



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.

	Member
Authorized Signature	Title
Stephen B. Coleman	March 29, 2016
Printed Name	Date
Pierce Coleman PLLC	602-772-5506
Company Name	Telephone
2020 N. Central Avenue, Ste. 670	Phoenix, Arizona 85004
Address	City, State, Zip

For clarification of this offer, contact:

Name: Stephen B. Coleman Phone: 602-772-5506 Fax: 602-772-5509

Email: Steve@PierceColeman.com

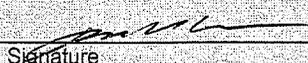
ACCEPTANCE OF OFFER
(For Pinal County Use Only)

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.

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

Pierce Coleman 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:

Pierce Coleman PLLC ("Contractor"), with its principal place of business at 2020 N. Central Avenue, Suite 670, Phoenix, AZ 85004 (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

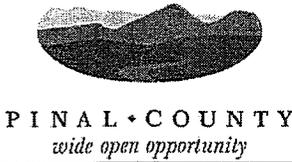
All pricing and terms associated with this professional service requested are specified on Schedule A of the Supplement.

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.

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

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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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 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>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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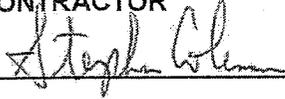
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.
- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local ordinances and regulations.
- h) **Headings.** The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.
- i) **Incorporation of Documents.** All documents referred to in this Contract are hereby incorporated by reference into the Contract.
- j) **Independent Contractor.** Contractor acknowledges that it is an independent Contractor; that it alone retains control of the manner of conducting its activities in furtherance of the Contract; that it as well as any persons or agents as it may employ are not employees of the Customer; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.
- k) **Retention of Records.** The Contractor and any Subcontractor shall keep and maintain all records related to the Contract as set forth in Section 3.2 of the Uniform Terms and Conditions.
- l) **Severability.** If any part of the Contract shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Contract.
- m) **Survival.** Not as a waiver of any remedies either party may be entitled to under this Contract, the "Indemnification", "Retention of Records", and "Dispute Resolution" provisions will survive the termination of the Contract.
- n) **Time of Essence.** Under the authority of the Contract, both parties understand that time is of the essence.
- o) **Waiver.** Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.
- p) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona as further described in Section 5-1 and 5-2 of the Uniform General Terms and Conditions.

 <p>PINAL COUNTY wide open opportunity</p>	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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MODIFICATIONS to this Contract shall be in writing and signed by both parties.

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

CONTRACTOR



By: Stephen B. Coleman

Title: Member

Date: March 29, 2016

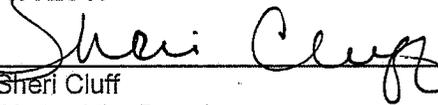
PINAL COUNTY



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



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

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

PARTNER NAME	YEARS IN PRACTICE IN DESIRED AREA OF EXPERTISE	RATE/HOUR
Justin Pierce Stephen Coleman	13 14	\$250 \$250
OF COUNSEL NAME	YEARS IN PRACTICE IN DESIRED AREA OF EXPERTISE	RATE/HOUR
Kylie C. TenBrook	10	\$225
ASSOCIATE NAME	YEARS IN PRACTICE IN DESIRED AREA OF EXPERTISE	RATE/HOUR
N/A	N/A	N/A
PARALEGALS	N/A	RATE/HOUR
Karen Chenoweth		\$75
ATTORNEYS ACQUIRED DURING THE CONTRACT TERM	YEARS IN PRACTICE IN DESIRED AREA OF EXPERTISE	RATE/HOUR
Senior Partner	20-plus	\$275
Partner	8 to 20	\$250
Of Counsel		\$225
Associate	N/A	\$200

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ORIGINAL

SOLICITATION # ROQ-151721

Due Date: March 29, 2016 2:00 p.m. Arizona time

SUBMITTED BY:



2020 North Central Avenue, Suite 670

Phoenix, Arizona 85004

Tel. 602-772-5506

Solicitation Contact Person:
Stephen B. Coleman, Member
602-772-5508



PINAL COUNTY
wide open opportunity

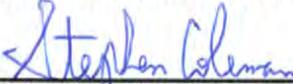
Offer and Acceptance

Pinal County
Finance Department
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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.

	Member
Authorized Signature	Title
Stephen B. Coleman	March 29, 2016
Printed Name	Date
Pierce Coleman PLLC	602-772-5506
Company Name	Telephone
2020 N. Central Avenue, Ste. 670	Phoenix, Arizona 85004
Address	City, State, Zip

For clarification of this offer, contact:

Name: Stephen B. Coleman Phone: 602-772-5506 Fax: 602-772-5509

Email: Steve@PierceColeman.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
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Approved as to form:

Pinal County Attorney's Office



PINAL COUNTY
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Offer and Acceptance

Pinal County
Finance Department
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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.

Pierce Coleman PLLC

Firm

Authorized Signature



PINAL COUNTY
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Addendum Acknowledgement Form

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

ADDENDUM ACKNOWLEDGEMENT FORM

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

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

Please sign and date:

ADDENDUM NO. 1 Acknowledgement Stephen Coleman March 29, 2016
Signature Date

ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

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

Firm

Authorized Signature



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



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: *Pierce Coleman PLLC*

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: Pierce Coleman PLLC

Mailing Address: 2020 N. Central Avenue, Suite 670

City: Phoenix State: AZ Zip Code: 85004

Representative Name: Stephen B. Coleman Title: Member

Phone Number: 602-772-5506 Fax Number: 602-772-5509

Email Address: Steve@PierceColeman.com

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

Combined 35 years

1.3 How many years of experience does the local Respondent have: 35 years

1.4 How many years of experience does the key employee have: 35 years

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

If yes, identify who: Stephen B. Coleman



**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

Liaison Phone: 602-772-5508

Liaison Email Address: Steve@PierceColeman.com

How many years of experience does Liaison have handling public entity clients? 13 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	✓	
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.)	✓	
General litigation		
Health care, including public health and managed care		
Housing		
Immigration law		
Infrastructure design		

	Response Form 1 ROQ-151721 Specialty Legal Services	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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Insurance contracts		
Intellectual property		
Labor law and enforcement	✓	
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		
Tort liability		

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.

- Company Name: City of Tolleson

Address: 9555 West Van Buren Street, Tolleson, Arizona 85353

Contact Person: Reyes Medrano, Jr., City Manager

Phone: 623-936-7111 Email Address: rmedrano@Tollesonaz.org

Project Name: The firm handles all general employment and labor law issues for the City

	Response Form 1 ROQ-151721 Specialty Legal Services	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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2. Company Name: City of San Luis
Address: 1090 E. Union Street, San Luis, Arizona 85349
Contact Person: Tadeo De La Hoya, Interim City Manager
Phone: (928) 341-8528 Email Address: tdelahoya@cityofsanluis.org
Project Name: The firm handles all general employment and labor law issues for the City

3. Company Name: Town of Camp Verde
Address: 473 South Main Street, Suite 102, Camp Verde, Arizona 86322
Contact Person: William J. Sims, III, Sims Murray, Ltd., Town Attorney
Phone: 602-772-5501 Email Address: wjsims@simsmurray.com
Project Name: The firm handles all general employment and labor law issues for the Town

4. Company Name: Maricopa County
Address: 301 W. Jefferson Street, Suite 240, Phoenix, Arizona 85003
Contact Person: Mary Ellen Sheppard, Assistant County Manager & Human Resources Director
Phone: 602-506-8293 Email Address: sheppardm@mail.maricopa.gov
Project Name: Maricopa County Merit System Commission Legal Advisers

5. Company Name: Bullhead City Attorneys' Office
Address: 2355 Trane Road, Bullhead City, Arizona 86442
Contact Person: Garn Emery, City Attorney
Phone: 928-763-0155 Email Address: GEmery@bullheadcity.com
Project Name: The firm handles all general employment and labor law issues for the City

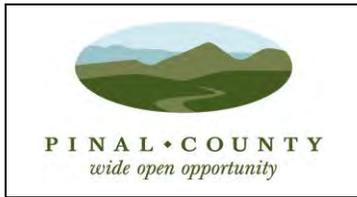
4 Prior Experience

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)

Pierce Coleman PLLC is a management-side labor and employment law firm. The firm is structured as a professional limited liability company, and is led by two members: Justin Pierce and Steve Coleman. Kylie TenBrook is Of Counsel to the firm. The firm is also supported by an Office Administrator/Paralegal with over a decade of experience in the legal profession.

Combined, the attorneys have over 35 years of experience in the private practice of law, primarily in the area of Labor and Employment. Justin and Steve have been listed in Southwest Super Lawyers.

Prior to establishing Pierce Coleman PLLC, Justin and Steve were Shareholders at one of the largest and most respected employment defense firms in the country, Jackson Lewis, P.C. Justin and Steve left to establish Pierce Coleman PLLC with the goal of delivering large firm lawyer expertise without the overhead associated with such a firm, thus exceeding clients' expectations with effective representation at a more affordable price.



Response Form 1
ROQ-151721
Specialty Legal Services

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Justin, Steve, and Kylie have spent much of their careers representing public entities, and therefore are uniquely versed in the complexities and nuances of public employment law. They have multiple years of experience handling employment law matters, including lawsuits involving alleged violations of the First Amendment, the Due Process Clause, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the Family and Medical Leave Act. The attorneys at Pierce Coleman have conducted internal investigations for numerous governmental clients, and have provided advice and counseling on compliance with employment statutes and regulations.

Since the firm's inception, Pierce Coleman has been the exclusive provider of employment law work for all new matters for the Arizona Municipal Risk Retention Pool (AMRRP), which is an insurance pool comprised of over 70 municipalities in Arizona.

PROCESSES FOR COST CONTAINMENT AND ACTIVE CASE MANAGEMENT

The attorneys at Pierce Coleman have represented governmental entities in approximately one hundred lawsuits, and therefore have had exposure to virtually every area of public employment law. With this background and knowledge, they are well-equipped to handle public employment law matters in an efficient and cost-effective manner that can provide greater savings than the large-firm model of staffing cases with partners and associates.

The firm is able to offer large-firm quality at lower rates because it does not have the same overhead expenditures as large, multi-office firms. At the same time, Pierce Coleman will not sacrifice quality with respect to the tools necessary to run an effective firm. In particular, Pierce Coleman maintains the same type of document management system, legal research tools, billing software, and case management practices that are utilized by the leading employment law firms in the nation.

Not only are Pierce Coleman's attorneys able to provide high quality service at reduced rates, but they endeavor to further reduce litigation costs by seeking to streamline or eliminate litigation at the earliest possible stage through the strategic use of dispositive motions. They litigate every case with the goal of avoiding trial, and instead achieving an early resolution on the terms most favorable to the client.

The following are examples of successes that they have achieved on behalf of public entities:

- Obtained complete dismissal of claims against a governmental entity and multiple individual defendants in lawsuit alleging disability discrimination, racial harassment, intentional infliction of emotional distress, disparate treatment, retaliation, and age discrimination.*
- Obtained dismissal of claims of national origin discrimination.*
- Successfully moved for dismissal of causes of action for race discrimination under Section 1981 and Title VII.*
- Obtained walk-away settlement, with no monetary payment, in lawsuit involving allegations of sexual harassment.*
- Obtained complete dismissal of a certified class action brought on behalf of hundreds of a governmental entity's employees claiming a racially hostile work environment.*
- Obtained summary judgment against former student who brought a variety of civil rights and constitutional claims associated with his dismissal from the nursing program at Mesa Community College.*
- Obtained summary judgment for municipal client in lawsuit involving allegations of First Amendment retaliation.*
- Prevailed on several motions to dismiss claims against municipalities for alleged violations of the Due Process clause.*

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- **Obtained dismissal of lawsuit involving numerous constitutional and state law claims against non-profit organization that partners with the Arizona Department of Public Safety to provide investigative support services.**
- **Obtained dismissal of lawsuit against municipality alleging violations of Americans with Disabilities Act.**
- **Obtained dismissal of wrongful termination lawsuit against municipality based on non-compliance with notice of claim statute.**

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)

Justin Pierce Biography

Justin Pierce represents private and public employers in wrongful termination, harassment, and discrimination claims before various government agencies charged with investigating and prosecuting employment claims, such as the Equal Employment Opportunity Commission, U.S. Department of Labor, and the Civil Rights Division of the Arizona Attorney General’s Office, as well as in courts of various jurisdiction. He has litigated cases in the Arizona Superior Court, the Arizona Court of Appeals, and Arizona Supreme Court, as well as the U.S. District Court for the District of Arizona. He has also briefed and personally argued multiple cases at the Ninth Circuit Court of Appeals.

Justin has significant trial experience, having served as the lead trial attorney in dozens of cases before county, community college, and municipal personnel appeal boards, as well as private arbitrations, trials to the court, and as the lead trial attorney in a labor arbitration on behalf of a Fortune 500 company.

Justin has also represented multiple local boards of the Public Safety Personnel Retirement System and has counseled those boards regarding to their legal duties in granting or denying disability pensions to members of the system. Justin also represents the Maricopa County Employee and Law Enforcement Merit System Commission as the Commission’s attorney.

Justin is a frequent speaker before business and employer associations, including the International Public Management Association (IPMA) – HR, and the Society for Human Resource Management (SHRM). He recently served on the faculty of the Defense Research Institute for its 2015 national conference for Governmental Tort and Civil Rights Liability.

While maintaining his law practice, Justin also served in the Arizona House of Representatives from May 2011 through January 2015, where he was the Chairman of the Public Safety, Military, and Regulatory Affairs Committee. He also served as the Vice-Chairman of the House Judiciary Committee, Government Committee, and Technology and Infrastructure Committee. He also served as a member of the Education Committee, and an ad hoc House Committee on International Trade and Commerce.

Steve Coleman Biography

Steve Coleman has represented management-side clients in employment matters for approximately 13 years. His practice focuses on all facets of employment law, with a primary emphasis on defending public employers in lawsuits involving alleged violations of Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the First Amendment, the Due Process Clause, the Equal Protection Clause, the Fair Labor Standards Act, and state law discrimination and retaliation statutes.

His practice also encompasses representation of clients in proceedings before the Equal Employment Opportunity Commission, the Arizona Civil Rights Division, the Department of Labor Wage and Hour Division, and other administrative agencies.



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Steve has served as lead counsel for governmental entities in dozens of employment law matters and has been involved in multiple jury trials, personnel appeal hearings, and other evidentiary proceedings. He has filed numerous successful motions to dismiss lawsuits at very early stages. In addition, he has obtained summary judgment on behalf of employers in a multitude of cases.

Steve has been selected as a Rising Star in labor and employment law by Super Lawyers, an organization that recognizes outstanding attorneys based on independent research and an evaluation of 12 indicators of peer recognition and professional achievement.

Kylie Crawford TenBrook Biography

Kylie serves as Of Counsel for Pierce Coleman PLLC. Kylie focuses her practice on handling a variety of matters in defense of employers and municipalities including in the areas of wage and hour, medical leave, harassment, discrimination, wrongful termination, and retaliation. Kylie has represented employers before various government agencies charged with investigating and prosecuting employment claims, such as the EEOC, U.S. Department of Labor, the Arizona Industrial Commission, the Arizona Department of Economic Security, and the Civil Rights Division of the Arizona Attorney General's Office, as well as in courts of various jurisdiction.

Kylie has particular experience in the hospitality industry. Prior to joining the firm, Kylie served as in-house counsel for an international hotel chain. In that role, Kylie advised the corporation and associated hotels on a variety of employment-related issues, throughout the United States and internationally, including wage and hour, overtime, discrimination, medical and veteran leave, performance management, and separation issues. Kylie also oversaw all aspects of litigation for the corporation, including in employment, personal injury, breach of contract, bankruptcy, consumer deception, and trademark matters. Kylie's in-house experience has given her a unique understanding of the business considerations implicated in employment decisions and how those considerations must be weighed in making those decisions.

Before working in-house, Kylie exclusively practiced management-side labor and employment law in private practice with a national law firm.

Kylie has conducted many presentations for both Arizona and national audiences on a wide-ranging number of employment-related topics. Most recently, Kylie served as a presenter at the Hospitality Lawyer Conference and at the 2013-2015 Best Western International Annual Conventions. Kylie has contributed numerous articles to the Arizona Employment Law Letter over the last ten years.

Kylie graduated magna cum laude from Eastern Michigan University. She received her J.D., summa cum laude, from the University of Toledo, College of Law. After law school, Kylie clerked for the Honorable Joseph J. Farnan in the United States District Court for the District of Delaware.

In her spare time, Kylie works with the Florence Immigration and Refugee Rights Project, providing pro bono services to individuals seeking asylum in the United States on the basis of torture or political persecution. As a result of her work, Kylie was named 2014 Pro Bono Attorney of the Year by the Arizona Foundation for Legal Services and Education.

PLEASE SEE ATTACHMENT A FOR FORMAL RESUMES OF PIERCE COLEMAN PLLC'S ATTORNEYS.

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

ATTACHMENT A – ATTORNEYS’ RESUMES

JUSTIN SCOTT PIERCE

2621 E. Odessa Cir.
Mesa, AZ 85213
(480) 776-9343 – justin@piercecoleman.com

PROFESSIONAL EXPERIENCE

PIERCE COLEMAN PLLC

Founding Member

Phoenix, AZ

March 2015-Present

- Serve as lead counsel for public and private employers in employment litigation before the federal and state courts and before administrative personnel appeal boards.
- Provide advice, counseling, and training to employers on employment-related matters, review and prepare employment agreements, personnel handbooks, and separation/settlement agreements.
- Serve as legal adviser to various local boards of the Public Safety Personnel Retirement System, the City of Mesa Employee Merit Commission, and the Maricopa County Law Enforcement and Employee Merit System Commission
- Rated as Rising Star in Southwest Super Lawyers from 2013-present.

JACKSON LEWIS P.C.

Of Counsel, Shareholder

Phoenix, AZ

January 2010-March 2015

- Represented employers in numerous lawsuits and administrative proceedings involving allegations of discrimination, harassment, and retaliation based on employment laws such as Title VII, the ADA, the ADEA, and the Arizona Employment Protection Act.

FORD & HARRISON LLP

Associate

Phoenix, AZ

January 2007-January 2010

- Represented employers in all facets of labor and employment law, including counseling on compliance with employment laws and regulations, and defending employers in litigation involving allegations of discrimination, harassment and retaliation.

LEWIS & ROCA LLP

Associate

Phoenix, AZ

Summer 2002, August 2004-December 2006

- Participated in all aspects of labor and employment litigation, and responded to administrative charges of discrimination.

ARIZONA SUPREME COURT

Judicial Law Clerk to Chief Justice Charles E. Jones (retired)

Phoenix, AZ

August 2003-August 2004

- Performed legal research for members of the Supreme Court, provided recommendations on petitions for review, drafted bench memoranda of law with regard to cases for which review had been granted, assisted in drafting judicial opinions, and performed death penalty review.

EDUCATION

GEORGETOWN UNIVERSITY LAW CENTER

Juris Doctor, Cum Laude

Washington, DC

May 2003

- Georgetown Domestic Violence Clinic
- Georgetown Journal of Law and Public Policy – Executive Editor

ARIZONA STATE UNIVERSITY

B.S., Accountancy

Tempe, AZ

May 2000

- Vice-President of Community Affairs, Accounting Student Association

COMMUNITY INVOLVEMENT

ARIZONA HOUSE OF REPRESENTATIVES

Mesa, AZ

May 2011-January 2015

- Chairman; Public Safety, Military, and Regulatory Affairs Committee
- Vice-Chairman; Judiciary Committee
- Vice-Chairman; Government Committee
- Vice-Chairman; Technology and Infrastructure Committee
- Member; Education Committee
- Member; Ad Hoc Committee on International Trade and Commerce

YOUTH SPORTS

Mesa, AZ
2006-Present

- Youth Soccer, Basketball, and Flag Football Coach

AMERICAN BAR ASSOCIATION, JUDICIAL INTERNSHIP OPPORTUNITY

Phoenix, AZ
Summer 2008 & 2009

- Mentor in the American Bar Association Judicial Intern Opportunity Program, which is a program that helps provide judicial internship opportunities for minority or financially disadvantaged law students.

BOY SCOUTS OF AMERICA

Yuma & Mesa, AZ
1992-Present

- First as an Eagle Scout, then as a youth leader, adviser, and merit badge counselor.

LANGUAGES

English and Portuguese (fluent); Spanish (basic reading comprehension)

STEPHEN BARRY COLEMAN

22424 N. 37th Run
Phoenix, AZ 85050
(602) 628-2401 – steve@piercecoleman.com

PROFESSIONAL EXPERIENCE

PIERCE COLEMAN PLLC

Founding Member

Phoenix, AZ

March 2015-Present

- Serve as lead counsel for public and private employers in all types of employment litigation, including lawsuits involving allegations of constitutional violations, wrongful termination, discrimination, harassment, and retaliation.
- Provide advice, counseling, and training to employers on myriad employment-related matters, including compliance with the ADA, Title VII, ADEA, OWBPA, NLRA, FMLA, and FLSA.
- Prepare noncompete/nondisclosure agreements, personnel handbooks, and separation agreements.

JACKSON LEWIS PC

Associate, Shareholder

Phoenix, AZ

January 2010-March 2015

- Represented employers in numerous lawsuits and administrative proceedings involving allegations of discrimination, wage and hour violations, and employment-related torts, including class action and systemic litigation.

FORD & HARRISON LLP

Associate

Phoenix, AZ

September 2007-January 2010

- Represented employers with respect to all facets of labor and employment law, including drafting personnel policies, providing advice on compliance with employment laws and regulations, and defending companies in lawsuits involving allegations of discrimination, harassment, retaliation, and wage and hour violations.

PERKINS COIE BROWN & BAIN P.A.

Associate

Phoenix, AZ

Summer 2000, Summer 2001, September 2002-2007

- Participated in all aspects of numerous labor and employment matters, including responding to administrative charges of discrimination; representing employers in litigation involving alleged violations of Title VII, ADA, ADEA, the Arizona Employment Protection Act, and other employment statutes (including trial and arbitration experience);
- Responded to charges of unfair labor practices; participated in proceedings to obtain injunctive relief to enforce restrictive covenants; and counseled clients on compliance with employment statutes.

EDUCATION

GEORGETOWN UNIVERSITY LAW CENTER

Juris Doctor

Washington, DC

May 2002

- Graduated *Cum Laude*
- Georgetown Federal Legislation Clinic – Fall 2001

UNIVERSITY OF PENNSYLVANIA

Philadelphia, PA

- Dual Degree

- Graduated *Cum Laude*

THE WHARTON SCHOOL

May 1999

Bachelor of Science in Economics

- Concentration in Finance

SCHOOL OF ARTS AND SCIENCES

May 1999

Bachelor of Arts in Political Science

MEMBERSHIPS/COMMITTEES

- Arizona State Bar Association -- Employment and Labor Law Section, CLE Committee
- Co-chair of Labor and Employment program at 2008 and 2009 Arizona State Bar Convention

KYLIE CRAWFORD TENBROOK

12240 North 60th Street ~ Scottsdale, AZ 85254
telephone: (602) 300.6899 ~ [e-mail: kylie.tenbrook@gmail.com](mailto:kylie.tenbrook@gmail.com)

EDUCATION

University of Toledo, College of Law

Toledo, OH

Juris Doctor, May 2005, *summa cum laude*

Honors and Activities: Executive Editor, University of Toledo Law Review
Barrister, Class-wide Charles W. Fornoff Moot Court Competition
Dean's Scholarship, full tuition, 3 years
Graduated 3/128

Eastern Michigan University

Ypsilanti, MI

Bachelor of Arts, May 2002, Major: Communication, Minor: French

Activities: Student Body President, 2000-2001
Student Government, 1998-2001

JUDICIAL CLERKSHIPS

Hon. Joseph J. Farnan Jr.

Wilmington, DE

U.S. District Court, District of Delaware

Sept. 2005 – Aug. 2006

Prepared drafts of published and unpublished opinions. Assisted with daily courtroom operations and performed administrative tasks as needed.

Hon. Sue L. Robinson

Wilmington, DE

U.S. District Court, District of Delaware

Aug. 2006 – Sept. 2006

Assisted with draft opinion in complex trademark case following the early departure of a clerk.

PROFESSIONAL EXPERIENCE

Pierce Coleman PLLC

Phoenix, AZ

Of Counsel

Feb. 2016 – present

Litigate employment claims, including discrimination, retaliation, harassment, whistleblower, wrongful discharge, breach of contract, trade secret, non-competition, non-solicitation, wage and hour, employment-related torts, and other claims under state and federal laws. Research and draft motions for summary adjudication on various claims, including claims brought pursuant to Title VII, the Arizona Employment Protection Act, Americans with Disabilities Act, due process, and employment-related tort claims.

Represent employers before various government agencies charged with investigating and prosecuting employment claims, such as the EEOC, U.S. Department of Labor, the Arizona Industrial Commission, the Arizona Department of Economic Security, and the Civil Rights Division of the Arizona Attorney General's Office

Represent Arizona municipalities with respect to constitutional employment law issues, including free speech and association, due process, and search and seizure.

Advise employers on employment-related matters, including hiring, disciplining, and terminating employees; employee leave and return-to-work issues; avoiding discrimination claims; and reviewing and drafting company policies.

Best Western International, Inc.
Corporate Counsel

Phoenix, AZ
Aug. 2011 – Jan. 2016

Oversaw and managed all litigation, including litigation related to employment, trademark infringement, breach of contract, personal injury, bankruptcy, and other commercial litigation.

Provided guidance and legal advice to the Human Resources Department regarding employment issues in North America, including with respect to discipline, termination, pay, and leave. Corresponded with various administrative agencies, including the Equal Employment Opportunity Commission, the Department of Labor, and state industrial commissions regarding employee issues at corporate headquarters and at member hotels. Handled and oversaw employment-related litigation.

Conducted training for supervisors and managers on various employment law topics, including the Fair Labor Standards Act, Americans with Disabilities Act, Family and Medical Leave Act, medical marijuana laws, and harassment in the workplace. Conducted training for member hotels on various aspects of employment law. Customized and implemented online harassment training for all corporate employees.

Reviewed, revised, and negotiated complex domestic and international contracts for various purposes, including marketing, social media, information systems, and finance. Provided legal and business advice and guidance as requested by the Board of Directors, senior leadership, and business units. Provided assistance on governance issues to the Board of Directors. Assisted with and advise on public relations issues and communications to member hotels.

Richard Cohen/Stephanie Cerasano Labor & Employment Law Group at:

Jackson Lewis LLP (Jan. 2010 – August 2011), Ford & Harrison LLP (Jan. 2007 – Dec. 2009), Lewis & Roca (October 2006 – December 2006)
Associate

Phoenix, AZ

Litigated employment claims – including discrimination, retaliation, harassment, whistleblower, wrongful discharge, breach of contract, trade secret, non-competition, non-solicitation, wage and hour, employment-related torts, and other claims under state and federal law – in state and federal courts and before administrative agencies, including the Equal Employment Opportunity Commission and the Department of Labor.

Represented several Arizona municipalities with respect to constitutional employment law issues, including free speech and association, due process, and search and seizure.

Served as second chair at trade secret and non-competition trials, and drafted proposed findings of fact and conclusions of law for the bench trials.

Drafted several motions for summary judgment on various claims, including the Arizona Employment Protection Act, Arizona Uniform Trade Secrets Act, Americans with Disabilities Act, due process, and employment-related tort claims.

Advised employers on a wide spectrum of employment-related matters, including drafting and enforcing of employment agreements, severance agreements, and restrictive covenants, including non-competition, non-solicitation, and confidentiality agreements; hiring, disciplining, and terminating employees; employee leave and return-to-work issues; avoiding discrimination claims; and reviewing and drafting company policies. Provided anti-harassment and anti-discrimination training for employers and employees.

Conducted workplace investigations into several matters, including allegations of harassment, discrimination, theft, and destruction of public documents.

PUBLICATIONS AND PRESENTATIONS

Recent Presentations:

Hospitality Labor & Employment Law, Best Western International, Inc. Annual Convention, Sept. 2015
Celebrity Goofs We Can All Learn From, Advanced Employment Issues Symposium, Nov. 2014
Top U.S. Labor & Employment Topics for Hoteliers, Best Western International, Inc. Annual Convention, Oct. 2014
Pop Culture and Employment Law, Hospitality Law Conference, Feb. 2014
Navigating Wage and Hour Law, Best Western International, Inc. Annual Convention, Oct. 2013
From Hiring to Firing, Best Western International, Inc. Annual Convention, Oct. 2012
Family and Medical Leave Act Masterclass, M. Lee Smith Publishers, Mar. 2009, Mar. 2010, Mar. 2012

Sample Publications:

Spieth's Performance is not Par for the Course, Arizona Employment Law Letter, June 2015
Moonlighting: From Political Candidates to Your Employees, Arizona Employment Law Letter, Apr. 2015
NBC Anchor: Liar, Liar, Arizona Employment Law Letter, Mar. 2015
A Sterling Reputation Tarnished, Arizona Employment Law Letter, June 2014
Worst. Accidental. Tweet. Ever., Arizona Employment Law Letter, May 2014
How to Lose Your Job in 140 Characters or Less, Arizona Employment Law Letter, Feb. 2014
American Idol's Cold-Hearted Background Check Practices, Arizona Employment Law Letter, Nov. 2013
LeBron: Don't Be Cavalier About Internships, Arizona Employment Law Letter, Aug. 2013
Lessons from Late Night and Early Morning Television, Arizona Employment Law Letter, June 2013
She Works Hard for the Money, Arizona Employment Law Letter, May 2013
Collateral Sanctions in Higher Education: A Constitutional Challenge to the Drug-Free Student Loan Provision of the Higher Education Act of 1998, 36 U. Tol. L. Rev. 755 (2005)

PROFESSIONAL LICENSES AND MEMBERSHIPS

Licensed to practice law in: Arizona, 2006; District of Arizona, 2007; Ninth Circuit Court of Appeals, 2009

Member: Arizona State Bar, Employment & Labor Law Section

ACTIVITIES AND AWARDS

Villa Montessori Parent Teacher Organization Secretary	2015 – present
Top Pro Bono Attorney, Arizona Foundation for Legal Services & Education	2014
Florence Immigration and Refugee Rights Project volunteer	2010 – present
Judicial Internship Opportunity Program Committee member and mentor	2007 – 2009
Arizona Employment Law Newsletter monthly contributor	2006 – 2016



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:

Pierce Coleman PLLC ("Contractor"), with its principal place of business at 2020 N. Central Avenue, Suite 670, Phoenix, AZ 85004 (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.

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



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

SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT

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

SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS

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

SECTION 11. DISPUTE RESOLUTION

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

SECTION 12. MISCELLANEOUS

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



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P.O. Box 1348
Florence, AZ 85132

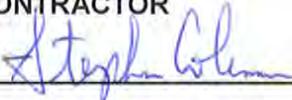
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.
- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local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

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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MODIFICATIONS to this Contract shall be in writing and signed by both parties.

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

CONTRACTOR



By: Stephen B. Coleman

Title: Member

Date: March 29, 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

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

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

<i>PARTNER NAME</i>	<i>YEARS IN PRACTICE IN DESIRED AREA OF EXPERTISE</i>	<i>RATE/HOUR</i>
Justin Pierce	13	\$250
Stephen Coleman	14	\$250
<i>OF COUNSEL NAME</i>	<i>YEARS IN PRACTICE IN DESIRED AREA OF EXPERTISE</i>	<i>RATE/HOUR</i>
Kylie C. TenBrook	10	\$225
<i>ASSOCIATE NAME</i>	<i>YEARS IN PRACTICE IN DESIRED AREA OF EXPERTISE</i>	<i>RATE/HOUR</i>
N/A	N/A	N/A
<i>PARALEGALS</i>	<i>N/A</i>	<i>RATE/HOUR</i>
Karen Chenoweth		\$75
<i>ATTORNEYS ACQUIRED DURING THE CONTRACT TERM</i>	<i>YEARS IN PRACTICE IN DESIRED AREA OF EXPERTISE</i>	<i>RATE/HOUR</i>
Senior Partner	20-plus	\$275
Partner	8 to 20	\$250
Of Counsel		\$225
Associate	N/A	\$200

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK