMENT "1"

ROQ-151721

**Statement of Qualifications
for
GREEN & BAKER
A Professional Corporation
9332 E. Raintree Drive, Suite 150
Scottsdale, Arizona 85260
(480) 991-3335**

Green & Baker's practice is entirely devoted to civil litigation, with its primary emphasis on the defense of employment, construction, contract, negligence, insurance, and professional negligence matters. Ms. Baker will be in charge of any matters assigned by Pinal County to Green & Baker. If appropriate, an associate will be assigned by Ms. Baker to assist.

RESUME FOR KATHERINE E. BAKER

Born Des Moines, Iowa; admitted to Arizona Bar 1985; United States District Court, District of Arizona, 1985; and United States Court of Appeals for the Ninth Circuit, 1985.

Education: University of Arizona (B.A. 1982); University of Arizona, College of Law (J.D., with distinction, 1985). Member of Journal of International and Comparative Law; Dean's List; Moot Court Finalist - first year.

Member: State Bar of Arizona, Maricopa County Bar Association.

Ms. Baker has over 30 years of experience in defense litigation for municipalities, including self-insureds, cities, counties, and insurance companies. The focus of her practice is on employment, environmental, personal injury, construction, contract, and professional negligence litigation. Ms. Baker has significant experience in the performance of employment investigations.

AREAS OF PRACTICE¹

The following experience is for Katherine Baker [KEB], Senior Partner, AZ State Bar #010146. Case/matter experience, as well as the number of years of experience for Ms. Baker in each area of law, is set forth below.

Appellate Work

Green & Baker has briefed and argued numerous cases in front of the Arizona Court of Appeals and the Ninth Circuit Court of Appeals in employment discrimination and civil rights matters, as well as tort and contract claims. Green & Baker handles the appeals for matters in which the firm has handled the underlying litigation.

KEB: 25 years of practice in this area.

Below is a representative list of appellate matters handled by Green & Baker within the last several years:

Ninth Circuit Appeals

Barr v. State of Arizona, et al
Carboun v. Chandler
Crawford v. City of Scottsdale
Dible v. Chandler
Dible v. Chandler
Dible v. Chandler
Doe v. Federal District Court, et al
EEOC v. Maricopa County (Toth)
Harris v. Superior Court of Maricopa County
Jacobs v. Maricopa County
Monsanto v. DWW AZ, Inc
Roberds v. County of Coconino

¹ Categories correspond to those on Response Form 1, Section 2 "Areas of Practice". Specific numbers of years for each attorney in each area of practice are provided. Ms. Baker has also attended countless CLE seminars in these areas of practice.

Superior Court Special Action

La Paz County Deputies Ass'n v. Fields

Court of Appeals Special Action

Bell-Patterson v. Foster

Mayor Pharmaceutical v. Superior Court of Maricopa County

Supreme Court Special Action

WTI, Inc. v. Hon. B. Michael Dann

State Court Administrative Review

Albright v. Mohave County

Lowery v. La Paz County Personnel Appeals Board

MIHS v. Maricopa County Employee Merit System Council

Pinal County v. Serb

State Court Appeal

City of Phoenix v. Glenayre, et al

Continental Promotion Group, Inc. v. Pride Printing, Inc.

Western Technologies, Inc. v. Brown & Bain

Administrative Appeals²

Apache County: Poe, Jaramillo, Avila

City of Chandler: Lovelace, Carboun, Olney, Miller, Morosovillo, Dible, Gамbee

Maricopa County Merit Appeals: Brod, Kent, Cohen, Reece, Sexton, Shore,
Janecka, Zettler, Diehl

Mohave County: Albright, Gregor, Grzybowski, Becker, Sides

Pinal County: Serb, Miles

² Green & Baker has handled a large number of merit hearings for different municipal entities.

Santa Cruz County: Grijalva

Labor Law and Enforcement; Section 1983 Civil Rights Defense

Ms. Baker has prepared and submitted EEOC position statements over the last 18+ years, and has defended a large number of employment-related discrimination claims against public entities. In addition, Ms. Baker advises public employees on various issues related to the handling of employment/personnel issues.

Ms. Baker has experience in the defense of civil rights and employment law matters. Over the years, the firm has successfully defended a variety of claims brought against the State of Arizona, Maricopa County, the City of Chandler, Pinal County, La Paz County, Mohave County, and various governmental entities. Green & Baker successfully defended the Superior Court from a variety of constitutional and state law employment claims, defended State employees on discrimination/harassment claims, and has defended a variety of counties, elected officials, and employees against a myriad of employment related claims.

KEB: 26 years of practice in this area.

Pinal County

Ms. Baker has previously advised the Pinal County Law Enforcement Merit Council on appeals by law enforcement officers regarding employment actions, and has handled Pinal County merit appeals, and has defended Pinal County in litigation.

Below is a representative list of matters handled by Green & Baker:

EEOC Position Statements

State of Arizona

Morgan v. DOC [review and advice]

Apache County

Atencio, 540-2010-01001 (national origin, race, sex, religion, retaliation)

Secord, 540-2009-04285 (sex, religion, age)

Thompson, 846-2009-61349 (race, religion)

Graham County

Morales, 540-2009-01386 (national origin, sex, retaliation)

Pinal County

Miles, 540-2009-01857 (race, retaliation)

Mohave County

Albright, 540-2010-00396 (national origin, retaliation)

Albright, 540-2011-02353 (retaliation)

Boyer, 540-2013-01985 (disability, retaliation)

Fike, 540-2009-03145 (retaliation)

Montoya, 540-2007-00773 (sex, disability)

McMillan, 846-2008-59809 (sex, retaliation)

Nixon, 540-2013-03518 (sex)

Smith, 540-2011-00170 (retaliation)

Valenzuela, 540-2014-02180 (national origin, disability)

La Paz County

Clark, 846-2009-24684 (sex, retaliation)

Whittier, 540-2009-04424 (sex)

City of Chandler

Delgado, 540-2008-01822 (race, national origin, retaliation)

Felix, 350A300517 (national origin)

Flores, 35A200800021 (disability)

Gallagher, 540-2008-02723 (age)

Knazze, 350-A2-02370 (national origin, retaliation)

Morsovillo, 350A300225 (age, disability)

Moses, 540-2008-0112 (disability, retaliation)

Overton, 540-2008-00065, (disability, retaliation)

Rodriguez, 540-2007-02471 (race)

Russell, 350-2004-01887 (race, religion, national origin, retaliation)

Maricopa County

Chagolla, 540-2009-03424 (age, national origin)

Durand, 540-2006-00277 (age)

Keith, 540-2009-01733 (age)

Leggio, 540-2006-00277 (disability)

Ramirez, 540-2007-04685 (national origin, age, retaliation)
Russell, 540-2009-01363 (race, religion)
Saldate, 540-2009-00329, 540-2008-00212 (race, national origin, retaliation)
Specht, 540-2009-01817 (retaliation)
Unks, 350A20118 (age, retaliation)
Sukenic, 350A12664 (harassment, gender, retaliation)

Litigation

Green & Baker also has significant experience defending cities, towns, and counties against a variety of state tort and federal constitutional and civil rights claims. These include Section 1983 actions against police officers/entities for excessive force, false arrest, and related claims. Green & Baker prepares EEOC Position Statements, and has presented various educational programs to clients in several areas, including: investigation of sexual harassment complaints; general training in the recognition and reporting of sexual harassment; interpretation and implementation of the Americans with Disabilities Act; interpretation of recent rule changes, including those related to Offers of Judgment and the Claims Statute.

Green & Baker has also reviewed various clients' internal policies and procedures, and has aided a municipal client in attempting to develop the ability to accurately audit legal costs and fees. Ms. Baker successfully defended a HDTA contractor against defamation and other claims.

Green & Baker's representative list of employment litigation includes:

AED v. Entranco
Agra v. Maricopa County
Aguilera v. DPS
Aim Direct v. Tim Aikin
Anderjeski v. City of Chandler
Anderson v. Coconino County
Barfield v. DOC [represented individual - Hickey]
Barr v. Apache County
Beletz v. Bishop (State of Arizona)
Carboun v. City of Chandler
Carter v. Bosworth (State of Arizona)
Combest v. Honeywell

Crawford v. City of Scottsdale
Crum v. Maricopa County
Dible v. City of Chandler
Escorza v. La Paz County
Graham v. United Blood
Grant v. Maricopa County
Heilman v. Honeywell
Heine v. Handy & Harmon
Huffaker v. Apache County
Hunt v. Looker
Jacobs v. City of Scottsdale
Jacobs v. State of Arizona
Loftus v. State (retirement benefits)
Madden v. American Express
Marouk v. Body Sculpting
Miles v. Pinal County
Rexroat v. State of Arizona
Robinson v. State
Sukenic v. Maricopa County
Thompson v. Apache County
Toth (EEOC) v. Maricopa County

Ms. Baker also conducts investigations of employment related claims. Her services include a full assessment of the factual issues, witness interviews, a comprehensive report, and testimony, where appropriate.

General Litigation and Tort Liability

Ms. Baker has considerable experience handling various tort matters involving private and governmental entities, such as experience in personal injury, professional negligence, environmental issues, business torts, sexual harassment, and bad faith claims.

KEB: 30 years of practice in this area.

Ms. Baker has extensive experience in the defense of civil rights actions brought against public entities and employees. A representative list of such matters includes:

Types of Cases

Civil Rights/Constitutional Violations:

Barr v. Apache County (1st Amend, 4th Amend, right to travel)
Carboun v. City of Chandler (1st Amend)
Crawford v. City of Scottsdale (2nd, 4th, 5th, 6th, 9th, 14th Amend, conspiracy)
Dible v. City of Chandler (1st Amend)
Escorza v. La Paz County (1st Amendment)
Grant v. Maricopa County (due process)
Hales v. City of Scottsdale (4th Amend, excessive force)
Harris v. Superior Court (equal protection, due process)
Huffaker v. Apache County (due process)
Miles v. Pinal County (due process)
Mohajerin v. Pinal County (due process)
Tafoya v. Apache County (1st Amendment)

Civil Rights/Discrimination Cases:

Barfield v. State of AZ (race, sex, retaliation)
Barnett v. West Valley Child Crisis Center
Bosworth v. State of AZ (sex)
Felix v. City of Chandler (national origin, race, retaliation)
Harris v. Superior Court (race, sex, retaliation)
Heilman v. Honeywell (age)
Huffaker v. Apache County (Whistleblowing)
Hymer-Black v. Mohave County (gender, retaliation)
Monsanto v. DWW (race, national origin, retaliation)
Roberds v. State of AZ (age)
Russell v. City of Chandler (national origin, race, retaliation)
Thompson v. Apache County (national origin, religion)
Toth v. Maricopa County (age)

Negligence Cases:

Ms. Baker has handled a variety of cases including negligence and other common law claims outside the employment context. A representative list includes:

Altug v. Apache County
Archenbron v. City of Surprise
Arizona Natural Resources v. Mayor Pharmaceutical Laboratories
Babcock v. Town of Camp Verde
Bennitt v. Montierth
Binc v. White Mountain
Cattel v. Hatch
Crane v. City of Phoenix
Ikemeier v. McKinley
Joseph v. Cornwell
L.C. Jacobsen & Co. v. Anderson v. Nu-West Inc.
Luz v. Pinal County
McDorman v. SunL Group
Nakra v. Acura Engineering LLC
Parmeley v. McKinley
Riley v. Diehl
Sawyer v. City of Page
Tarazon v. Certainteed Corp. v. City of Phoenix v. Glenayre
Wagner v. City of Glendale
Western Technologies Inc. v. Brown & Bain
Western Technologies Inc. adv. Casa Linda
Western Technologies Inc. adv. Del Webb Communities
Western Technologies Inc. v. Saguaro Reserve
Western Technologies Inc. v. Solon Corp.
Wilenchik & Bartness v. La Paz County Board of Supervisors

Construction Litigation

A substantial portion of Green & Baker's practice is devoted to complex construction-related litigation. The firm represents architects and professional engineers in the defense of construction-related claims, which regularly involves litigation of issues arising from the construction of commercial complexes, residential housing, as well as asphalt, concrete, soils, and other construction issues.

KEB: 27 years of practice in this area

A representative list of such matters includes:

Arizona School Risk Retention Trust v. The Orcutt/Winslow, et al (Western Technologies)
Brown Family Communities v. ABS Inspection Group, et al. (Engineering & Testing Consultants)
City of Tucson v. Nelsen, Inc., et al (Veneklasen Associates, Inc.)
Coons v. Construction Management Associates, et al (Western Technologies)
DelPrato v. Engineering & Testing Consultants
Devries v. State of Arizona, et al (HDR Engineering)
Finnerty v. State of Arizona, et al (HDR Engineering)
First Choice v. Western Technologies
Fisher v. Builders Guild, Inc., et al (Speedie & Associates)
FSC Realty v. Speedie & Associates, Inc.
Fulton Homes v. Speedie & Associates, Inc.
Gault v. Hardrock Concrete Placement, et al (Speedie & Associates)
Goldberg v. K&I Architects & Interiors LLC
Green v. Jackson Properties, et al (Western Technologies)
Lexington Insurance Company v. The Orcutt/Winslow, et al (Western Technologies)
Nakra v. Porter Bros., Inc., et al (Acura Engineering)
Purcell Tire Company v. Apollo General Contracting, et al (Western Technologies)
Rincon v. City of Tucson, et al (HDR Engineering)
SACO Management, Inc. v. Speedie & Associates, et al
Scottsdale Perimeter v. State of Arizona, et al (HDR Engineering)
UTAZ Development Corp. v. Builders Guild Inc., et al (Speedie & Associates)
Western Technologies v. Haaslo
Western Technologies v. Saguaro Reserve
Western Technologies v. Solon Corporation
Wilbur v. State of Arizona, et al (HDR Engineering)
Williams v. Dignity Health, et al (SWA Architects)
Zimmerman v. Oltmans Construction, Inc., et al (Speedie & Associates)
Zimmerman v. Speedie & Associates, et al

Public Official Liability

Ms. Baker has participated in the defense of the State Superintendent of Public Instruction (Diane Bishop) and her aides against claims brought while she was in office. Ms. Baker successfully defended DOC employees against claims of alleged

harassment/discrimination in various matters. Ms. Baker successfully handled the defense of a HIDTA contractor accused of defamation and other claims.

KEB: 27 years of practice in this area

A representative list of such matters includes:

- Barr v. Apache County et al. [County Manager, County Engineer, County Attorney, Deputy Sheriff]
- Carboun v. City of Chandler, et al. [Police Chief, Asst. City Manager]
- Carter v. State of Arizona et al. (Bosworth) [Asst. Director of General Services Division of Arizona Department of Administration]
- Contreras v. Maricopa Special Healthcare District et al. [CEO of MIHS]
- Dible v. City of Chandler, et al. [Police Chief]
- Escorza v. La Paz County et al. [representing Treasurer against County Board members]
- Hossak v. Pinal County et al. [Sheriff, HR Director, Employee Relations Manager]
- Huffaker v. Apache County, et al. [Sheriff, Sergeant]
- Hymer-Black v. Mohave County et al. [County Board members]
- La Paz County Deputies Association v. Dan Field [County Administrator]
- La Paz County v. Ella Johnson, et al [Public Defender]
- Miles v. Pinal County, et al. [Sheriff]
- Mohajerin v. Pinal County, et al. [Sheriff]
- Russell v. City of Chandler et al. [Sergeant]
- Thompson v. Apache County et al. [County Attorney]
- Wilenchik & Bartness, P.C., v. La Paz County Board of Supervisors [Board Members, County Manager, Finance Manager]

	<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>
---	---	--

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.



PINAL COUNTY
wide open opportunity

ROQ – 151721 Specialty Legal Services

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

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

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION

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

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

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

SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT

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

SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS

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

SECTION 11. DISPUTE RESOLUTION

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

SECTION 12. MISCELLANEOUS

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



PINAL COUNTY
wide open opportunity

ROQ – 151721
Specialty Legal Services

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

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



PINAL COUNTY
wide open opportunity

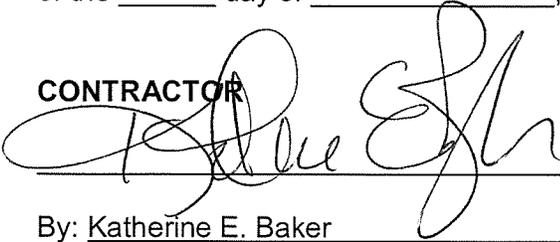
ROQ – 151721
Specialty Legal Services

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

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

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

CONTRACTOR



By: Katherine E. Baker

Title: Owner/Managing Partner

Date: 3/24/16

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

SCHEDULE A: PRICING SUPPLEMENT

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

Partner	\$190/hour
Associate	\$175/hour
Paralegal	\$90/hour
Law Clerk	\$80/hour

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK