



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.

Partner

Authorized Signature

Title

Stephen W. Tully

3/25/16

Printed Name

Date

Hinshaw & Culbertson LLP

602-337-5524

Company Name

Telephone

2375 East Camelback Road, Suite 750

Phoenix, AZ 85016

Address

City, State, Zip

For clarification of this offer, contact:

Name: Stephen W. Tully

Phone: 602-337-5524 Fax: 602-631-4404

Email: stully@hinshawlaw.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
Name (Print)

Chairman
Title

Signature

Approved as to form:

Pinal County Attorney's Office



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OFFER AND ACCEPTANCE FORM – Page 2

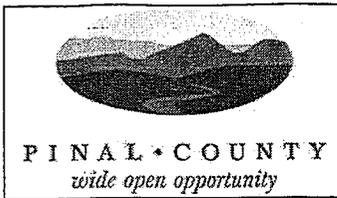
By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- 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)
- OE. 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.

Hinshaw & Culbertson LLP

Firm

Authorized Signature



ROQ – 151721
Specialty Legal Services

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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:

Hinshaw & Culbertson LLP ("Contractor"), with its principal place of business at 2375 East Camelback Road, Suite 750; Phoenix, AZ 85016

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



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No action shall be maintained by Contractor, its successors or assigns, against Customer on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract.

SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT

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

SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS

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

SECTION 11. DISPUTE RESOLUTION

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

SECTION 12. MISCELLANEOUS

- a) **Assignability.** This contract is non-assignable in whole or in part by either party without the written consent of both parties.
- b) **Authority of Signatory.** The individuals signing this Contract and any supplements, warrant that they have been duly authorized and vested with the power to do so on behalf of their entity.
- c) **Beneficiaries.** This Contract shall inure solely to the benefit of Contractor and Customer, and shall create no rights in any other person or entity.
- d) **Comparable Treatment.** All of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than the equivalent terms being offered by Contractor to any similar situated customer.
- e) **Exhibits, Plats, Riders and Addenda.** All plats, riders, exhibits or addenda, if any, affixed to the Contract are a part hereof.



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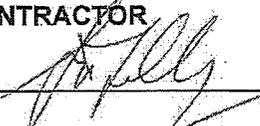
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.
- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local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

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

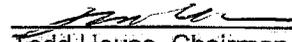


By: Stephen W. Tully

Title: Partner

Date: _____

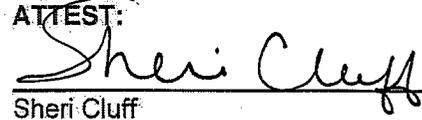
PINAL COUNTY



Todd House, Chairman
Board of Supervisors

Date: 6/1/16

ATTEST:



Sheri Cluff
Clerk of the Board

Approved as to Form:



Chris Keller, Deputy County Attorney





PINAL COUNTY
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Specialty Legal Services

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SCHEDULE A: PRICING SUPPLEMENT

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

Hinshaw's Proposed Hourly Rates for Pinal County:

Senior Partner (15+ years) \$260
Partner: \$240
Associate: \$205
Paralegal: \$105

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ORIGINAL

Hinshaw's Response to
*ROQ-151721 Specialty Legal Services
Pinal County*

Stephen W. Tully
Hinshaw & Culbertson LLP
2375 E. Camelback Rd.
Suite 750
Phoenix, AZ 85016
602-631-5524
stully@hinshawlaw.com
www.hinshawlaw.com

HINSHAW

& CULBERTSON LLP



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OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

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

Partner

Authorized Signature

Title

Stephen W. Tully

3/25/16

Printed Name

Date

Hinshaw & Culbertson LLP

602-337-5524

Company Name

Telephone

2375 East Camelback Road, Suite 750

Phoenix, AZ 85016

Address

City, State, Zip

For clarification of this offer, contact:

Name: Stephen W. Tully

Phone: 602-337-5524 **Fax:** 602-631-4404

Email: stully@hinshawlaw.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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Finance Department
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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)
- 0E. 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.

Hinshaw & Culbertson LLP

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 _____ 3/25/2016
Signature Date

ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

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

Firm

Authorized Signature



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Responder's Checklist

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

RESPONDERS CHECKLIST

	Yes/No
Did you sign your Offer sheet? <i>See Page 33 & 34 of this solicitation.</i>	Yes
Did you acknowledge all addendums, if any? <i>See page 30. Any addendums would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	Yes
Did you complete all required Response Forms? <i>Any Response forms would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	Yes
Did you include your W-9 Form? <i>See page 31 of this solicitation.</i>	Yes
Did you include any necessary attachments?	Yes
Is the outside of your sealed submittal marked with the Solicitation #, Due Date and Time? <i>See page 1 for this information.</i>	NA
Did you include one original and the required number of copies? <i>See page 1 for the quantity.</i>	NA
Did you follow the order for submissions of documents? <i>See Section 3.4 – Offer format in the Special Instructions of this solicitation.</i>	Yes
Did you include proof of insurance(s) if requested?	NA

	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
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Responder Name: *Hinshaw & Culbertson LLP*

Responders shall complete the following Response Form, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

Please note: Any exception to the terms and conditions of the ROQ will not be accepted. Compliance to Terms and Conditions has been identified as an evaluation criterion for this solicitation.

Acceptability of Responses

Offers that do not include fully completed copies of Response Forms 1 and 2 may cause the entire offer to be deemed unacceptable and therefore non-responsive. Forms with incomplete or unacceptable responses will also be considered non-responsive.

1 Responders Profile

1.1 Provide the name of the person who will be the primary Respondent and the address for the primary servicing office. Please also include a resume for major assistants or staff.

Firm Name: Hinshaw & Culbertson LLP

Mailing Address: 2375 East Camelback Road, Suite 750

City: Phoenix State: AZ Zip Code: 85016

Representative Name: Stephen W. Tully Title: Partner

Phone Number: 602-337-5524 Fax Number: 602-631-4404

Email Address: stully@hinshawlaw.com

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

10 years

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

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

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

If yes, identify who: Stephen Tully

	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
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Liaison Phone: _____ 602-337-5525 _____

Liaison Email Address: _____ stully@hinshawlaw.com _____

How many years of experience does Liaison have handling public entity clients? _____ 10 _____ 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



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

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Florence, AZ 85132

Immigration law		X
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	



Response Form 1
ROQ-151721
Specialty Legal Services

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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: State of Arizona _____
Address: 1275 W. Washington St., Phoenix, AZ 85007-2997 _____
Contact Person: Mr. Michael Bailey, Chief Deputy Attorney General _____
Phone: 602-542-8017 ___ Email Address: _____

Project Name: Stephen Tully has handled various lawsuits for the state over the years, including 42 USC §1983 matters. Lately he has been handling several matters for the Arizona Superintendent of Public Instruction in litigation with the Arizona Board of Education. These matters concern the division of powers among the two constitutional entities.

2. Company Name: Maricopa County _____
Address: 222 N. Central Ave. Suite 1100, Phoenix, AZ 85004-2206 _____
Contact Person: Tom Liddy, Assistant County Attorney, Civil Services Division _____
Phone: 602-506-8541 _____ Email Address: liddyt@mcao.maricopa.gov

Project Name: Stephen Tully handled multiple matters for this entity over the years on a large variety of matters, including appeals. He has represented the members of the Maricopa County Board of Supervisors, the Maricopa County Attorney, the Maricopa County Public Fiduciary, an Assistant County Attorney, and Maricopa County itself in various lawsuits alleging RICO violations, 42 USC § 1983 violations, and various other claims of misfeasance and malfeasance. He is currently representing the Flood Control District of Maricopa County in an administrative appeal concerning enforcement of the Flood Plain regulations. He is also representing the District in a § 1983 claim based on the enforcement of its regulations.

3. Company Name: Pinal County _____
Address: P.O. Box 887 Florence, AZ 85132 _____
Contact Person: Mr. Chris Keller, Chief Civil Deputy Attorney _____
Phone: 520-866-6935 _____ Email Address: Chris.Keller@pinalcountyaz.gov _____

Project Name: Hinshaw currently has a contract for legal services with Pinal County and represented the Pinal County Sherriff concerning jail funding issues. Hinshaw has also represented the county in airport leasing negotiations.

4. Company Name: Cottonwood, AZ _____
Address: 824 N. Main Street Cottonwood, AZ 86326 _____
Contact Person: Mr. Stephen Horton, City Attorney _____
Phone: 928-606-0808 _____ Email Address: shorton@cottonwoodaz.gov _____

Project Name: Hinshaw has represented Cottonwood in various airport-related matters, including tenant disputes_

5. Company Name: _____

	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
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Address: _____

Contact Person: _____

Phone: _____ Email Address: _____

Project Name: _____

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)

Mr. Tully and Randy Aoyama are currently representing the Arizona Superintendent of Public Instruction Diane Douglas in a lawsuit for declaratory and injunctive relief asking the court to determine the powers of the State Board of Education and those of the Superintendent. Mr. Tully and Mr. Aoyama are also representing the Superintendent in defense of a similar lawsuit filed by the Board against her. These matters have been ongoing for about a year.

Mr. Tully has represented and currently represents the Flood Control District of Maricopa County in a series of appeals filed by a sand and gravel mine operator over an enforcement action taken by the District. In addition, Mr. Tully represents the District and a number of its employees in defense of a 42 USC §1983 action filed by the same sand and gravel operator arising out of the same enforcement action.

Mr. Tully and Bradley Dunn represented Maricopa County in defense of a negligence lawsuit alleging wrongful death filed by a retired pipefitter's relatives. The pipefitter had developed Mesothelioma from breathing asbestos fibers in the process of cutting asbestos cement pipe. He alleged that the county should have outlawed the use of asbestos cement pipe and taken it out of service by 1981 at the latest. The case was extensively litigated with multiple parties and more than 20 depositions. It ended in approximately May 2015 with plaintiffs agreeing to a voluntary dismissal of the county with prejudice.

Timothy McCulloch represents the City of Cottonwood its airport-related matters, including those concerning grant assurances and Federal Aviation Administration (FAA) compliance. He is currently representing the city in a dispute with tenants and has represented it in previous tenant-related actions.

Bradley Logan and Mr. McCulloch are in the process of completing work for Pinal County related to the issuance of an RFP for potential tenants and the negotiation of a lease of property at the Pinal County Airpark.

Mr. Aoyama, Mr. Tully and Michael Ayers have handled major construction/infrastructure-related litigation, including jury trials of construction-related cases. They have represented engineers and surveyors in defense of lawsuits alleging malpractice. Mr. Aoyama and Mr. Ayers are currently representing McCoy & Howard, an engineering firm, in a professional negligence and construction defect matter relating to Cochise County Community College in Douglas, Arizona. The Cochise County matter involves several different design and construction issues relating to the boiler and HVAC systems. Mr. Tully represented an engineering firm in defense of a claim of improper design of air conditioning units at a senior living facility. He also represented engineers in defense of a matter concerning the collapse of an enormous retaining wall in Prescott, Arizona. He has represented surveyors in multiple claims related to alleged faulty surveys.

Mr. Tully represented the Maricopa County Public Fiduciary in defense of a lawsuit claiming malfeasance in the prosecution of her duties. The matter was ultimately dismissed. It was filed in federal court and was dismissed approximately two to three years ago.

Mr. Tully represented an Assistant Maricopa County Attorney in defense of claims that she wrongfully prosecuted a woman for murder. That case was voluntarily dismissed as to the prosecutor approximately three years ago. Mr. Tully also represented the Maricopa County Attorney in a suit seeking to overturn his issuance of a legal opinion. He represented a doctor for the state in several 42 USC §1983 actions filed by inmates claiming the doctor mishandled their treatment. All these cases of public official liability occurred in the last eight years.

	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
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From 2001–2007, Mr. Tully served in the Arizona House of Representatives, including two years as the Majority Leader. He can provide advice and counsel regarding legislative matters. Also during his time as Chairman of the Judiciary Committee he oversaw the investigation into alleged malfeasance by a sitting member of the Corporation Commission.

Hinshaw has extensive experience handling general liability matters. In April 2015, Mr. Aoyama tried a case for Ferrellgas in defense of a propane tanker truck accident in which the driver of the Ferrellgas truck admitted negligence. The verdict rendered was substantially less than Ferrellgas' pretrial offer of judgment.

During the last five years, Mr. Tully has assisted the Secretary of State and the Maricopa County Flood Control District in responding to public record requests. In the last several months he litigated a claimed open meeting law violation as part of an appeal in a suit with the Flood Control District.

Mr. Logan has more than 20 years of experience handling all types of commercial real estate and land use transactions both as a developer and an attorney. He is currently wrapping up a lease for Pinal County at the Airpark.

Mr. Tully and Mr. Dunn are currently representing Maxum Insurance in investigating coverage issues on a claim by an insured. They have handled several declaratory actions on behalf of insurers over coverage issues in recent years and are currently representing Riverport Insurance in a declaratory action in state court concerning coverage for a behavioral health provider. Hinshaw has a nationally recognized, full-service Insurance Services Practice that handles all aspects of risk transfer, including creating captive insurers, drafting policies, advising and drafting reinsurance treaties, and working on regulatory compliance.

Hinshaw has its own consulting unit. One of its specialties is municipal finance, including the creation of special taxing units. Hinshaw has created multiple municipal financing entities, including entities for sports facilities, redevelopment and infrastructure. Hinshaw is consulting and advising the City of Appleton, Wisconsin on the funding of its \$30 million convention and exhibition center. Hinshaw has developed regional infrastructure projects in Illinois

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)

Following are brief introductions to members of the proposed legal team along with their areas of practice. Full biographies also follow.

<i>Name/Level</i>	<i>Contact</i>	<i>Area(s) of Practice</i>
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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

<i>Name/Level</i>	<i>Contact</i>	<i>Area(s) of Practice</i>
 <p>Stephen W. Tully <i>Senior Partner</i></p>	<p>602-337-5524 stully@hinshawlaw.com</p>	<p>Appellate Practice Attorney conduct and professionalism Commercial litigation Construction litigation Contractual liability defense General governmental practice (open meetings, public records, etc.) General litigation Infrastructure design (litigation) Insurance contracts Legislative matters Public official liability Public fiduciary Section 1983 civil rights defense Special taxing district law Tort liability</p>
 <p>Timothy I. McCulloch, <i>Senior Partner</i></p>	<p>602-383-6011 tmcculloch@hinshawlaw.com</p>	<p>General governmental practice (open meetings, public records, etc.) General litigation Real Estate Transactions Special taxing district law</p>
 <p>Randy J. Aoyama <i>Senior Partner</i></p>	<p>602-337-5530 raoyama@hinshawlaw.com</p>	<p>Construction litigation Contractual liability defense General governmental practice (open meetings, public records, etc.) General litigation Infrastructure design (litigation) Insurance contracts Road design, construction or maintenance liability Section 1983 civil rights defense Tort liability</p>



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Florence, AZ 85132

<i>Name/Level</i>	<i>Contact</i>	<i>Area(s) of Practice</i>
 Michael R. Ayers Associate	602-631-4400 mayers@hinshawlaw.com	Construction litigation Contractual liability defense General governmental practice (open meetings, public records, etc.) General litigation Infrastructure design (litigation) Insurance contracts Road design, construction or maintenance liability Section 1983 civil rights defense Tort liability
 Bradley L. Dunn Associate	602-631-4400 bdunn@hinshawlaw.com	Construction litigation Contractual liability defense General governmental practice (open meetings, public records, etc.) General litigation Infrastructure design (litigation) Insurance contracts Road design, construction or maintenance liability Tort liability
 Carlos B. Gutierrez Associate	602-631-4400 cgutierrez@hinshawlaw.com	Construction litigation Contractual liability defense General litigation Infrastructure design (litigation) Insurance contracts Road design, construction or maintenance liability Tort liability
 Bradley H. Logan Associate	602-631-4400 blogan@hinshawlaw.com	Commercial transactions and litigation Land use Public fiduciary Real estate transactions Special taxing district law

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



Stephen W. Tully

Co-Partner-in-Charge of Phoenix
2375 East Camelback Road
Suite 750
Phoenix, AZ 85016
602-337-5524
stully@hinshawlaw.com

Stephen Tully focuses his practice in complex commercial and governmental litigation and the provision of strategic advice and counsel to business and government. Mr. Tully litigates contract disputes including those concerning insurance contracts, professional liability claims, directors and officers disputes, governmental/municipal disputes, and securities matters. He has been actively litigating cases for more than 24 years, and has substantial experience representing both defendants and plaintiffs. Mr. Tully's clients include local and national businesses, governmental entities, and major national and regional insurance carriers and their policy holders.

Mr. Tully served in the Arizona House of Representatives from 2001 to 2007 and was Majority Leader of the Arizona House from 2005 to 2007. From 2003 to 2005, Mr. Tully was Chairman of both the House Judiciary Committee and the House Ethics Committee.

Professional Background

Mr. Tully was appointed by the Chief Justice of the Arizona Supreme Court to serve on the Business Court Advisory Committee that designed the rules for the new Arizona Commercial Court. He has also been asked to join the newly formed Commercial Court Practices and Procedures Committee of the Maricopa County Superior Court that is tasked with assisting in the development of the commercial court. Mr. Tully currently serves as the Vice Chairman of the Board of CopperPoint Mutual Insurance, Arizona's largest workers' compensation insurer, where he chairs the board's Finance Committee and sits on the board's Nominations and Governance Committee. He has previously served on numerous governmental boards including service as Chairman of the Developmental Disabilities Planning Council, and as Vice Chairman of the Property and Casualty Insurance Guaranty Fund Board.

Professional Affiliations

- National Association of Corporate Directors (NACD), Governance Fellow
- International Association of Defense Counsel
- Professional Liability Underwriters Society
- Claims & Litigation Management Alliance

Service Areas

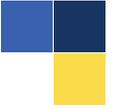
Commercial Litigation
Government
Professional Liability
Life, Health & Disability Litigation

Education

J.D., *cum laude*, University of Arizona College of Law, 1991
B.A., Politics, Philosophy and Economics, Claremont McKenna College, 1988

Admissions

Arizona
U.S. Court of Appeals for the Ninth Circuit
U.S. District Court for the District of Arizona
U.S. District Court for the Northern District of Texas
U.S. Tax Court



Honors & Awards

- AV® Preeminent™, Martindale Hubbell
- Recognized by *Arizona's Finest Lawyers* for a "demonstrated record of high achievement, excellent legal skills, and a well-earned reputation for integrity."
- Recognized as a "Super Lawyer" by *Arizona Super Lawyers* magazine (2012–2015)

Personal

In his free time, Steve enjoys spending time with his wife and four daughters.



Timothy I. McCulloch

Co-Partner-in-Charge of Phoenix

2375 East Camelback Road

Suite 750

Phoenix, AZ 85016

602-383-6011

tmcculloch@hinshawlaw.com

Timothy McCulloch focuses his practice in business and commercial litigation with particular emphasis on the aviation industry. He represents numerous commercial aircraft operators, flight schools, fixed-based operators and airport sponsors. Mr. McCulloch represents banking institutions seeking to judicially or non-judicially foreclose upon aircraft loans. He has defended aircraft operators, fixed-based operators and airport sponsors against negligence claims, and has first-hand experience with airport land use, Part 16 complaints, permitting, noise, hangar condominium development, environmental, and grant assurance compliance issues.

Mr. McCulloch has substantial experience with unmanned aerial vehicles (UAV) and unmanned aerial systems (UAS). He has negotiated Letters of Agreement (LOA) for near airport operations and consulted with UAV and UAS operators in obtaining Section 333 waivers, COA's, and SAC's as well as FAA regulatory compliance.

Mr. McCulloch has negotiated through-the-fence agreements on behalf of both airports and developers. He has litigated disputes between competing fixed-based operators spurred by allegations of procurement code and federal grant assurance violations, and has advocated for aircraft owners in disputes with aircraft manufacturers and aircraft management companies. Mr. McCulloch also represents commercial aviation interests and is experienced in corporate aircraft ownership, flight-time sharing and shared-ownership structures, as well as aircraft management and leasing structures. Additionally, he has experience handling collections for a national bank, a large equipment manufacturer, and various commercial entities.

Professional Background

Prior to joining Hinshaw & Culbertson LLP in May 2014, Mr. McCulloch was a co-managing partner of the Phoenix office of a national law firm.

While attending law school, Mr. McCulloch interned with the California Department of Transportation, concentrating on airport and aviation law while serving as a legal assistant to the state attorney attending to state aviation matters.

Prior to entering the practice of law, Mr. McCulloch was a full-time certified flight instructor specializing in teaching advanced aerobatics. He has flight time teaching in the most advanced aerobatic trainers in the world, including Extra

Service Areas

Commercial Litigation

Aviation Law

Bankruptcy & Creditors' Rights

Business & Commercial Transactions

Product Liability

Real Estate & Lending

Education

J.D., University of California, Davis, 2004

B.A., *magna cum laude*, Political Science, University of California, Irvine, 2001

Admissions

Arizona

California

U.S. Court of Appeals for the Ninth Circuit

U.S. Court of Federal Claims

U.S. District Court for the District of Arizona



300s, Pitts Specials, and Sukhois. With more than 5,500 hours of flight time, he has both a flight instructor credential and a commercial, multi-engine license with instrument.

Professional Affiliations

- Arizona Business Aviation Association (AZBAA), Board Member
- Aircraft Owners and Pilots Association (AOPA), Legal Services Attorneys
- National Transportation Safety Board (NTSB), Bar Association Member
- International Aerobatic Club (IAC), member and competitor
- Arizona Airports Association (AZAA), member

Honors & Awards

- Recognized as a "Rising Star" by *Arizona Super Lawyers Magazine* (2012 & 2013)

Representative Matters

Mr. McCulloch's clients have included numerous entities and individuals prosecuted by the Federal Aviation Administration, many of which face substantial civil penalties or revocation of all certificates or both. He has an established track record of negotiated settlements with the Federal Aviation Administration, which have resulted in substantially lessened penalties from those the agency initially sought. Mr. McCulloch also has experience defending airmen and others from emergency revocation actions. Following is a selection of his representative matters:

- Obtained and defended TROs and preliminary injunctions in both state and federal courts.
- Defended aircraft operators, fixed based operators and airport sponsors against negligence claims.
- Handled judicial and non-judicial foreclosure and dispossession of aircraft on behalf of banking institutions.
- Litigated disputes between competing fixed-based operators spurred by allegations of procurement code and federal grant assurance violations.
- Drafted governing documents for sophisticated hanger development and condominium structure.
- Represented commercial aviation interests and is experienced in corporate aircraft ownership, flight-time sharing, and shared-ownership structures as well as aircraft management and leasing structures.
- Negotiated settlements with the Federal Aviation Administration which have resulted in substantially lessened penalties from those the agency initially sought.
- Defended airmen and other commercial aeronautical providers from emergency and non-emergency revocation and suspension actions initiated by the Federal Aviation Administration.

Presentations

- "Overview of FAA Order 5190.6B," Role of the Attorney Workshop, Southwest Association of American Airport Executives, January 29, 2010.

Personal

When not practicing law, Tim enjoys spending time with his family, hiking and flying.



Randy J. Aoyama

Partner

2375 East Camelback Road
Suite 750
Phoenix, AZ 85016
602-337-5530
raoyama@hinshawlaw.com

Randy Aoyama focuses his practice in business litigation with particular emphasis in commercial litigation, product liability defense, construction defect, transportation law and personal injury defense. Mr. Aoyama has devoted his practice to defense litigation for more than a decade. He has advocated for clients and defended against claims of product liability, construction defect, medical malpractice, and has focused a substantial portion of his practice to commercial and business litigation. In addition, Mr. Aoyama provides strategic planning, counsel and advice on high-exposure litigation matters.

Professional Background

Prior to joining Hinshaw & Culbertson LLP in March 2014, Mr. Aoyama was a partner in a defense litigation firm in Phoenix. He began his legal career with a firm in Seattle, Washington, where he gained litigation experience before moving to Phoenix, where he continued to expand his defense practice. Mr. Aoyama was in-house counsel for an international truck and trailer rental company before re-entering private practice in 2008.

During law school, Mr. Aoyama spent a year with the Ninth Circuit Pro Se Appellate Project, where he successfully represented a client on appeal. His law school accomplishments also included externship and clerkships with the Northwest Defenders Criminal Defense Internship, the Unemployment Law Clinic and Student Legal Services. Mr. Aoyama participated in moot court competitions and was a member of the Asian Pacific American Law Students Association. He also served as a peer advisor.

Professional Affiliations

- Defense Research Institute (DRI), Member
- State Bar of Arizona, Member
 - Committee on Minorities & Women in the Law, Member (2005–Present)
 - Judge Thomas Tang Writing Competition, Chair (2014–Present)
 - Appointments Committee, Member (2003–2005)
- Arizona Asian American Bar Association, Member, Board of Directors (2003–2012)
- Arizona Asian American Bar Association, Past President (2007)

Service Areas

Commercial Litigation
Construction Services
Personal Injury/Property
Damage Defense Litigation
Product Liability
Transportation Law

Education

J.D., University of Washington,
1997

B.A., Communications/
Advertising, University of
Washington, 1993

Admissions

Arizona
U.S. District Court for the
District of Arizona



- Asian Bar Association of Washington, Member, Board of Directors (1998–1999)



Michael R. Ayers

Associate

2375 East Camelback Road
Suite 750
Phoenix, AZ 85016
602-631-4400
mayers@hinshawlaw.com

Mike Ayers focuses his practice primarily in complex liability defense, including insurance coverage, construction defect, Carmack Amendment and large property loss subrogation. He also handles products liability, contract claims and personal injury matters.

Mr. Ayers is involved in all phases of litigation, including pre-trial work, conducting depositions, discovery and dispositive motions, and attending hearings, mediations, arbitration and settlement negotiations.

Clients he has represented have included The Viking Corporation; Wendy's International, Inc.; FDIC; Archicon L.C.; Hartford Insurance Company; Nationwide Insurance Company; AIG; Safeco Insurance Company; Chubb Insurance Company; USAA; Scottsdale Insurance Company; State Farm Insurance; Dallas National Insurance Company; and Capital Insurance Company. Representative Cases Mr. Ayers has actively handled cases in more than 24 states, involving products liability, construction defect, fire investigation, contract disputes and the Carmack Amendment. He has engaged in site inspections, expert testing, hearings, mediations, arbitrations and depositions of both fact and expert witnesses.

Most notably, Mr. Ayers exceeded the anticipated result in cases handled in Alabama, Arizona, California, Colorado, Florida, Maine, Nevada and Utah.

Professional Background

Mr. Ayers joined Hinshaw & Culbertson LLP in November 2008. Previously he was a senior associate at Bauman Loewe Witt & Maxwell, PLLC, in Scottsdale, Arizona. He was for three years an associate at Butler Pappas Weihmuller Katz Craig, LLP, in Tampa, Florida.

During law school, Mr. Ayers was the Special Events Coordinator for the Civil Comparative Law Society and a member of the Phi Alpha Delta Law fraternity.

He spent a summer studying at the University of College London.

Professional Affiliations

- Maricopa County Bar Association

Service Areas

Construction Services
Business & Commercial Transactions
Insurance & Reinsurance
Product Liability
Consumer Financial Services
Insurance Coverage

Education

J.D., University of Miami School of Law, 2003

Editorial Member, *University of Miami International and Comparative Law Review*

B.A., Philosophy, California Polytechnic State University, 2000

- Academic Honors 1998 - 2000

Admissions

Arizona
Florida
Nevada
Gila River Tribal Court
Hopi Tribal Court
U.S. District Court for the Middle District of Florida
U.S. District Court for the Northern District of Florida



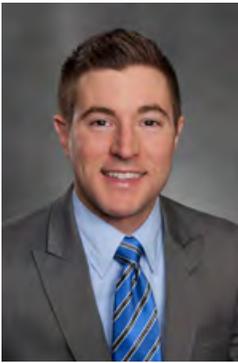
Honors & Awards

- Recipient of an American Indian Graduate Center Scholarship (2000–2003)

Representative Matters

Winning a motion for summary judgment in Nevada, successfully recovering his client's full contract damages, attorneys' fees, costs and late fee; the court included prejudgment interest on the contract damages, attorneys' fees and costs.

A successful jury and bench trial, where he assisted in reaching a defense verdict and recovering the full amount on a mechanic's lien claim.



Bradley L. Dunn

Associate

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602-631-4400
bdunn@hinshawlaw.com

Brad Dunn focuses his practice on complex business litigation and commercial transaction representation, including representing clients in contract disputes and negotiations, insurance coverage disputes, product liability and tort defense litigation. Mr. Dunn also has extensive bankruptcy and reorganization experience focused on assisting clients (both debtors and creditors) with solving problems pertaining to insolvency and potential insolvency situations.

Mr. Dunn is involved in all phases of the litigation process, including conducting discovery, preparing dispositive motions, taking and defending depositions, and handling hearings, mediations, arbitrations and settlement negotiations.

Professional Background

Prior to joining Hinshaw & Culbertson LLP in September 2014, Mr. Dunn was an associate attorney at two other Phoenix area law firms. He also spent two years as a law clerk in-house with a U.S. developer, manufacturer and distributor of self-defense products.

During law school, Mr. Dunn was a Willard H. Pedrick Scholar, Faculty Merit scholarship recipient, VITA volunteer tax preparer, and Innovation Advancement Program business clinic student attorney. While earning his M.B.A., Mr. Dunn was a member of the Beta Gamma Sigma honor society, and during his undergraduate studies participated in the study abroad program at the University of Urbino in central Italy.

Prior to his legal career, Mr. Dunn was a senior financial analyst for a global aerospace corporation.

Professional Affiliations

- Arizona Association of Defense Counsel, YLD Board Member, Treasurer (2013 – Present)

Personal

In his spare time, Brad enjoys spending time with his wife and son.

Service Areas

Commercial Litigation
Business & Commercial Transactions
Personal Injury/Property Damage Defense Litigation
Product Liability
Bankruptcy & Creditors' Rights

Education

J.D., Arizona State University, 2011
M.B.A., Loyola University, 2005
B.S., Finance, University of Tennessee, 2003

Admissions

Arizona
U.S. District Court for the District of Arizona



Carlos B. Gutierrez

Associate

2375 East Camelback Road
Suite 750
Phoenix, AZ 85016
602-631-4400
cgutierrez@hinshawlaw.com

Carlos B. Gutierrez helps clients effectively resolve commercial and employment-related disputes. He handles a wide range of issues, including cases involving aviation law, civil malicious prosecution, construction law, contracts, conversion, copyright infringement, employment law, enforcement of judgments, fraud and fraudulent transactions, joint ventures, landlord-tenant, partnerships, real estate law, successor liability, tax appeals, trade secrets and unfair competition, and tortious interference.

Professional Background

Prior to joining Hinshaw & Culbertson LLP, Mr. Gutierrez practiced law with several Phoenix-area law firms. He focused on representing parties in commercial, employment, and construction and real estate matters.

Professional Affiliations

- State Bar of Arizona, Member (2006 – Present)
- Los Abogados (Arizona's Hispanic Bar Association), Member (2006 – Present)

Service Areas

Aviation Law
Commercial Litigation
Construction Services
Labor & Employment
Municipal and Licensing Law
Real Estate & Lending

Education

J.D., Arizona State University
College of Law, 2006

B.S., *magna cum laude*,
Finance, Arizona State
University, 2002

Admissions

Arizona



Bradley H. Logan

Associate

2375 East Camelback Road
Suite 750
Phoenix, AZ 85016
602-631-4400
blogan@hinshawlaw.com

Brad Logan provides expert guidance to clients in the areas of franchise development, business brokerage, capital funding, business acquisitions and divestments, real estate and property development. Mr. Logan's clients benefit from his firsthand experience as a business owner, franchisee, developer, contractor, broker and banker. He has a unique ability to see the big picture for his clients, balancing the complexities of advancing business, while limiting exposure. His legal and business advice concentrates in the areas of real estate, business and commercial transactions, franchising, complex negotiations, banking, construction, contracts, dispute avoidance and resolution, corporate governance and aviation law.

Mr. Logan has been instrumental in the funding, development and construction of more than \$1.4 billion in commercial buildings, facilitating strategic alliances and helping his clients seize opportunities and mitigate risks. He has represented a wide variety of owners and entrepreneurs from start-ups, to emerging companies as well as large corporations as consultant, counsel and in house C-Level executive positions. Mr. Logan is also an active member in Hinshaw's Franchising Services business area where he focuses on providing business owners with expansion strategy, development and tactical planning for emerging and established franchisors.

Professional Background

Prior to joining Hinshaw & Culbertson LLP, Mr. Logan was in-house counsel to a commercial construction company. He has been a director of a private holding company for more than a decade, conducting more than \$100 million in annual sales through several interrelated service entities. He has served on various boards for banks, financing corporations, and nonprofit organizations. Mr. Logan has previously owned and operated several brand name franchise operations and served as managing partner under a master franchise rights agreement for a start-up franchise operation. For more than a dozen years Mr. Logan ran a consulting firm in Scottsdale, Arizona. He began his legal career with a boutique firm in Scottsdale in 1993.

Mr. Logan is a Designated Broker, licensed by the Arizona Department of Real Estate. He also holds a KB-1 General Contractor License and a K-11 Electrical License from the Arizona Registrar of Contractors.

Service Areas

Real Estate & Lending
Banking & Finance
Business & Commercial Transactions
Business Formation
Aviation Law

Education

J.D., James E. Rogers College of Law, University of Arizona, 1993

B.S.B.A., Northern Arizona University

Admissions

Arizona
U.S. District Court for the District of Arizona



Mr. Logan has been the CEO Recipient of the Best Places to Work Award from the *Arizona Business Journal*, and *Ranking Arizona* listed the company where he served as President as the number one brokerage company in Arizona for five consecutive years.

Professional Affiliations

- Naturopathic Physicians Board of Medical Examiners, Board of Directors (2014-2015)
- Valley Capital Bank, Board of Directors (2007-2009)
- State Bar of Arizona, Member (1993-present)
- Arizona Department of Real Estate, Licensed Designated Broker (1996-present)
- Southwest Business Finance Corporation, Chairman of the Board (1999-2007)

Honors & Awards

- CEO Recipient, Best Places to Work Award, *Arizona Business Journal*
- *Ranking Arizona*, President of #1 Brokerage Company 5 consecutive years

Presentations

Mr. Logan has been a speaker at numerous commercial real estate industry forums, trade shows and associations, including:

- NAIOP Commercial Real Estate Development Association
- Urban Land Institute (ULI)
- Institute of Real Estate Management (IREM)
- Building Owners and Managers Association (BOMA)

Community/Civic Activities

- Harvest Compassion Center
- Phoenix Rescue Mission
- Opportunity International