



PINAL COUNTY  
wide open opportunity

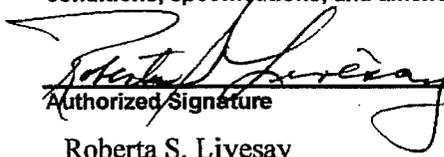
## Offer and Acceptance

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.

	Shareholder/Vice President
Authorized Signature	Title
Roberta S. Livesay	3-28-16
Printed Name	Date
Helm, Livesay & Worthington, Ltd.	480-345-9500
Company Name	Telephone
1619 E. Guadalupe Road, Suite 1	Tempe, AZ 85283
Address	City, State, Zip

#### For clarification of this offer, contact:

Name: Roberta Livesay Phone: 480-345-9500 Fax: 480-345-6559

Email: livesay.roberta@hlwaz.com

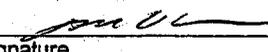
#### ACCEPTANCE OF OFFER (For Pinal County Use Only)

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



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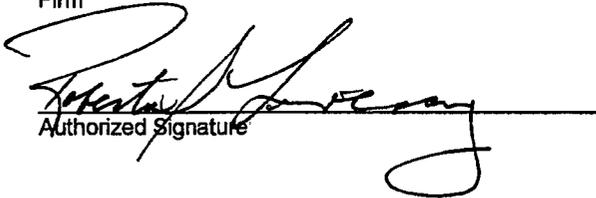
### OFFER AND ACCEPTANCE FORM – Page 2

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.

HELM, LIVESAY & WORTHINGTON, LTD.

Firm

  
Authorized Signature

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

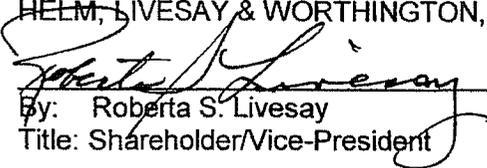
Pinal County  
Finance Department  
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Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

**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**

HELM, LIVESAY & WORTHINGTON, LTD.

  
By: Roberta S. Livesay  
Title: Shareholder/Vice-President

Date: 3/28/16

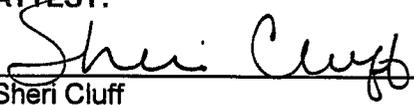
**PINAL COUNTY**

  
Todd House, Chairman  
Board of Supervisors

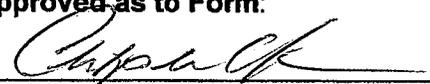
Date: 6/1/16



**ATTEST:**

  
Sheri Cluff  
Clerk of the Board

**Approved as to Form:**

  
Chris Kelfer, Deputy County Attorney

 PINAL • COUNTY <i>wide open opportunity</i>	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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## SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ (please see attached) 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**

**SCHEDULE A: PRICING SUPPLEMENT**

	BASE YEAR	2 <sup>ND</sup>	3 <sup>RD</sup>
SENIOR PARTNER (10 years or more of practice)	\$260	n/c	n/c
PARTNER (7 years or more of practice)	\$250	n/c	n/c
Senior Associate (4 years or more of practice )	\$205	n/c	n/c
Associate	\$195	n/c	n/c
Senior Paralegal (5 years or more)	\$125	n/c	n/c
Paralegal	\$105	n/c	n/c

n/c indicates no change in rates from prior year

# "ORIGINAL"

**Lorina Gillette, CPPB**  
**Lorina.gillette@pinalcountyz.gov**  
**Senior Procurement Officer**  
**Pinal County Finance Department**  
**31 N. Pinal Street, Bldg. A**  
**Florence, AZ 85132**

## **ROQ #151721**

### **SPECIALITY LEGAL SERVICES**

**Solicitation Due Date: TUESDAY, MARCH 29, 2016 @ 2:00 P.M.**

#### **Submitted by:**

**HELM, LIVESAY & WORTHINGTON, LTD.**  
**1619 East Guadalupe Road, Suite One**  
**Tempe, Arizona 85283**  
**Office: 480-345-9500**  
**Facsimile: 480-345-6559**  
**Email: [livesay.roberta@hlwaz.com](mailto:livesay.roberta@hlwaz.com)**  
**Contact Person: Roberta S. Livesay, Partner**

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- Letter outlining qualifications, prior experience and examples of projects previously conducted
- Resumes for each professional who will assist in providing services
- Certificate of Liability Insurance

## **SECTION THREE**

Attachment A - Professional Services Contract, including Schedule A-Pricing

# **SECTION ONE**

**TO: Lorina Gillette, CPPB**  
**Lorina.gillette@pinalcountyaz.gov**  
**Senior Procurement Officer**  
**Pinal County Finance Department**  
**31 N. Pinal Street, Bldg. A**  
**Florence, AZ 85132**

**Re: ROQ #151721**  
**SPECIALITY LEGAL SERVICES**

**Responder: HELM, LIVESAY & WORTHINGTON, LTD.**  
**1619 East Guadalupe Road, Suite One**  
**Tempe, Arizona 85283**  
**Office: 480-345-9500**  
**Facsimile: 480-345-6559**  
**Email: livesay.roberta@hlwaz.com**  
**Contact Person: Roberta S. Livesay, Partner**

**Solicitation Due Date: TUESDAY, MARCH 29, 2016 @ 2:00 P.M.**



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## Offer and Acceptance

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
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### OFFER AND ACCEPTANCE FORM

#### TO PINAL COUNTY:

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

Shareholder/Vice President

Authorized Signature

Title

Roberta S. Livesay

3-28-16

Printed Name

Date

Helm, Livesay & Worthington, Ltd.

480-345-9500

Company Name

Telephone

1619 E. Guadalupe Road, Suite 1

Tempe, AZ 85283

Address

City, State, Zip

#### For clarification of this offer, contact:

Name: Roberta Livesay Phone: 480-345-9500 Fax: 480-345-6559

Email: livesay.roberta@hlwaz.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  
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## Offer and Acceptance

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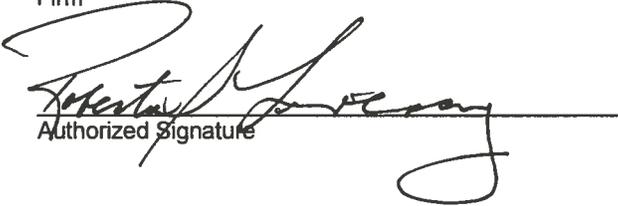
### OFFER AND ACCEPTANCE FORM – Page 2

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.

HELM, LIVESAY & WORTHINGTON, LTD.

Firm

  
Authorized Signature



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## 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.

HELM, LIVESAY & WORTHINGTON, LTD.

Firm

Authorized Signature



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

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

### RESPONDERS CHECKLIST

	Yes/No
Did you <b>sign</b> your Offer sheet? <i>See Page 33 &amp; 34 of this solicitation.</i>	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

# **SECTION TWO**



PINAL COUNTY  
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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

**Responder Name:** *Responder Response* : HELM, LIVESAY & WORTHINGTON, 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: HELM, LIVESAY & WORTHINGTON, LTD.

Mailing Address: 1619 E. Guadalupe Road, Suite 1

City: Tempe State: AZ Zip Code: 85283

Representative Name: Roberta S. Livesay Title: Shareholder/Vice-President

Phone Number: 480-345-9500 Fax Number: 480-346-6559

Email Address: livesay.roberta@hlwaz.com

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

30+ 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: Roberta S. Livesay



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Response Form 1  
ROQ-151721  
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Florence, AZ 85132

Liaison Phone: 480-345-9500

Liaison Email Address: livesay.roberta@hlwaz.com

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		
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  
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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	



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Response Form 1  
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Specialty Legal Services

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P.O. Box 1348  
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**3 References**

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

1. Company Name: Pinal County Attorney's Office  
 Address: 30 N. Florence Street, Florence, AZ 85132  
 Contact Person: Chris Keller, Deputy County Attorney  
 Phone: 520-866-6271 Email Address: chris.keller@pinalcountyz.gov  
 Project Name: SWVP vs. Pinal County; 100 Val Vista, et al. vs. Pinal County
  
2. Company Name: Pinal County  
 Address: 31 N. Pinal Street, #A, Florence, AZ 85132  
 Contact Person: Greg Stanley, County Manager  
 Phone: 520-866-6212 Email Address: gregory.stanley@pinalcountyz.gov  
 Project Name: Schnepf Bridge litigation
  
3. Company Name: Maricopa County Attorney's Office  
 Address: 222 N. Central Avenue, Suite 1100, Phoenix, AZ 85003  
 Contact Person: Richard Stewart, Property Tax Litigation Chief  
 Phone: 602-506-8541 Email Address: stewart@mcao.gov  
 Project Name: General Motors Corporation & DMB Proving Grounds, LLC. vs. Maricopa County
  
4. Company Name: Yavapai County Assessor's Office  
 Address: 1015 Fair Street, Prescott, AZ 86305-1852  
 Contact Person: Pamela J. Pearsall, Assessor  
 Phone: 928-771-3220 Email Address: pam.pearsall@yavapai.us  
 Project Name: Arizona Cattle Growers Assn., et al. vs. Yavapai County & Pamela J. Pearsall
  
5. Company Name: Graham County  
 Address: 921 Thatcher Blvd., Safford, AZ 85546  
 Contact Person: Terry Cooper, County Manager  
 Phone: 928-428-3250 Email Address: T.Cooper@graham.az.gov  
 Project Name: Naturesweet vs. Graham County



P I N A L • C O U N T Y  
*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)

**Responder Response** - Please see attached letter from Roberta Livesay dated 3-28-16

**5. Resumes**

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

**Responder Response** Please see attached resumes

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



HELM  
LIVESAY &  
WORTHINGTON, LTD.  
Attorneys at Law

John Helm  
Roberta S. Livesay  
Sally Worthington  
Jeffrey L. Hrycko, Of Counsel  
Julie M. Lemmon, Of Counsel

1619 E. Guadalupe; Suite One  
Tempe, Arizona 85283  
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[www.hlwaz.com](http://www.hlwaz.com)  
[Livesay.Roberta@hlwaz.com](mailto:Livesay.Roberta@hlwaz.com)

March 28, 2016

Lorina Gillette, CPPB  
Senior Procurement Officer  
Pinal County Finance Department  
31 N. Pinal Street, Bldg. A  
Florence, AZ 85132

Re: ROQ 151721 - SPECIALTY LEGAL SERVICES

Dear Ms. Gillette:

We are in receipt of your invitation to propose legal services for the above referenced matter, transmitted to us under your Notice of Review of Qualifications. We currently are providing services under ROQ #11-01-16, in the areas of property tax litigation and flood control matters. In addition, Julie Lemmon has joined our firm in an "of counsel" capacity. Ms. Lemmon is well-known to the County Attorney's Office, the County Manager, and the Flood Control District as she currently serves as general counsel to the Flood Control District, as part of her solo practice and has done so since 2009. In her of counsel capacity with this firm, her expertise in Arizona water law has proved valuable in assisting with property tax litigation cases such as those involving agricultural property tax benefits.

Our firm has specific expertise in many of the areas sought by the ROQ, including appellate practice, commercial transactions and litigation, eminent domain, environmental law, state taxation, general litigation, land use, legislative matters, property tax appeals, tax lien sales and treasurer's matters, real estate transactions, road design, construction, special taxing districts, and tort liability. In the area of property tax litigation, we have represented Maricopa County for approximately 30 years, Pinal County for approximately 20 years, and Graham County, Pima County, and Santa Cruz County for over ten years. Senior Partners are regularly called upon to provide historical context regarding property tax statutes, litigation history, interpretation of statutes in a particular context, and render similar advice to the County Assessor, his staff, and members of the County Attorney's staff. In addition, we currently represent the Flood Control Districts of Pinal and Maricopa County in various pending litigation matters.

We would be willing to provide legal services at the hourly rates set forth in Schedule A to the ROQ. It should be noted, however, even at the maximum, those rates represent a significant reduction from the rates achieved by our closest competitors who represent plaintiffs in lawsuits against the County. We direct your attention to the firm of Mooney, Wright, and Moore where senior partners bill at over \$500 per hour, partners bill at rates over \$400 per hour, senior associates at rates of \$300 per hour, and junior associates at the rate of \$250 per hour. These fees are supported by applications for attorneys' fees on file in various pending property tax appeals.

Partners John Helm, Sally Worthington, and Roberta Livesay are admitted to practice in Arizona and in the United States District Court for the District of Arizona. John Helm is admitted to practice before Fifth, Seventh, Eighth, Ninth, Tenth and District of Columbia Circuit Court of Appeals of the United States and Roberta Livesay is admitted to practice before the Ninth Circuit. John Helm was admitted to practice in 1970, Roberta Livesay was admitted in 1986, Sally Worthington was admitted in 1988.

Jeffrey Hrycko is admitted to practice in Arizona and in the United States District Court for the District of Arizona. He has expertise in both flowing water matters and in property tax litigation, as well as appellate practice. While his business relationship with the firm is that of "of counsel", he practices exclusively with this firm.

Julie Lemmon is recognized nationally for her expertise in regulatory matters involving water issues and a wide range of related matters including sand and gravel mining, eminent domain and others as more fully set forth in her resume, submitted herewith. This firm is pleased to associate with Ms. Lemmon on all such matters in litigation as well as in property tax litigation where her expertise is relevant. Ms. Lemmon will continue to serve at the pleasure of the Board in all advisory matters through her own firm as a solo practitioner.

With regard to the enumerated subject areas, we have all had extensive experience in contract litigation. In construction and road matters, John Helm participated in defective construction cases including the ASU stadium subsidence case, Glendale Primary Care Center subsidence case, the Agua Fria bridge collapse, the Glendale Avenue defective road and bridge construction case, the Shea Boulevard widening litigation. Mr. Helm and Ms. Livesay litigated floodplain violations on the Agua Fria River, Sossaman Road improvement flooding cases resulting from the breach of the CAP aqueduct, the Gillespie Dam collapse case and numerous construction claims cases. In the construction, water and environmental law areas, Ms. Worthington holds an undergraduate degree in geology which is a great help in many technical areas. It should also be noted in the area of water related litigation, we currently represent Maricopa County in the statewide navigable stream adjudication and the statewide adjudication of groundwater rights both of which have been ongoing for a number of years. In Graham County, we represented the County in litigation involving flooding on the Gila River in 2005. In Pinal County, we resolved contentious issues short of trial in the Santo Vallarta matter, and

continue to represent Pinal County and the Flood Control District in monitoring the remediation and turnover of improvements relative to the Schnepf Bridge litigation. We are currently representing Pinal County in defending a lawsuit brought in the name of "Azalta" concerning a developer's demand that the county allow certain improvements to be built in the floodplain pursuant to a CLOMR issued in 2005 that the developer's predecessor never acted on.

Regarding property tax matters, we have represented Pinal County for well over ten years in various matters involving property taxation, including representing the Treasurer in *Pinal Vista Properties, L.L.C. v. Turnbull*, where in 2004, the court of appeals dismissed an action against the Treasurer regarding sales of tax liens. We currently represent Pinal County in various matters involving alleged cattle grazing, in which the taxpayers are seeking over a 90% reduction in taxes. We continue to represent Maricopa, Yavapai, Pima, Graham, and Santa Cruz counties in active property tax litigation. We are well versed in the law in this area, the policies followed by the counties in their in-house valuation practices, Department of Revenue policies and the vagaries of practice before the Arizona Tax Court. I believe that the firm is recognized as being expert in this field in both the governing law and valuation methodology. We have lectured on the topic and have testified on numerous occasions before the State legislature.

John Helm and I have served and continue to serve as Special Counsel to both Pinal County and Maricopa County in river and water problems as well as representing both the Flood Control District of Pinal County and Maricopa County in flood damage and gravel mining cases. All of these areas involve significant questions in those areas of the law as well as land use and construction questions.

Finally, John Helm has served as a lecturer for the Arizona Prosecuting Attorney Advisory Counsel on Civil Rights Act issues, the National Association of State Floodplain Managers on liability issues resulting from construction projects, regulations, and regulatory takings involving water, the Arizona Floodplain Managers Association on liability issues involved in construction and regulation of watercourses and the Arizona County Attorneys Civil Deputy Association on water issues. I have served as a lecturer on ad valorem tax matters for the International Association of Assessing Officers and the Arizona County Attorney Civil Deputy Association. John Helm and I have also presented seminars for the Annual Public Practice Legal Seminar in Prescott, put on by the Arizona Counties Insurance Pool.

Through the long course of our representation of Pinal County, we have established a close working relationship with the County Attorney and his office, the County Assessor and his office, and the Flood Control District. I believe these established relationships render our services efficient and cost-effective. Coupled with our experience and expertise, this enables our firm to provide the highest quality of legal representation.

Ms. Lorina Gillette  
Page 4  
March 28, 2016

Finally, it is a matter of public record that we have represented every county in the state at varying times. Due to our long standing representation of Pinal County, I hope this is sufficient response to your request for a client list to evaluate our service potential. If however, a greater listing is necessary, please advise us and we will seek permission from additional clients to disclose their names.

In the event our proposal is favorably received, I would serve as the initial contact for your office with our firm for the purpose determining the suitable personnel to be assigned to a project for its effective administration and prosecution. It may be of interest to note that this firm is a primarily "women-owned business" as the partners (Roberta S. Livesay, Sally Worthington, and John Helm) each own a one-third of the shares in the corporation. We are also in compliance with all applicable federal and state laws as set forth in the ROQ.

If you have any questions regarding this proposal, please feel free to contact me at any time. Thank you for the opportunity to submit this proposal.

**HELM, LIVESAY & WORTHINGTON, LTD.**



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Roberta S. Livesay, Partner  
1619 E. Guadalupe Road, Suite One  
Tempe, Arizona 85283  
Phone: (480) 345-9500  
Fax: (480) 345-6559  
Taxpayer Identification Number: 86-0426718

The firm expressly warrants and certifies that neither the firm nor its employees or associates have directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in conjunction with this agreement.



**Roberta S. Livesay**  
*Helm, Livesay, & Worthington*  
1619 E. Guadalupe, Suite One  
Tempe, Arizona 85283  
480-345-9500  
[www.hlwaz.com](http://www.hlwaz.com)  
[livesay.roberta@hlwaz.com](mailto:livesay.roberta@hlwaz.com)

### **Professional Experience**

1987- present

*Helm, Livesay, & Worthington, Ltd.*

Partner

Specializing in commercial litigation with a specific focus on property tax appeals, flood control issues, and appellate practice on behalf of county governments.

Represented Maricopa County for over 25 years.

1973-1981 *Actors' Equity Association*

Chicago, Illinois

Business agent. Negotiated and administered collective bargaining agreements in a seven-state region, for professional stage actors and stage managers.

### **Education**

1986 Juris Doctor, Arizona State University College of Law

1972 Bachelor of Fine Arts, University of Illinois

Champaign/Urbana, Illinois

### **Admissions**

Admitted to practice before Arizona Supreme Court and all courts in Arizona

Admitted to practice in the United States Court of Appeals for the Ninth Circuit

Admitted to Practice in the District Court for the State of Arizona

### **Honors**

Martindale Hubbell Register of Preeminent Women Lawyers

International Association of Assessing Officers, Arizona Chapter

Recognition of Commitment to Education and Property Tax Assessment

### **Affiliations**

Appraisal Institute

International Association of Assessing Officers

Alliance Defending Freedom

Christian Legal Society

### **Experience**

Extensive experience both in trial and appellate practice. List of Opinions published by the Arizona Court of Appeals and Supreme Court available on request.

SARAH A. (SALLY) WORTHINGTON

**Education:**

Williams College    Major: Geology    B.A. 1984  
University of Arizona Law School    J.D. 1988

**Admissions:**

State Bar of Arizona    10/25/1988  
District Court of Arizona    10/02/1989

**Employment History:**

Helm & Kyle, Ltd., now known as Helm, Livesay & Worthington, Ltd.

July 1989 to present; partner since 1998;  
name change in summer of 2011

Over twenty-five years of experience in a wide variety of civil matters with a focus on real property matters, including representation of Maricopa County in the Gila River Adjudications since 1989; representation of Maricopa County in navigability determinations by the Arizona Navigable Stream Adjudication Commission; representation of Maricopa County in commercial property tax appeal litigation; representation of private clients in real estate matters, including purchase and sale, leasing, landlord tenant and title issues; corporations and LLCs, commercial collections, estate and business planning; probate and trust administration and litigation

**Volunteer Activities:**

Three-time member of City of Chandler Judicial Selection Committee for City Magistrate, formerly a member of Maricopa County Bar Association Lawyers Referral Service 1993-1996 and 1999-2008; member of Soroptimist International of the San Tans, a service group benefiting women and girls, since 12/02; Bookpals reader at local elementary school since 09/0; formerly a member of the Chandler YMCA Board of Directors for seven years and member of HR Committee for Valley of the Sun YMCA for 3 years, formerly volunteer alumni admissions representative for Williams College for over 10 years

**Jeffrey L. Hrycko**

2521 W. Loughlin Dr.; Chandler, AZ 85224-1619

480-254-0977 jeffrey.hrycko@gmail.com

Admitted to Practice Before the Arizona Supreme Court–February 2005; Arizona Bar No. 023280

**Education**

University of Arizona, James E. Rogers College of Law, Tucson

*J.D.; May 2004* GPA 3.273/4.0 Class Rank 72/156

- Arizona Journal of International & Comparative Law, Note & Comment Editor
- Dean's List (Fall 2002)
- Volunteer Lawyers Project, Southern Arizona Legal Aid Domestic Relations Clinic

University of Michigan, School of Natural Resources, Ann Arbor

*B.S.; Natural Resources, Ecology, and Management; December 1993*

- Class Honors (1993)
- Dean's List (1993)

**Experience**

**Helm, Livesay & Worthington, Ltd.; Tempe, AZ**

Shareholder (December 2012 – Present)

Associate (August 2005 – December 2012)

Complex civil litigation practice, primarily defense, focusing on water law and tort litigation. Participated in two-week damages trial and pre- and post-trial motions in multi-million dollar flooding damages litigation over the breach of Gillespie Dam. Prepared appellate briefs and special action petitions in same litigation. Drafted and argued motions and participated in discovery issues in lawsuit over client's regulation of floodplain. Represented government agency before administrative law judge, and appellate review panel. Lead counsel on personal injury cases regarding car-bicycle injury and dog-bite incident. Negotiated settlements or obtained other pre-trial resolution in various matters including: residential and commercial landlord-tenant disputes and breach of contract.

**Arizona Court of Appeals, Division One; Phoenix, AZ**

Law Clerk, Hon. Maurice Portley (August 2004 – August 2005)

Analyzed appellate briefs; researched, developed, and drafted memorandum decisions and opinions; review, cite checked and edited chamber's work product; presented case summaries and draft decisions to bi-weekly case conferences with judicial panel.

**Chandler & Udall; Tucson, AZ**

Law Clerk (May 2003 – May 2004)

Performed legal research, drafted legal memoranda regarding malpractice, labor law, insurance fraud, probate, and civil procedure.

**Domestic Violence Clinic, University of Arizona College of Law**

Student Attorney (2003 – 2004)

Interviewed victims of domestic violence at initial visit to provide legal advice and determine whether the clinic could offer additional assistance. Represented clients in domestic violence order of protection proceedings in city court.

**Pima County Superior Court; Tucson, AZ**

Judicial Internship with Hon. Kenneth Lee (May - August 2002)

Observed trials and wrote legal memorandum reviewing pleadings and arguments in medical malpractice case.

**Arizona State Parks; Phoenix, AZ**

State Trails Coordinator (June 1999 - July 2001)

Drafted portions of the 1999 State Trails Plan. Negotiated, drafted, and revised contracts and agreements with various state and Federal agencies, and the private non-profit Arizona Trail Association to complete the construction of the cross-state "Arizona Trail." Interacted and maintained relationships with members of trails advisory committee.

**Arizona State Parks; Phoenix, AZ**

Grant Coordinator (December 1998 - June 1999)

Managed the statewide trails grants from Arizona State Parks to various state and Federal agencies.

**U.S. Department of Interior, Bureau of Land Management; El Centro, CA**

Park Ranger/Outdoor Recreation Planner (December 1994 - December 1998)

Organized and facilitated the public involvement process for the revision of the Imperial Sand Dunes Recreation Area Management Plan. Provided emergency medical services, visitor contact, and maintenance duties in the recreation areas. Co-manager of the dunes ranger station. Received Merit Award for management plan leadership.

## RESUME

### **JULIE M. LEMMON**

#### Business:

1095 West Rio Salado Parkway, Suite 102  
Tempe, Arizona 85281  
Telephone: 480-350-9138  
Fax: 480-941-5017

#### Residence:

454 E. Susan Lane  
Tempe, Arizona 85281  
Telephone: 480-994-8990

- Admitted to State Bar of Arizona, May 1983 – SBN 007703
- Admitted to U.S. District Court, Arizona, June 1985
- Admitted to the Ninth Circuit Court of Appeals, July 1989
- Admitted to District of Columbia Bar, October 1991

Past Member of Executive Board of the Environmental and Natural Resources Section, State Bar of Arizona and current section member.

#### **Education:**

- Arizona State University College of Law, Tempe, Arizona  
J.D. December 1982  
ABA Award, State and Local Government Law
- Arizona State University, Tempe, Arizona  
Graduate Courses in Western U.S. and Mexico History  
1978 to 1980
- Northern Arizona University, Flagstaff, Arizona  
B.S. Journalism, January 1972

#### **Current Employment:**

I currently provide General Counsel services to the Pinal County Flood Control District as part of my sole practice. I am also Of Counsel to Helm, Livesay and Worthington, Ltd., in Tempe.

#### **Experience:**

I have been General Counsel for the Pinal County Flood Control District since 2009. I served as General Counsel for the Flood Control District of Maricopa County (FCDMC) from 1992 to 2007 and from 2009 to 2013. I have continued to provide some limited legal services to the FCDMC since 2013. I have also provided legal services to Maricopa County's Environmental Services in regard to the county stormwater program and associated environmental issues. I have worked on flooding claims presented to the Arizona Counties Insurance Pool (ACIP) in Yavapai, Gila, Navajo, Pinal and Santa Cruz Counties and I have provided legal services to Pinal County through another law firm retained by ACIP. I have also represented private clients in

small estate administration, contract, real estate and tenant matters, and environmental and water rights issues. I have been invited to speak before the Arizona Floodplain Managers Association, the National Association of State Flood Plain Managers, the National Association of Flood and Stormwater Management Agencies, the California Floodplain Management Association, the Arizona County Engineers Association, and state right-of-way associations on flood control, floodplains, dam and levee safety, State Trust Land, water quality and other environment and government topics.

As general counsel my responsibilities included negotiating a variety of contracts, including large public works construction contracts, intergovernmental agreements, property acquisitions and condemnations, as well as reviewing legal documents for compliance with state and local law, reviewing and drafting a variety of real estate documents, and advising regarding water rights and drainage. I review and comment on proposed regulations from state agencies including the Department of Water Resources (ADWR) and Department of Environmental Quality (ADEQ) and I have represented the District and other counties at ADWR regarding dam safety issues, water rights, and a variety of well problems, including industrial use permits for Construction and Type II permits for recreation at FCDMC dam sites.

I have significant experience in federal environmental law, with a recent focus on the National Pollution Discharge Elimination System (NPDES, now AZPDES with Arizona primacy for the program) for storm water runoff. I also have experience with other Clean Water Act programs, such as the Section 404 permits program administered by the U.S. Army Corps of Engineers, and the non-point source program now administered by the Arizona Department of Environmental Quality. I have reviewed environmental assessment reports prepared for real property transactions. I am familiar with the NEPA (National Environmental Policy Act) process and federal Environmental Impact Statements, EA and FONSI reports, the Superfund program, the requirements of the Antiquities Act and historic preservation laws, and the Endangered Species Act requirements. In 2007 I reviewed and revised a Safe Harbor Agreement proposed for certain government-owned lands.

Since 1985 I have represented the FCDMC and in both legislative and administrative meetings and hearings and in litigation over the “navigability for title” or streambed ownership, participating in various ad hoc legislative drafting groups. I have represented counties at the Arizona Legislature on a variety of issues, including groundwater recharge, eminent domain and relocation, construction and design, floodplain management, sand and gravel issues, water quality, and special district formation and government. In 2008 I worked with the Maricopa County Environmental Services and the County Government Relations office to draft, negotiate and lobby stormwater legislation through the Arizona Legislature. In 2013 I worked with the Pinal County lobbyist to amend special district legislation that adversely impacted only Pinal County. I have continued legislative activities working with the Arizona Floodplain Managers Association legislative committee and the National Association of Flood and Stormwater Management Associations.

I worked with special counsel for the FCDMC on the complex litigation resulting from the collapse of Gillespie Dam in the 1993 floods in central Arizona and in litigation over sand and gravel operations in the Salt River and the Agua Fria River. I successfully represented the FCDMC in litigation from 2001 to 2011 with the Arizona State Land Department on the validity of easements for three flood control dams in northern Pinal County.

**Previous Law Related Employment:**

**Attorney with the firm of Larry J. Richmond, P.C.** from 1983 to 1992. This firm was general counsel for the Flood Control District of Maricopa County (activities described above) and also of counsel to Maricopa County on certain issues requiring extensive lobbying at the Arizona legislature (including air quality, transportation, solid waste and public health). In 1985 and 1986, I worked with the FCDMC Chief Engineer in negotiating the FCDMC's participation in the Plan 6 Central Arizona Project "upfront" funding agreement, and negotiated a number of supplemental agreements. I represented the District in Federal Court litigation related to Plan 6 and Cliff Dam.

**Hearing Officer for the Arizona Department of Water Resources** from 1983 to 1986. I held hearings in the active management areas for grandfathered water rights applications under the 1980 Groundwater Management Act. I heard Type I, Type II and Irrigation rights groundwater applications and surface water applications, and my duties included conducting the hearing, making findings of fact and conclusions of law, and recommending a decision to the Director of the Department. I resigned as a hearing officer when it appeared that I might have a conflict with my representation of the Flood Control District.

**Research Assistant** to Prof. Richard C. Dahl, Arizona State University Law School, during school year 1981-1982. I also clerked for a variety of attorneys on an hourly project basis during law school.

