



PINAL COUNTY
wide open opportunity

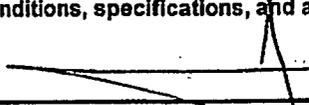
Offer and Acceptance

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

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

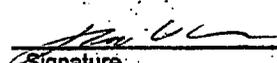
The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

		Attorney
Authorized Signature	James M. Jellison	Title 4-6-16
Printed Name	Jellison Law Offices, PLLC	Date 602-277-6009
Company Name	3101 N. Central, Suite 1090	Telephone Phoenix, AZ 85012
Address	City, State, Zip	

For clarification of this offer, contact:

Name: James M. Jellison Phone: 602-277-0114 Fax: 602-230-9250

Email: jim@jellisonlaw.com

ACCEPTANCE OF OFFER <i>(For Pinal County Use Only)</i>		
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: <u>Specialty Legal Services</u>		
This contract shall henceforth be referenced to as Contract No. <u>ROQ-151721</u> . 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	<u>1st</u> day of	<u>June</u> 2016.
Name: (Print)	<u>Todd House</u>	Title <u>Chairman</u> 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.

Jellison Law Offices, PLLC

Firm

Authorized Signature

 <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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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



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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.

 <p>PINAL COUNTY wide open opportunity</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

Jellison Law Offices, PLLC
 By: _____
 Title: James Jellison, managing member
 Date: April 6, 2016

PINAL COUNTY

 Todd House, Chairman
 Board of Supervisors
 Date: 6/1/16



ATTEST:

 Sheri Cluff
 Clerk of the Board

Approved as to Form:

 Chris Keller, Deputy County Attorney



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SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ (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

\$ 225.00 for attorney services and \$ 95.00 for paralegal services

Copying @ \$0.20/page

Travel mileage @ \$ 0.45/mi.

ORIGINAL

SOLICITATION FOR: ROQ 151721 Specialty Legal Services

JELLISON LAW OFFICES, PLLC

3101 North Central Avenue, Suite 1090

Phoenix, AZ 85012

(602) 277- 6009

By: James M. Jellison, Attorney

Section One

3.4.1. Offer & Acceptance Form, Addendum Acknowledgment Form, W-9 Form, Responder's checklist



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Offer and Acceptance

Pinal County
Finance Department
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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.

Attorney

Authorized Signature

James M. Jellison

Title

4-6-16

Printed Name

Jellison Law Offices, PLLC

Date

602-277-6009

Company Name

3101 N. Central, Suite 1090

Telephone

Phoenix, AZ 85012

Address

City, State, Zip

For clarification of this offer, contact:

Name: James M. Jellison

Phone: 602-277-0114

Fax: 602-230-9250

Email: jim@jellisonlaw.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



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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.

Jellison Law Offices, PLLC

Firm

Authorized Signature

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

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

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

Please sign and date:

ADDENDUM NO. 1 Acknowledgement _____
Signature Date

ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

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

Jellison Law Offices, PLLC

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

Section Two

3.4.2. Completed Response Form



P I N A L • C O U N T Y
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**Response Form 1
ROQ-151721
Specialty Legal Services**

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

Responder Name: Responder Response

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

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

Acceptability of Responses

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

1 Responders Profile

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

Firm Name: Jellison Law Offices, PLLC

Mailing Address: 3101 N. Central Ave. Suite 1090

City: Phoenix State: AZ Zip Code: 85012

Representative Name: James M. Jellison Title: Attorney

Phone Number: 602-277-6009 Fax Number: 602-230-9250

Email Address: jim@jellisonlaw.com

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

18 years

- 1.3 How many years of experience does the local Respondent have: 26 years

- 1.4 How many years of experience does the key employee have: 26 years

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

If yes, identify who: James M. Jellison



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Response Form 1
ROQ-151721
Specialty Legal Services

Pinal County
Finance Department
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Florence, AZ 85132

Liaison Phone: 602-550-6405

Liaison Email Address: jim@jellisonlaw.com

How many years of experience does Liaison have handling public entity clients? 18 years

2 Areas of Practice

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

Area of Practice	Check Yes or No	
	Yes	No
Appellate Practice	X	
Attorney conduct and professionalism	X	
Bond and disclosure counsel		X
Collections and bankruptcy		X
Commercial transactions and litigation		X
Construction litigation		X
Contractual liability defense	X	
Election and voter registration law		X
Eminent domain and relocation		X
Environmental law		X
Federal and State taxation matters		X
General governmental practice (open meetings, public records, etc.)	X	
General litigation	X	
Health care, including public health and managed care		X
Housing		X
Immigration law		X



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Response Form 1
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Specialty Legal Services

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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	



PINAL COUNTY
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**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: Arizona Counties Insurance Pool
Address: 1905 W. Washington, Ste. 200, Phx, AZ 85009
Contact Person: William Hardy
Phone: 602-252-2804 Email Address: bill@aciponline.org
Project Name: ongoing

2. Company Name: City of Chandler Attorneys
Address: PO BOX 4008, Chandler, AZ 85244
Contact Person: Thomas Lloyd
Phone: 480-782-4655 Email Address: thomas.lloyd@chandleraz.com
Project Name: ongoing

3. Company Name: City of Prescott Attorneys
Address: 221 S. Cortez, Prescott, AZ 86303
Contact Person: Jon Paladini
Phone: 928-777-1276 Email Address: jon.paladini@prescott-az.gov
Project Name: ongoing

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

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

 <p>P I N A L • C O U N T Y <i>wide open opportunity</i></p>	<p>Response Form 1 ROQ-151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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4 Prior Experience

Please provide examples of projects previously conducted that are related to the work described in the ROQ. Description should include the client name, description of the type of work performed, approximate date the work was completed and the professional staff who participated. (Additional pages may be used if necessary)

Responder Response

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

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

Jellison Law Offices, PLLC

Case/Matter Examples

1. *Pinal County adv. Cox*; U.S. District Court, District of Arizona; a civil rights claim brought by claimant whose vehicle was determined forfeit by superior court judge. Case pending Rule 12 motion to dismiss. James M. Jellison, lead counsel; Kasey Rivera, paralegal. Date status: ongoing.
2. *Pinal County adv. Farrell*; Pinal County Superior Court; an appeal from an adverse ruling by Pinal County Employee Merit Commission; reversed by Superior Court with discipline reinstated. James M. Jellison and Bryan Quesenberry, counsel. Date status: completed 2016.
3. *Pinal County adv. Hensley*; Pinal County Superior Court; negligence case pending against Pinal County arising from death of hiker. Rule 56 motions submitted and pending. James M. Jellison, lead counsel; Kasey Rivera, paralegal. Date status: ongoing.
4. *Pinal County adv. K. Williams*; notice of claim submitted; civil rights and negligence claim by citizen removed from vehicle by Pinal County Sheriff's Office. Case under review. James M. Jellison, lead counsel; Kasey Rivera, paralegal. Date status: ongoing.
5. *Pinal County adv. Renteria*; U.S. District Court, District of Arizona; an Americans With Disabilities Act litigation brought by a former Pinal County detention officer. Matter decided in favor of Pinal Judgment through Rule 56 motion. James M Jellison, lead counsel; Kasey Rivera, paralegal. Date status: completed fall, 2015.
6. *Pinal County adv. Gillen*; Pinal County Employee Merit Commission; represented Pinal County Sheriff's Office and Pinal County in complex merit commission proceeding resulting in appeal to the Superior Court. PCSO discipline upheld by Superior Court decision. James M. Jellison, lead counsel. Date status: completed spring, 2014.
7. *Pinal County, general matters*; Advise to Pinal County Attorney's Office and/or Pinal County Human Resources re County administration of policies and applicable labor/employment laws in a variety of matters. Date status: 1998 to ongoing.

8. *Government matters, general*; For the past eighteen years, principal attorney James Jellison has represented a number of governmental entities including the City of Chandler, the City of Prescott, Apache County, Cochise County, Coconino County, Gila County, Graham County, La Paz County, Mohave County, Navajo County, Santa Cruz County, and Yavapai County in all phases of state and federal court litigation, including appeals to the Arizona Court of Appeals and U.S. Ninth Circuit Court of Appeals, handling diverse governmental issues including land use and property disputes, civil rights, employment/labor law issues, general tort matters, and public attorney discipline. Date status: 1998 to ongoing.

Curriculum Vitae of
JAMES M. JELLISON
JELLISON LAW OFFICES, PLLC
3101 North Central Avenue, Suite 1090
Phoenix, Arizona 85012
jim@jellisonlaw.com
Telephone: (602) 277-6009
Facsimile: (602) 230-9250

EXPERIENCE:

Jellison Law Offices, PLLC – February, 2007 to present

Since 2007, I have served as the Managing Member of Jellison Law Offices, PLLC, continuing my practice in litigation, and consultation on legal matters, with an emphasis in representing county and city governments in the State of Arizona in the areas of constitutional law and civil rights, employment law, and general municipal liability, as well as assisting private managerial, professional, and executive employees in employment matters. As part of my practice, I regularly consult with Arizona local governmental entities in an effort to resolve matters before litigation results, and provide presentations to governmental boards and councils in both executive and public sessions on litigation and liability matters. In addition to my litigation activities, I serve as counsel for the La Paz County Personnel Appeals Board, and have been appointed special counsel to advise the Pinal County Board of Supervisors in conflict matters. I also represent governmental agencies in merit appeals in complex employment matters. I am a frequent lecturer to Arizona governmental entities, providing presentations in all aspects of employment law, constitutional law, governmental administrative investigations, pre-litigation preservation of documents, and effective interface between municipal entities and federal and state agencies.

**Schleier, Jellison & Schleier, P.C. - December, 1994 to February,
2007**

From 1994 to February 2007, I served as both a partner, and of-counsel attorney, for the law firm of Schleier, Jellison & Schleier, P.C., engaging in a litigation practice emphasizing the areas of employment litigation, governmental liability, and commercial/construction litigation.

Judge Advocate, U.S. Marine Corps, January 1990 – July, 1994

From 1990 to 1994, I served as a Marine Corps officer, primarily performing the duties of prosecutor, chief defense counsel, and chief prosecutor/military justice officer for the Marine Corp Air Ground Combat Center, Twentynine Palms, California. I personally handled over 200 court-martial proceedings including criminal allegations of murder, narcotics, and grand larceny, and conducted in excess of thirty criminal jury trials, while also supervising a prosecution trial group consisting of three prosecutors, and eleven support personnel.

**PROFESSIONAL
ASSOCIATIONS:**

Member of State Bar of Arizona, from 1989

Member of the U.S. District Court (Arizona), from 1989

Member of the U.S. Court of Military Appeals, from 1990

Member of the U.S. Court of Appeals, 9th Circuit, from 2000

Member of the U.S. Supreme Court, from 2003

EDUCATION/HONORS

Juris Doctor, Arizona State University, 1986-1989

Bachelor of Arts, San Francisco State University, 1982-1986

Arizona State University, College of Law, National Moot Court Team,
1988-89

Order of Barristers, conferred 1989

Arizona State University, College of Law, Outstanding Third Year
Advocate, 1989

JURY TRIAL EXPERIENCE

Conducted in excess of thirty (30) criminal jury (members) trials during
service in the United States Marine Corps.

Barnett v. Cigna Health Healthcare, Inc., CV 01-01429-PHX-EHC, US
District Court, Arizona (2005)

Blackhawk LLC v. Pinal County, et. al., CV 97-00943, Maricopa County
Superior Court (1998)

Downs-Vollbracht v. City of Bullhead City, CV 01-01452-PCT-PGR, US
District Court Arizona (2004)

Howell v. Yavapai County, et. al., CV 04-2280-PCT-FJM, US District
Court, Arizona (2006)

Howell v. Yavapai County, et. al., CV 2003-0982, Yavapai County
Superior Court (2007)

Mamola v. Group Manufacturing, Inc., CV 08-1687-PHX-GMS, US District Court, Arizona (2010)

McBurnie v. City of Prescott, et. al., CV 2009-8139-PCT-FJM, US District Court, Arizona (2011)

Rapazzo v. Ryley, Carlock & Applewhite et. al., CV 97-01196, Maricopa County Superior Court (2000)

Ton v. Santa Cruz County, 10-CV-00644-AWT, US District Court, Arizona (2015)

APPELLATE EXPERIENCE

Barnett v. Cigna Health Plan of Arizona, No. 02-16460, 9th Cir. Court of Appeals (2003)

Barnett v. Cigna Healthcare, Inc., No. 05-15081, 9th Cir. Court of Appeals (2007)

Craig v. Mohave County, No. 03-16663, 9th Cir. Court of Appeals (2005)

Crepea v. Cochise County, No. 14-16694, 9th Cir. Court of Appeals (2014)

DeRienzo v. Yavapai County, et. al., No. 1 CA-CV-09-0323 (2010), Arizona Court of Appeals

Downs-Vollbracht v. Stringer, et. al., No. 03-17362, 04-16205, 9th Cir. Court of Appeals (2005)

Ford v. Motorola, Inc., No. 07-15292, 9th Cir. Court of Appeals (2008)

Harris v. Cochise Health Systems, No. 2 CA-CV-06-0193 (2007), Arizona Court of Appeals

Howell v. Polk, et. al., No. 06-16418, 9th Cir. Court of Appeals (2008)

Howell v. Polk, et. al., No. 1 CA-CV-06-0654, Arizona Court of Appeals (2009)

Howell v. Hodap, e. al., No. 1 CA-CV-08-0027, Arizona Court of Appeals (2009)

McBurnie v. City of Prescott, et. al., No. 11-16267, 11-16316, 9th Cir. Court of Appeals (2013)

Millsaps v. Pinal County Superior Court, No. 11-15948, 9th Cir. Court of Appeals (2012)

Panzarella v. Yavapai County Sheriff's Office, No. 1 CA-CV-11-0580, Arizona Court of Appeals (2012)

Riley v. City of Prescott, et. al., No. 14-15395, 9th Cir. Court of Appeals (2014)

Saunders v. Silva, No. 11-15134, 9th Cir. Court of Appeals (2012)

Simmons v. Navajo County, No. 08-15522, 9th Cir. Court of Appeals (2010)

Stanley v. Thorne, No. 03-17114, 9th Cir. Court of Appeals (2005)

Vierra v. Nuti, et. al., No. 14-15650, 9th Cir. Court of Appeals (2014)

Kasey M. Rivera
Jellison Law Offices, PLLC
3101 North Central Avenue, Suite 1090
Phoenix, AZ 85012
Telephone: 602-277-6009
Facsimile: 602-230-9250
Kasey@jellisonlaw.com

WORK EXPERIENCE:

Paralegal and Legal Assistant, **Jellison Law Offices, PLLC** **August 2008- Present**

In 2015, I have served as the paralegal of Jellison Law Offices, PLLC, performing the paralegal and administrative work requiring specialized knowledge of legal procedures, principles, terminology and forms. I have assisted the attorney during all phases of litigation process, from initiation of the cases to discovery period, through trial and post-trial findings and appeals. In my position I am responsible for docketing all deadlines involved prior to and up through litigation. I am proficient with Federal and Arizona State Court filings including but not limited to preparation of pleadings such as Subpoenas, Answers, Motions, Stipulations, and assisting in requesting and responding to discovery requests. As part of my position, I set up, maintain, and update files chronologically, numerically, or by subject matter to facilitate the attorneys review. Since 2008, I perform all administrative duties from answering all incoming calls, to scheduling, responding to.

Bank Teller, **Bank of America, Laveen, AZ** **August - August 2008**

As a teller I processed banking transactions accurately and efficiently. Identified preferred customers of the banking center and established a relationship. I performed quality transactions whether it was a simple deposit or a business multi-transaction deposit which could involve cash of up to \$10,000. On a daily basis I interacted with customers face to face finding the necessary solutions for all banking needs. Comfortable working in a fast paced banking center and enjoyed working as a team. Protected the customer's confidential finances and kept the integrity of Bank of America in compliance with the company policies and procedures.

EDUCATION:

Bachelor of Criminal Justice and Criminology **December 2012**
Minor in Family and Human Development
Arizona State University, Tempe, Arizona

Associates Degree in Forensic Science **December 2008**
Associates Degree in Administration of Justice
Phoenix Community College, Phoenix, Arizona

INTERNSHIP:

Program Intern, *Fresh Start Re-entry Center, Phoenix, AZ* **August -December 2012**
Incorporated the mission statement at Fresh Start services to reduce recidivism rates among men, women, and adjudicate youths or youths that may be at risk by collaborating with community and state agencies that stipulated for job training, housing assistance, and education. Provide 1-1 direct services for ex-felons reintegrate into the workforce, provide community referrals and family reunification. Designed and implemented "Life is a Choice," a program that provides youths with positive life skills.

CERTIFICATIONS:

December 2008

Administration of Justice: Comprehensive and Fundamentals, Crime Scene and Accident Photography, Evidence Technology, and Fingerprint Classification and Identification.

Section Three

3.4.3. Completed Attachment A-

**Professional services contract,
including Schedule A- Pricing**



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**ROQ – 151721
Specialty Legal Services**

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

PROFESSIONAL SERVICES CONTRACT

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

("Contractor"), with its principal place of business at (address)

AND

Pinal County ("County"), with its principal place of business at 31 North Pinal Street, Florence, AZ 85132.

SECTION 1. PURPOSE AND SCOPE

1. Contractor will furnish to the Customer by this Contract Professional Service(s) listed in the Statement of Work of the ROQ.
2. All pricing quoted in Schedule A: Pricing Supplement is valid for the term of the Contract.

SECTION 2. TERM

This Contract is effective from the date on which it is executed and will remain in effect for one year with four automatic one year renewal periods unless earlier terminated by mutual Contract of the parties.

SECTION 3. PRICING AND PAYMENT TERMS

All pricing and terms associated with this professional service requested are specified on Schedule A of the Supplement.

SECTION 4. INSURANCE

Without limiting any of the Contractor's liabilities or other obligations, Contractor shall provide and maintain the insurance coverage listed in Section 7 of the Special Terms and Conditions, as well as the coverage listed below. Such coverage shall remain in full force and effect until obligations under this Contract are satisfied. At a minimum the professional liability insurance shall be kept in force at least two years after final payment to Contractor.

1. Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor or any such person employed by him with a minimum limit of not less than One Million Dollars each claim.

All insurance shall be maintained with responsible insurance carriers qualified to do business within the State of Arizona.



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

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION

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



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

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

CONTRACTOR

Jellison Law Offices, PLLC

By: _____

Title: James Jellison, managing member

Date: April 6, 2016

PINAL COUNTY

Todd House, Chairman
Board of Supervisors

Date: _____

ATTEST:

Sheri Cluff
Clerk of the Board

Approved as to Form:

Chris Keller, Deputy County Attorney



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SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ (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

\$ 225.00 for attorney services and \$ 95.00 for paralegal services

Copying @ \$0.20/page

Travel mileage @ \$ 0.45/mi.