



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.

Donna M. Aversa

Authorized Signature

Title

Donna M. Aversa

3-22-16

Printed Name

Date

Sidney Lippelken, P.C. (dba Leonard & Felken, P.C.) 520-742-0440

Company Name

Telephone

7440 N. Oracle Road, #2 Tucson AZ 85704

Address

City, State, Zip

For clarification of this offer, contact:

Name: Donna Aversa

Phone: 520-742-0440

Fax: 520-622-7337

Email: *dmaversa@slfpc.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 Hulse
Name (Print)

Chairman
Title

[Signature]
Signature

Approved as to form.

[Signature]
Pinal County Attorney's Office



PINAL COUNTY
wide open opportunity

Offer and Acceptance

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

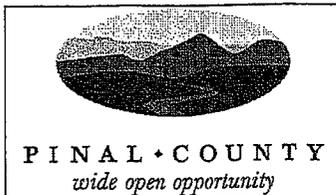
OFFER AND ACCEPTANCE FORM - Page 2

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

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Sidney Lee Felker, PC (dba Leonard & Felker, PLC)
Firm

Donna M. Aves
Authorized Signature



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:

Sidney Lex Felker, P.C. dba Leonard & Felker, P.L.C. ("Contractor"), with its principal place of business at 7440 N. Oracle Road, Bldg. 2, Tucson, Arizona 85704

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.



ROQ – 151721
Specialty Legal Services

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

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

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION

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

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.



P I N A L • C O U N T Y
wide open opportunity

ROQ – 151721
Specialty Legal Services

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

- 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.



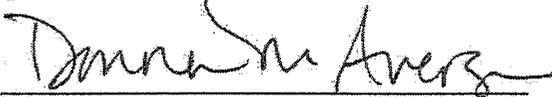
ROQ – 151721
Specialty Legal Services

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

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

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

CONTRACTOR
SIDNEY LEX FELKER, P.C.
(dba LEONARD & FELKER, P.L.C.)

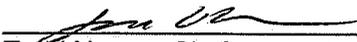


By: Donna M. Aversa

Title: Senior Partner

Date: March 24, 2016

PINAL COUNTY

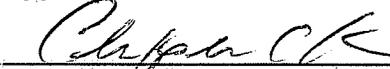

Todd House, Chairman
Board of Supervisors

Date: 6/1/16

ATTEST:


Sheri Cluff
Clerk of the Board

Approved as to Form:


Chris Keller, Deputy County Attorney





PINAL COUNTY
wide open opportunity

ROQ – 151721
Specialty Legal Services

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

SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ 175.00 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

Pinal County
Solicitation Number: 151721
Specialty Legal Services

Donna M. Aversa
Sidney Lex Felker, P.C.
dba Leonard & Felker, P.L.C.
7440 N. Oracle Road, Bldg. 2
Tucson, AZ 85704
(520) 742-0440
fax: (520) 622-7337
email: dmaversa@slfpc.com

Section 1

Offer & Acceptance, W-9,
Addendum Acknowledgment Form,
Certificate of Liability Insurance,
Responder's Checklist



PINAL COUNTY
wide open opportunity

Offer and Acceptance

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

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

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

Donna M. Aversa

Authorized Signature

Title

Donna M. Aversa

3-22-16

Printed Name

Date

Sidney Lee Felka, P.C. (dba Leonard & Felka, PLLC) 520-742-0440

Company Name

Telephone

7440 N. Oracle Road, #2 Tucson AZ 85704

Address

City, State, Zip

For clarification of this offer, contact:

Name:

Donna Aversa

Phone:

520-742-0440

Fax:

520-622-7337

Email:

dmaversa@slfpc.com

ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: Specialty Legal Services

This contract shall henceforth be referenced to as Contract No. ROQ-151721. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this _____ day of _____ 2016.

Name (Print)

Title

Signature

Approved as to form:

Pinal County Attorney's Office



PINAL COUNTY
wide open opportunity

Offer and Acceptance

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

OFFER AND ACCEPTANCE FORM – Page 2

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

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Sidney Lee Felker, PC (dba Leonard & Felker, PLC)

Firm

Donna M. Aves

Authorized Signature



PINAL COUNTY
wide open opportunity

Addendum Acknowledgement Form

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

ADDENDUM ACKNOWLEDGEMENT FORM

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

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

Please sign and date:

ADDENDUM NO. 1 Acknowledgement

Donna M. Aulsebrook
Signature

3-22-16
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.

Sidney Lex Felker, P. C. (dba Leonard & Felker, PLC)

Firm

Donna M. Aulsebrook
Authorized Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2015

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

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

PRODUCER First Indemnity Insurance 87 Oxford Street Lynn, MA 01901	CONTACT NAME: James Caeran
	PHONE (A/C, No, Ext): 781-581-2500 FAX (A/C, No, Ext): 781-595-2293
	E-MAIL ADDRESS: jcaeran@firstindemnity.net
	INSURERS AFFORDING COVERAGE NAIC #
	INSURER A: American Alternative Insurance
INSURED Leonard & Felker, P.C. 7440 N. Oracle Road Building 2 Tucson, AZ 85704	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

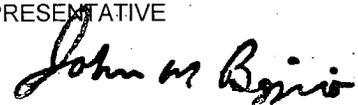
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Lawyers Professional			5LA2PL00001 88-01	01/24/16	01/24/17	Each Claim: \$ 2,000,000 General Aggregate: \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

Claims made Coverage, Covering 4 Attorneys, Retroactive Date: 01/01/1975. Deductible is \$10,000.00 Per Claim and applies to Loss and Defense. Claims Expenses Are inside the limits of liability.

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND TO THE INSURER, ITS AGENTS OR REPRESENTATIVES
	AUTHORIZED REPRESENTATIVE 



PINAL COUNTY
wide open opportunity

Responder's Checklist

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

RESPONDERS CHECKLIST

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

Pinal County
Solicitation Number: 151721
Specialty Legal Services

Donna M. Aversa
Sidney Lex Felker, P.C.
dba Leonard & Felker, P.L.C.
7440 N. Oracle Road, Bldg. 2
Tucson, AZ 85704
(520) 742-0440
fax: (520) 622-7337
email: dmaversa@slfpc.com

Section 2

Response Form 1



PINAL COUNTY
wide open opportunity

Response Form 1
ROQ-151721
Specialty Legal Services

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

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: Sidney Lex Felker, P.C., dba Leonard & Felker, PLC

Mailing Address: 7440 N. Oracle Road, Bldg. 2

City: Tucson State: AZ Zip Code: 85704

Representative Name: Donna M. Aversa Title: Senior Partner

Phone Number: (520) 742-0440 Fax Number: (520) 622-7337

Email Address: dmaversa@slfpc.com

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

25+ 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: Donna M. Aversa



PINAL • COUNTY
wide open opportunity

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

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

Liaison Phone: (520) 742-0440

Liaison Email Address: dmaversa@slfpc.com

How many years of experience does Liaison have handling public entity clients? 25+ 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		
Bond and disclosure counsel		
Collections and bankruptcy		
Commercial transactions and litigation		
Construction litigation		
Contractual liability defense		
Election and voter registration law		
Eminent domain and relocation		
Environmental law		
Federal and State taxation matters		
General governmental practice (open meetings, public records, etc.)	X	
General litigation		
Health care, including public health and managed care		
Housing		



PINAL • COUNTY
wide open opportunity

Response Form 1
ROQ-151721
Specialty Legal Services

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

Immigration law		
Infrastructure design		
Insurance contracts		
Intellectual property		
Labor law and enforcement	X	
Land use		
Legislative matters		
Medical malpractice		
Mental Health		
Planning and zoning		
Probate litigation		
Property tax appeals, tax lien sales and foreclosures, Treasurer's matters		
Public contracts and procurement		
Public official liability		
Public fiduciary		
Real estate transactions		
Road design, construction or maintenance liability		
Section 1983 civil rights defense		
Special taxing district law	X	
Tort liability		



PINAL COUNTY
wide open opportunity

Response Form 1
ROQ-151721
Specialty Legal Services

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

3 References

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

1. Company Name: Golder Ranch Fire District
Address: 3885 E. Golder Ranch Drive; Tucson, AZ 85739
Contact Person: Chief Randy Karrer
Phone: (520) 825-9001 Email Address: rkarrer@grfdaz.gov
Project Name: General Counsel

2. Company Name: Superstition Fire & Medical District
Address: 565 N. Idaho Road; Apache Junction, AZ 85219
Contact Person: Chief Paul Bourgeois
Phone: (480) 982-4440 Email Address: paul.bourgeois@sfmd.az.gov
Project Name: General Counsel

3. Company Name: Picture Rocks Fire District
Address: 12121 W. Picture Rocks Road; Tucson, AZ 85743
Contact Person: Chief Brett Lane
Phone: (520) 682-7878 Email Address: blane@picturerocksfire.org
Project Name: General Counsel

4. Company Name: Rincon Valley Fire District
Address: 14550 E. Sands Ranch Road; Vail, AZ 85641-8862
Contact Person: Chief Jayme Kahle
Phone: (520) 647-3760 Email Address: jkahle@rinconvalleyfd.org
Project Name: General Counsel

5. Company Name: City of Prescott, Arizona – City Attorney's Office
Address: 221 S. Cortez, Prescott, AZ 86303
Contact Person: Lt. Col. Jon Paladini, City Attorney
Phone: (928) 777-1274 Email Address: jon.paladini@prescott-az.gov
Project Name: Special Counsel to PSPRS Local Board



PINAL COUNTY
wide open opportunity

Response Form 1
ROQ-151721
Specialty Legal Services

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

4 **Prior Experience**

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

Prior Experience and Representative Clients:

Pinal County

2003 to present Represent Pinal County Merit Commission
2014 to present Represent Pinal County LEMC

Picture Rocks Fire District

1995 to present General Counsel

Serve as general counsel including advising the governing board regarding a variety of matters including open meeting law, public records, conflicts of interest and contested personnel matters.

Golder Ranch Fire District

1996 to present General Counsel

Serve as general counsel including advising the governing board regarding a variety of matters including open meeting law, public records, conflicts of interest and contested personnel matters.

Superstition Fire & Medical District (f.k.a. Apache Junction Fire District)

1998 to present General Counsel

Serve as general counsel including advising the governing board regarding a variety of matters including open meeting law, public records, conflicts of interest and contested personnel matters.

City of Prescott

2014-2016 Special Counsel to City of Prescott Local Public Safety Personnel Retirement System

Represent Local PSPRD Board regarding claims brought by survivors of two Granite Mountain Hotshots including high profile hearing.

5. **Resumes**

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

See attached resume

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

Donna M. Aversa
Leonard & Felker, PLC
7440 N. Oracle Road, Bldg. 2
Tucson, AZ 85704
(520) 742-0440
dmaversa@slfpc.com

Objectives:

- To continue to provide quality legal services to Pinal County Employees Merit Commission and Pinal County Law Enforcement Merit Council
- To continue to work with volunteer Commissioners and Council Members who are dedicated to community service
- To continue to work with Pinal County's professional Human Resources staff

Biography:

Donna Aversa is a partner in the Tucson based law firm Leonard & Felker, P.L.C., where she has practiced law since 1987. Donna helps her clients solve problems, avoid conflicts and resolve disputes by advising them regarding legal alternatives. When necessary, she represents her clients at administrative hearings, Superior Court and the Arizona Court of Appeals.

To complement her law practice, Donna spent over ten years as an adjunct faculty member for the Tucson campus of the University of Phoenix teaching graduate and undergraduate classes in business law, employment law and ethics. She is a regular presenter at the annual Pinal County Special District Meeting, annual Arizona Fire District Association's Winter Conference and Summer Conference. She has presented at the International Association of Women in Fire & Emergency Services and the International Association of Fire Chiefs' Fire Rescue International conferences.

Donna is an occasional contributor to *Fire Chief* magazine and *Fire Rescuel* magazine. You may see an old picture and get specifics on her professional credentials at Avvo.com.

In addition to sending her to a bazillion meetings, administrative hearings, Superior Court and occasionally to the Arizona Court of Appeals her fire service clients have sent her into a live burn simulator (with turnout gear), put her on a 100 foot platform (with a harness) and sent her to firework shooter school (with ear and eye protection). She still has all her fingers and decent hearing.

Work Experience:

1987 to present: Attorney, Leonard & Felker, PLC
1990 - 2003 Adjunct Faculty, University of Phoenix, Tucson Campus

Education: University of Arizona College of Law, JD Degree, 1987

Professional Associations:

1987 to present State Bar of Arizona
(2005 to present: Member, Employment Law Section of Bar)
1987 to present Pima County Bar Association
1995 to present Arizona Fire District Association
2008 to present International Association of Women in Fire and Emergency Services

Publications:

- “Putting In Place Document Retention,” *Employment Law: 2015 Comprehensive Guide*, 2015
- “A Look Back at Liability: The Interplay of Criminal Prosecution and Civil Litigation,” *Fire Rescue 1 Magazine*, 2014
- “Insurance Coverage: 3 Questions to Remember When Your Insurance Carrier Undertake Defense Under a Reservation of Rights,” *Fire Chief Magazine*, 2014
- “Employment Law from A to Z in Arizona, Lorman Educational Services, 2004

Speaking Engagements:

2016 *Open Meeting Law*, Pinal County Special District Meeting
2015 *Open Meeting Law*, Arizona Fire District Association, Winter Conference
2015 *Ethics & Fiduciary Responsibilities*, Arizona Fire District Association, Winter Conference
2015 *Governance*, Arizona Fire District Association, Winter Conference
2015 *Governance*, Arizona Fire District Association, Summer Conference
2015 *Ethics & Fiduciary Responsibilities*, Arizona Fire District Association, Summer Conference

- 2015 *Open Meeting Law*, Arizona Fire District Association, Summer Conference
- 2015 *Open Meeting Law*, Pinal County Special District Meeting
- 2015 *Document Retention*, Employment Law 2015
- 2014 *Open Meeting Law*, Arizona Fire District Association, Winter Conference
- 2014 *Legal Roundtable*, Arizona Fire District Association, summer Conference
- 2014 *Open Meeting Law*, Pinal County Special District Meeting
- 2013 *Board Member's Roles and Responsibilities*, Arizona Fire District Association, Winter Conference
- 2013 *Legal Roundtable*, Arizona Fire District Association, Summer Conference
- 2013 *Open Meeting Law*, Pinal County Special District Meeting
- 2013 *Yes! One Lawyer's Notes on Leadership and Culture by Using the Rules of Improvisational Comedy in the Fire Service*, Fire Rescue International
- 2012 *Fire District Issues*, Pinal County Special District Meeting
- 2011 *Unfriend Me! Just Say No to Shanks & Pranks*, Fire Rescue International
- 2009 *Your Employee Did What?* International Association of Women in Fire & Emergency Services
- 2009 *Human Resources Box of Chocolates, Q&A*, International Association of Women in Fire & Emergency Services
- 2008 *Employment Law from A to Z in Arizona*, Lorman Education Services
- 2008 *From the Firehouse to the Poorhouse to the Jailhouse*, Fire Rescue International
- 2003 *Employment Law from A to Z in Arizona, 2004*, Lorman Education Services

Pinal County
Solicitation Number: 151721
Specialty Legal Services

Donna M. Aversa
Sidney Lex Felker, P.C.
dba Leonard & Felker, P.L.C.
7440 N. Oracle Road, Bldg. 2
Tucson, AZ 85704
(520) 742-0440
fax: (520) 622-7337
email: dmaversa@slfpc.com

Section 3

Attachment A Professional Services Contract with Schedule A - Pricing



PINAL COUNTY
wide open opportunity

ROQ – 151721
Specialty Legal Services

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

PROFESSIONAL SERVICES CONTRACT

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

Sidney Lex Felker, P.C. dba Leonard & Felker, P.L.C. ("Contractor"), with its principal place of business at 7440 N. Oracle Road, Bldg. 2, Tucson, Arizona 85704

AND

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

SECTION 1. PURPOSE AND SCOPE

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

SECTION 2. TERM

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

SECTION 3. PRICING AND PAYMENT TERMS

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

SECTION 4. INSURANCE

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

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

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



PINAL COUNTY
wide open opportunity

ROQ – 151721 Specialty Legal Services

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

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

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION



PINAL COUNTY
wide open opportunity

ROQ – 151721 Specialty Legal Services

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

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.



PINAL COUNTY
wide open opportunity

ROQ – 151721
Specialty Legal Services

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

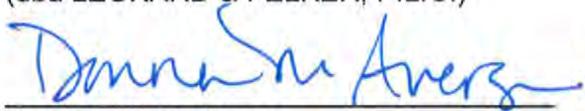
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.
- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local 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.

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

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
SIDNEY LEX FELKER, P.C.
(dba LEONARD & FELKER, P.L.C.)



By: Donna M. Aversa

Title: Senior Partner

Date: March 24, 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



PINAL • COUNTY
wide open opportunity

ROQ – 151721
Specialty Legal Services

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

SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ 175.00 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