



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.

William J. Sims

Authorized Signature

Senior Partner
Title

William J. Sims III
Printed Name

3/29/16
Date

Sims Murray, Ltd.
Company Name

602-772-5501
Telephone

2020 North Central Avenue, Suite 670
Address

Phoenix, AZ 85004
City, State, Zip

For clarification of this offer, contact:

Name: William J. Sims III

Phone: 602-772-5501

Fax: 602-772-5509

Email: wsims@simsmurray.com

ACCEPTANCE OF OFFER (For Pinal County Use Only)

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

The contract is for: Specialty Legal Services

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

Awarded this 1st day of June, 2016.

Todd House
Name (Print)

Chairman
Title

Todd House
Signature

Approved as to form:

Chapman

Pinal County Attorney's Office



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OFFER AND ACCEPTANCE FORM – Page 2

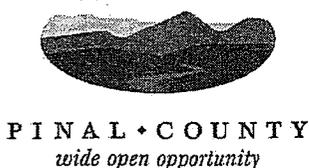
By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- 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.

Sims Murray, Ltd.

Firm

Authorized Signature

	<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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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:

Sims Murray, Ltd. ("Contractor"), with its principal place of business at **2020 North Central Avenue, Suite 670, Phoenix, Arizona 85004**

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.

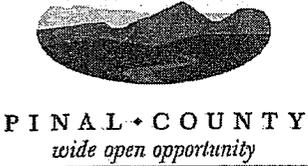
SECTION 4. INSURANCE

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.

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.

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION

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

	<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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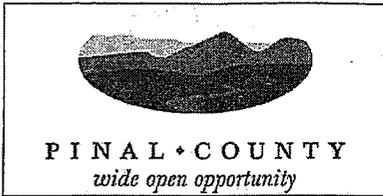
and Conditions, such exception is fully explained on Response Form 1 and is subject to acceptance in writing by the County.

SECTION 11. DISPUTE RESOLUTION

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

SECTION 12. MISCELLANEOUS

- a) **Assignability.** This contract is non-assignable in whole or in part by either party without the written consent of both parties.
- b) **Authority of Signatory.** The individuals signing this Contract and any supplements, warrant that they have been duly authorized and vested with the power to do so on behalf of their entity.
- c) **Beneficiaries.** This Contract shall inure solely to the benefit of Contractor and Customer, and shall create no rights in any other person or entity.
- d) **Comparable Treatment.** All of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than the equivalent terms being offered by Contractor to any similar situated customer.
- e) **Exhibits, Plats, Riders and Addenda.** All plats, riders, exhibits or addenda, if any, affixed to the Contract are a part hereof.
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.
- 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.



ROQ – 151721
Specialty Legal Services

Pinal County
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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.

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

William J. Sims III

By: William J. Sims III

Title: Partner

Date: 3/29/16

PINAL COUNTY

Todd House

Todd House, Chairman
Board of Supervisors

Date: 6/1/16

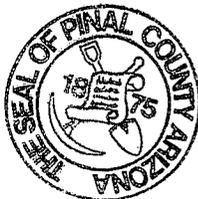
ATTEST:

Sheri Cluff

Sheri Cluff
Clerk of the Board

Approved as to Form:

Chris Keller
Chris Keller, Deputy County Attorney



	<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 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 (16 years plus), Partner (10-16 years), Senior Associate or Of Counsel (5-10 years), Associate (0-5 years), Paralegal, Administrative Support.)*

The hourly rates we would extend to Pinal County Specialty Legal Services are as follows:

				AZ Bar ID /Year Admitted	In Good Standing
William J. Sims III	Senior Partner	\$225	/Hr.	010458 / 1986	YES
Jeffrey T. Murray	Senior Partner	\$200	/Hr.	019223 / 1998	YES
Paul E. Golab	Of Counsel	\$200	/Hr.	013233 / 1990	YES
David Benton	Of Counsel	\$200	/Hr.	018237 / 1997	YES
Kristin Mackin	Senior Associate	\$175	/Hr.	023985 / 2005	YES

Original

SIMS ■ MURRAY

2020 North Central Avenue, Suite 670
Phoenix, Arizona 85004

Responder/Solicitation Contact:
William J. Sims III
(602) 772-5501 | wjsims@simsmurray.com

Response to
ROQ-151721
Specialty Legal Services



P I N A L • C O U N T Y
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Submitted to:
Pinal County
Finance Department
31 N. Pinal St., Bldg. A
P.O. Box 1348
Florence, AZ 85132

March 29, 2016

Section 1

- Title Page
- Addendum Acknowledgment Form
- W-9 Form
- Responder's Checklist
- Offer & Acceptance Form

Section 2

- Response Form 1

Section 3

- Attachment A – Professional Services Contract
- Schedule A - Pricing



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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://pinalcountyz.gov/Purchasing/Pages/CurrentSolicitations.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

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

Please sign and date:

ADDENDUM NO. 1 Acknowledgement _____
Signature: *William J. Sims* Date: 3/29/16

ADDENDUM NO. 2 Acknowledgement _____
Signature _____ Date _____

ADDENDUM NO. 3 Acknowledgement _____
Signature _____ Date _____

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

Firm

Authorized Signature



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Responder's Checklist

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

RESPONDERS CHECKLIST

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



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OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

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

Senior Partner

Authorized Signature

Title

William J. Sims III

3/29/16

Printed Name

Date

Sims Murray, Ltd.

602-772-5501

Company Name

Telephone

2020 North Central Avenue, Suite 670

Phoenix, AZ 85004

Address

City, State, Zip

For clarification of this offer, contact:

Name: **William J. Sims III**

Phone: **602-772-5501**

Fax: **602-772-5509**

Email: **wjsims@simsmurray.com**

ACCEPTANCE OF OFFER (For Pinal County Use Only)

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

The contract is for: Specialty Legal Services

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

Awarded this _____ day of _____ 2016.

Name (Print)

Title

Signature

Approved as to form:

Pinal County Attorney's Office



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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.

Sims Murray, Ltd.

Firm

Authorized Signature

SIMS ■ MURRAY

Section 2
Response Form 1

 <p>PINAL • COUNTY <i>wide open opportunity</i></p>	<p>Response Form 1 ROQ-151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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Responder Name: Sims Murray, Ltd.

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

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

Acceptability of Responses

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

1 Responders Profile

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

Firm Name: Sims Murray, Ltd.
Mailing Address: 2020 North Central Avenue, Suite 670
City: Phoenix State: AZ Zip Code: 85004
Representative Name: William J. Sims III Title: Senior Partner
Phone Number: 602-772-5501 Fax Number: 602-772-5509
Email Address: wjsims@simsmurray.com

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

Four (4) years

- 1.3 How many years of experience does the local Respondent have: 30 years

- 1.4 How many years of experience does the key employee have: 30 years

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

If yes, identify who: _____

Liaison Phone: _____

Liaison Email Address: _____

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



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

Pinal County
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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	YES	
<p><u>Sims Murray, Ltd.</u> attorneys have extensive appellate experience. Based on their continued representation of numerous public entities, the attorneys at Sims Murray, Ltd. have been tasked with representing a number of governmental clients in Arizona appellate courts.</p> <p><u>Jeff Murray</u> and <u>Kristin Mackin</u> have represented and defended a number of cities and towns in appeals to the Superior Court from Board of Adjustment or other administrative rulings, appeals to the Arizona Court of Appeals and the Arizona Supreme Court, as well as in the Ninth Circuit. The issues on appeal have ranged widely from land use matters, including permit issues and statutory interpretation of the Arizona Private Property Protection Act, to issues involving mandamus, declaratory judgment, statutes of limitations and notices of claim. <u>Ms. Mackin</u> has also drafted amicus briefs for the Arizona Municipal Risk Retention Pool on behalf of its 77 members on issues of statewide concern disclosure of public records and warrants. In addition to <u>Mr. Murray's</u> representation of public entities at every level of litigation for the past 17 years, <u>Ms. Mackin's</u> experience as a clerk for the Hon. G. Murray Snow at the Arizona Court of Appeals provided an excellent foundation for an appellate practice.</p>		
Attorney conduct and professionalism		NO
Bond and disclosure counsel		NO
Collections and bankruptcy		NO
Commercial transactions and litigation	YES	
<p><u>Jeff Murray</u> has substantial trial experience litigating cases on behalf of private individuals, companies, corporations and public entities, including litigating disputes relating to property rights, real estate valuation, and contractual disputes. The firm currently serves as defense counsel in land use litigation matters on behalf of approximately 78 cities and towns that are part of the Arizona Municipal Risk Retention Pool and has represented Arizona school districts in civil litigation.</p>		
Construction litigation	YES	
<p>The firm has represented cities, towns and school districts in connection with Construction Manager at Risk Contracts, Design-Bid-Build Contracts, Design-Build Contracts and Job Order Contracting contracts. <u>Mr. Sims</u> has prepared RFQs and RFPs in connection with all of the foregoing. Nearly all of the commercial and governmental clients we represent involve matters that require extensive contract negotiations and drafting. <u>Mr. Sims</u> and <u>Mr. Murray</u> have taken the lead in these negotiations and have drafted both comprehensive and complex sets of contract documents, as well as simple contracts for discrete matters.</p> <p><u>Paul Golab</u> served as Board Counsel to the Maricopa County Board of Supervisors for nine years (six while in-house at Maricopa County and three years while with Sims Murray, Ltd.), which practice included attending Board of Supervisors meetings to provide legal guidance as needed. Current practice includes providing legal services to the Maricopa County Stadium District, owner of Chase Field, the home of the Arizona Diamondbacks Major League Baseball Team.</p>		



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

Pinal County
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Florence, AZ 85132

Contractual liability defense	YES	
<p>Sims Murray, Ltd. attorneys represent businesses of all types and sizes, including individual entrepreneurs, small partnerships, limited liability companies, and not-for-profit organizations. Our attorneys have experience in representing a variety of industries, including, business services, communications, construction, engineering, healthcare, high technology, home building, manufacturing, public administration, real estate, retail, transportation. Representing such a diverse client base has given our attorneys extensive experience dealing with both common and unusual business problems. Part of our business practice involves representing new and emerging ventures that aspire to become successful enterprises.</p> <p>On the other end of the spectrum, our attorneys have assisted public company clients in a great range of issues. We advise our clients on director and officer responsibility. Sims Murray, Ltd. attorneys have a number of commercial and governmental clients involved in matters requiring extensive contract negotiations and drafting. Attorneys at the firm have taken the lead in these negotiations and have drafted both comprehensive and complex sets of contract documents, as well as simple contracts for discrete matters.</p>		
Election and voter registration law	YES	
<p>Sims Murray, Ltd. attorneys have represented and defended multiple municipalities with respect to litigation stemming from challenges to the municipalities' interpretation and enforcement of local and state election laws.</p> <p><u>Bill Sims</u>, <u>Jeff Murray</u> and <u>Kristin Mackin</u> have represented cities and town in connection with election disputes, financial disclosure requirements, referenda and initiative challenges and consolidated election issues. Additionally, both <u>Mr. Murray</u> and <u>Ms. Mackin</u> have represented municipalities in both superior court and appellate court matters relating to state and local election laws, which have resulted in both published opinions and unpublished decisions.</p> <p><u>Mr. Sims</u> has advised school and municipal clients on open meeting law matters and has assisted certain clients in connection with Attorney General investigations regarding conflict of interest and open meeting law allegations. <u>Ms. Mackin</u> resolved a complicated claim regarding the use of school tax credit funds. The negotiated settlement produced an outcome that promoted the efficient and effective use of school tax credit funds and preserved the District's options to allow affiliated parent groups to function while addressing concerns raised by the Office of the Arizona Attorney General.</p> <p><u>Mr. Murray</u> has advised and defended municipal clients with respect to alleged violations of civil rights; challenges made to the production of public records; compliance with open meeting laws; as well as alleged conflicts of interest of individual members of a public body.</p>		
Eminent domain and relocation	YES	
<p>Sims Murray, Ltd. has substantial experience handling condemnation, eminent domain, and real property acquisitions. Our condemnation attorneys have experience representing all levels of government entities, including state agencies, local municipalities and district corporations. Our attorneys have acquired a variety of private property rights and interests for public-use projects such as highways, streets, light rail lines, and utility easements. Our attorneys' involvement in these matters have ranged from providing initial legal advice regarding liability and financial assessment in the engineering and planning phases, to jury trials and related appeals.</p> <p><u>Mr. Murray</u> has extensive background with respect to eminent domain issues. He spent nearly seven years at the Arizona Attorney General's Office litigating cases on behalf of the Arizona Department of Transportation, primarily focused on litigating disputes relating to real property rights and real estate valuation. That practice continues today as he serves as outside counsel in eminent domain matters on behalf of a number of governmental entities. His practice has afforded him extensive experience in this area of the law. <u>Mr. Murray</u> and <u>Ms. Mackin</u></p>		



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Specialty Legal Services

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regularly handle condemnation, eminent domain, and real property acquisitions.

Environmental law

YES

David Benton has guided public and private sector clients in environmental programs and regulatory compliance. Mr. Benton has experience with state and county asbestos abatement programs, dust control, underground storage tanks, waste water management, aquifer protection, storm water management, and climate change/green-house gas regulations. He has tracked federal, state, and local legislation and rules, and is an experienced lobbyist in both legislative and regulatory advocacy. As a former Assistant Attorney General, Mr. Benton was counsel for the Arizona Department of Environmental Quality, conducted civil investigations and prosecuted enforcement actions.

Federal and State taxation matters

NO

General governmental practice (open meetings, public records, etc.)

YES

The lawyers in our firm have substantial experience representing governmental and public entities in a variety of ways, and our firm was created to allow our attorneys to represent our public-sector clients, while limiting the costs and conflicts often associated with bigger firms. We have provided outside legal counsel to a number of cities, towns, school districts, Maricopa County, the Regional Public Transportation Authority (Valley Metro), Arizona State University and other governmental entities.

Bill Sims' experience includes all aspects of real property transactions, development, financing and leasing. He has substantial experience in real estate development projects and the purchase and sale of real property. He has also represented state and local governmental entities in connection with economic development matters and public-private projects. Mr. Sims has advised governmental entities regarding redevelopment strategies and has developed an expertise from the governmental perspective in terms of property tax avoidance options, streamlined procurement alternatives and methods for limiting the impact that governmental restrictions can have on development projects, while still protecting the governmental entity. Bill Sims currently serves as the Town Attorney of Camp Verde, Cave Creek, Jerome, Pinetop-Lakeside, Taylor, and Tusayan, City Attorney of Globe; and the interim City Attorney of Safford.

Paul Golab served as Board Counsel to the Maricopa County Board of Supervisors for nine years (six while in-house at Maricopa County and three years while with Sims Murray, Ltd.), which practice included attending Board of Supervisors meetings to provide legal guidance as needed. Current practice includes providing legal services to the Maricopa County Stadium District, owner of Chase Field, the home of the Arizona Diamondbacks Major League Baseball Team.

David Benton has guided public and private sector clients in regulatory compliance. He has tracked federal, state, and local legislation and rules, and is an experienced lobbyist in both legislative and regulatory advocacy. As a former Assistant Attorney General, Mr. Benton was counsel for the Arizona Department of Environmental Quality, conducted civil investigations and prosecuted enforcement actions.

Jeff Murray and Kristin Mackin have advised and defended his clients on a wide range of legal issues from matters arising out of and related to commercial contracts and leases alleged violation of civil rights, to eminent domain and land use; from compliance with election and open meeting laws, to alleged conflicts of interest of individual members of a public body.



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General litigation	YES	
<p>Sims Murray, Ltd. attorneys primarily represent governments of all types and sizes. Representation of such diverse public entities has given our attorneys extensive experience dealing with both common and unusual problems. We have assisted our public clients on a range of issues impacting public entities every day. Specifically, some of the legal matters <u>Mr. Murray</u> and <u>Ms. Mackin</u> have advised and defended clients, include governmental contracts and leases, alleged violation of civil rights, legislative protections and immunities, eminent domain and land use, compliance with election laws, compliance with open meeting laws, compliance with public records requests, and alleged conflicts of interest of individual members of a public body.</p> <p>Sims Murray, Ltd. attorneys also have extensive appellate experience. Based on their continued representation of numerous public entities, the attorneys at Sims Murray, Ltd. have been tasked with representing a number of governmental clients in Arizona appellate courts.</p> <p><u>Mr. Murray</u> and <u>Ms. Mackin</u> have represented and defended a number of cities and towns in appeals to the superior court from board of adjustment or other administrative rulings, appeals to the Arizona Court of Appeals, appeals to the Arizona Supreme Court, as well as appeals in the United States Court of Appeals for the Ninth Circuit. The appellate issues have ranged widely from land use matters, including permit issues and statutory interpretation of the Arizona Private Property Protection Act, to issues involving mandamus, declaratory judgment, statutes of limitations and notices of claim. <u>Mr. Murray</u> and <u>Ms. Mackin</u> have also drafted amicus briefs for the Arizona Municipal Risk Retention Pool on behalf of its 77 members on issues of statewide concern. In addition to <u>Mr. Murray's</u> representation of public entities at every level of litigation for the past 17 years, <u>Ms. Mackin's</u> experience as a clerk for the Hon. G. Murray Snow at the Arizona Court of Appeals provided an excellent foundation for her appellate practice.</p>		
Health care, including public health and managed care	YES	
<p><u>David Benton</u> has worked with public healthcare systems (Maricopa Integrated Health System), advised local public healthcare agencies (Maricopa County Public health and Correctional Health Services) on numerous issues concerning services and operations; and worked with delivery of regional behavioral health services mandated by state law.</p>		
Housing	YES	
<p><u>Bill Sims</u> and <u>David Benton</u> have provided outside legal counsel to the Housing Authority of Maricopa County. <u>Mr. Sims</u> and <u>Mr. Benton</u> have provided guidance in the many phases of development and operation of public housing, including, but not limited to, interfacing with financial institutions, HUD and private fund investors. They are currently working with the Town of Tusayan in establishing an affordable housing program.</p> <p><u>David Benton</u> was the lead attorney for the Housing Authority of Maricopa County, providing legal support for federal grant requirements, program implementation, construction, renovation, and acquisition. He negotiated multi-million dollar, energy performance contract, including construction and financing, that reduced operational costs for more than 600 affordable housing units. He advised and supported county departments with community development block grants (CDBG), neighborhood stabilization projects (NSP), and other affordable housing programming.</p>		
Immigration law		NO
Infrastructure design		NO



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Insurance contracts	YES	
<p>Sims Murray is the General Counsel to the Arizona Municipal Risk Retention Pool (AMRRP) an insurance entity, comprised of 78 cities and towns. In the firm's capacity as the General Counsel to the Town and City risk pool, the firm has assisted the risk pool in the pool's support for the City of Prescott in connection with the Yarnell fire. As part of the effort to support Prescott and as a consequence of being a Town or City attorney for eight jurisdictions, the firm has helped the risk pool Board of Trustees recognize the problems arising out of mutual aid agreements that many cities and towns enter into.</p> <p>The firm has developed language for IGA's that cities and towns enter to avoid the risk that a local, relatively small jurisdiction, would have to indemnify a higher level of government (e.g., the State, the Department of Homeland Security). As an example, the firm is discovering that in some cases cities and towns receive nominal consideration (e.g., bullet proof vests for law enforcement personnel) but are then obligated to accept uncapped indemnity obligations to higher levels of governments, even indemnity obligations that include having to indemnify the higher level of government for the higher level of government's own negligence. The firm has developed an extensive presentation for cities and towns in order to help train staff on how to avoid this liability.</p> <p>As defense counsel regularly retained by Arizona Municipal Risk Retention Pool <u>Mr. Murray</u> and <u>Ms. Mackin</u> have been called upon to analyze and interpret the limits of insurance coverage.</p>		
Intellectual property		NO
Labor law and enforcement		NO
Land use	YES	
<p>Sims Murray, Ltd. attorneys have substantial experience handling matters related to zoning, planning and other legal entitlements to real property. While the firm has expanded over the years to include representation of nearly every aspect of governmental operations, one of our core practice areas remains as land use and zoning advisors and defense counsel.</p> <p><u>Bill Sims</u> serves as a land use and zoning advisor to the Arizona Municipal Risk Retention Pool and its numerous members. He is routinely called on to address and opine on a variety of issues relating to land use and zoning challenges. <u>Mr. Sims</u> is on call for each of these cities and towns to answer land use questions. <u>Mr. Sims</u> has lectured at conferences for elected officials and at legal education seminars for government lawyers on land use matters such as Proposition 207, the Private Property Rights Protection Act and limits on the power of cities and towns to implement design review as part of the land use entitlement process.</p> <p>As defense counsel for the members of the Arizona Municipal Risk Retention Pool in the areas of land use and zoning, <u>Mr. Murray</u> has extensive experience in defending and litigating a variety of legal challenges to a public entity's decision(s) with respect to the zoning, planning, control and designation of the permitted uses of real property. <u>Kristin Mackin</u> has worked closely with <u>Mr. Murray</u> to represent and defend a number of public entities in lawsuits arising out of and related to land use claims and decisions by public bodies in both federal and state trial and appellate courts.</p> <p><u>David Benton</u> was County Counsel in Charge for the Planning and Development Department for Maricopa County. He was counsel for the Maricopa County Board of Supervisors for all planning and zoning matters, including legal matters relating to the flood control district, real estate, and environmental. Advice and counsel in administrative, compliance and for zoning enforcement.</p> <p>Through the Arizona Municipal Risk Retention Pool, <u>Jeff Murray</u> provides land use litigation defense to the Pool's members. The following is a list of those cities and towns we have represented in recent years.</p>		



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- | | | |
|--|---|---|
| <ul style="list-style-type: none"> • City of Avondale • City of Benson • City of Bisbee • City of Buckeye • City of Bullhead City • Town of Camp Verde • Town of Carefree • City of Casa Grande • Town of Cave Creek • Town of Chino Valley • Town of Clarkdale • City of Coolidge • Town of Dewey-Humboldt • Town of Duncan | <ul style="list-style-type: none"> • City of El Mirage • City of Eloy • Town of Florence • Town of Fountain Hills • City of Globe • City of Goodyear • Town of Jerome • City of Kingman • Town of Mammoth • Town of Marana • City of Maricopa • Town of Oro Valley • Town of Paradise Valley • City of San Luis | <ul style="list-style-type: none"> • Town of Payson • Town of Prescott Valley • Town of Quartzsite • City of Safford • Town of Sahuarita • City of Sedona • City of Show Low • Town of Springerville • City of Surprise • Town of Taylor • Town of Thatcher • City of Tolleson • Town of Wellton • Town of Wickenburg |
|--|---|---|

Legislative matters

YES

Paul Golab served as Board Counsel to the Maricopa County Board of Supervisors for nine years (six while in-house at Maricopa County and three years while with Sims Murray, Ltd.), which practice included attending Board of Supervisors meetings to provide legal guidance as needed. Current practice includes providing legal services to the Maricopa County Stadium District, owner of Chase Field, the home of the Arizona Diamondbacks Major League Baseball Team.

David Benton has guided public and private sector clients in regulatory compliance. He has tracked federal, state, and local legislation and rules, and is an experienced lobbyist in both legislative and regulatory advocacy. As a former Assistant Attorney General, Mr. Benton was counsel for the Arizona Department of Environmental Quality, conducted civil investigations and prosecuted enforcement actions.

Medical malpractice

NO

Mental Health

NO

Planning and zoning

YES

Sims Murray, Ltd. attorneys have substantial experience handling matters related to zoning, planning and other legal entitlements to real property. While the firm has expanded over the years to include representation of nearly every aspect of governmental operations, one of our core practice areas remains as land use and zoning advisors and defense counsel.

Bill Sims serves as a land use and zoning advisor to the Arizona Municipal Risk Retention Pool and its numerous members. He is routinely called on to address and opine on a variety of issues relating to land use and zoning challenges. Mr. Sims is on call for each of these cities and towns to answer land use questions. Mr. Sims has lectured at conferences for elected officials and at legal education seminars for government lawyers on land use matters such as Proposition 207, the Private Property Rights Protection Act and limits on the power of cities and towns to implement design review as part of the land use entitlement process.

As defense counsel for the members of the Arizona Municipal Risk Retention Pool in the areas of land use and zoning, Mr. Murray has extensive experience in defending and litigating a variety of legal challenges to a public entity's decision(s) with respect to the zoning, planning, control and designation of the permitted uses of real property. Kristin Mackin has worked closely with Mr. Murray to represent and defend a number of public entities in lawsuits arising out of and related to land use claims and decisions by public bodies in both federal and state trial



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and appellate courts.

David Benton was County Counsel in Charge for the Planning and Development Department for Maricopa County. He was counsel for the Maricopa County Board of Supervisors for all planning and zoning matters, including legal matters relating to the flood control district, real estate, and environmental. Advice and counsel in administrative, compliance and for zoning enforcement.

Probate litigation

NO

Property tax appeals, tax lien sales and foreclosures, Treasurer's matters

NO

Public contracts and procurement

YES

The firm has represented cities, towns and school districts in connection with Construction Manager at Risk Contracts, Design-Bid-Build Contracts, Design-Build Contracts and Job Order Contracting contracts. Mr. Sims has prepared RFQs and RFPs in connection with all of the foregoing. Nearly all of the commercial and governmental clients we represent involve matters that require extensive contract negotiations and drafting. Attorneys at the firm have taken the lead in these negotiations and have drafted both comprehensive and complex sets of contract documents, as well as simple contracts for discrete matters. Bill Sims would provide assistance to the Arizona Attorney General's office concerning public contracts and procurement.

Paul Golab served as Board Counsel to the Maricopa County Board of Supervisors for nine years (six while in-house at Maricopa County and three years while with Sims Murray, Ltd.), which practice included attending Board of Supervisors meetings to provide legal guidance as needed. Current practice includes providing legal services to the Maricopa County Stadium District, owner of Chase Field, the home of the Arizona Diamondbacks Major League Baseball Team.

Public official liability

YES

Sims Murray, Ltd. attorneys have represented and defended multiple municipalities with respect to litigation stemming from allegations of the municipalities' negligent and/or tortious acts.

As part of their regular practice in the defense of a number of governmental entities, including individual public employees, both Mr. Murray and Ms. Mackin have litigated a variety of claims alleging governmental negligence and/or tortious acts, including allegations of Civil Rights violations under 42 U.S.C. § 1983. Mr. Murray and Ms. Mackin have defended their clients with respect to alleged violations of civil rights; challenges made to the production of public records; compliance with open meeting laws; as well as alleged individual conflicts of interest of individual members of a public body. Recently, Mr. Murray and Ms. Mackin successfully defended eight employees from § 1983 claims arising out of a land use dispute through a negotiated a settlement for the City.

Public fiduciary

NO

Real estate transactions

YES

Bill Sims, Jeff Murray and Kristin Mackin's real estate experience includes all aspects of real property transactions, development, financing and leasing. Each has experience in real estate development, purchases and sales, including office buildings, shopping centers, apartments and raw land. Our firm has been called upon to handle the acquisition and disposal of the real estate facilities of our regular business clients, including the acquisition or disposition, of commercial and residential developments. Mr. Sims, Mr. Murray and Ms. Mackin have extensive experience in leasing and lending matters related to commercial real estate, for owners, tenants, borrowers and lenders.



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Mr. Sims has represented state and local governmental entities in connection with economic development matters and public-private projects. He has consulted regularly with local governments concerning options for inducing private sector development as well as advised governmental entities regarding redevelopment strategies and developed an expertise from the governmental perspective in terms of property tax avoidance options, streamlined procurement alternatives and methods for limiting the impact that governmental restrictions can have on development projects.

As a former Assistant Attorney General representing that Arizona Department of Transportation, and as current defense counsel for the members of the Arizona Municipal Risk Retention Pool in the areas of land use and zoning, Mr. Murray has extensive experience in defending and litigating a variety of legal challenges to a public entity's decision(s) with respect to the acquisition and disposal of real property, as well as any number of issues related to zoning, planning, control and designation of the permitted uses of real property.

Road design, construction or maintenance liability

YES

Sims Murray, Ltd. attorneys have substantial experience defending and litigating on behalf of our governmental clients.

Mr. Murray's prior experience working with and defending the Arizona Department of Transportation has provided him with the background tools and knowledge necessary to understand and defend allegations of negligent roadway design and/or maintenance. Additionally, Mr. Murray and Kristin Mackin have defended multiple municipal entities regarding claims of negligent roadway design and/or maintenance, and alleged damages resulting therefrom.

Section 1983 civil rights defense

YES

Jeff Murray and Kristin Mackin have advised his public clients on a wide range of legal issues pertaining to compliance with open meeting laws, compliance with the production of public records, and compliance with the application and enforcement of election laws. Mr. Murray and Ms. Mackin have defended their clients with respect to alleged violations of civil rights; challenges made to the production of public records; compliance with open meeting laws; as well as alleged individual conflicts of interest of individual members of a public body. Recently, Mr. Murray and Ms. Mackin successfully defended eight employees from § 1983 claims arising out of a land use dispute through a negotiated a settlement for the City.

Special taxing district law

NO

Tort liability

YES

Sims Murray, Ltd. attorneys have represented and defended multiple municipalities with respect to litigation stemming from allegations of the municipalities' negligent and/or tortious acts.

As part of their regular practice in the defense of a number of governmental entities, including individual public employees, both Mr. Murray and Ms. Mackin have litigated a variety of claims alleging governmental negligence and/or tortious acts, including allegations of Civil Rights violations under 42 U.S.C. § 1983. As defense counsel typically retained by an insurance entity, Mr. Murray and Ms. Mackin have also been called upon to analyze and interpret the limits of insurance coverage.



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Specialty Legal Services

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3 References

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

1. Company Name: [Town of Pinetop-Lakeside](#)
Address: [1360 N Niels Hansen Lane, Lakeside, AZ 85929](#)
Contact Person: [Evelyn Racette, Town Manager](#)
Phone: [928-368-8696](#) Email Address: eracette@pinetoplakesideaz.gov
Project Name: [Town Attorney – Bill Sims](#)

2. Company Name: [Flood Control District of Maricopa County](#)
Address: [2801 W Durango Street, Phoenix, AZ 85009](#)
Contact Person: [Gary Scott, Land Acquisition Branch Manager](#)
Phone: [602-506-4638](#) Email Address: garyscott@mail.maricopa.gov
Project Name: [Eminent Domain/Condemnation – Jeffrey Murray](#)

3. Company Name: [Town of Tusayan](#)
Address: [845 Mustang Drive, Tusayan, AZ 86023](#)
Contact Person: [Eric Duthie, Town Manager](#)
Phone: [928-638-9909](#) Email Address: tusayantownmanager@gmail.com
Project Name: [Town Attorney – Bill Sims](#)

4. Company Name: [Chandler Unified School District No. 80](#)
Address: [1525 W Frye Road, Chandler, AZ 85224](#)
Contact Person: [Joel Wirth, Assistant Superintendent for Business](#)
Phone: [480-812-7660](#) Email Address: Wirth.Joel@cusd80.com
Project Name: [Legal Advisors – Bill Sims and Kristin Mackin](#)

5. Company Name: [City of Globe](#)
Address: [150 N Pine Street, Globe, AZ 85501](#)
Contact Person: [Shelly Salazar, Town Clerk](#)
Phone: [928-425-7146 x 21](#) Email Address: ssalazar@globeaz.gov
Project Name: [City Attorney – Bill Sims](#)



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4 **Prior Experience**

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

Responder Response

The following is an illustrative list of the firm's prior and ongoing representation of government/public entities in various areas of law:

- **Maricopa County Housing Authority** - Regulatory compliance; real estate transactions (Bill Sims / 2003-2009)
- **Maricopa County Parks Department** - Development agreements (Bill Sims / 2002)
- **Maricopa County Stadium District** - Creation of the District; continuing operations (Bill Sims and Paul Golab / Relationship ongoing)
- **Maricopa County Special Health Care District** - From creation, through transition from Maricopa County Integrated Health System and now as outside counsel of the District (Bill Sims / Relationship ongoing)
- **Flood Control District of Maricopa County** – Eminent Domain; Acquisition of Real Property (Jeff Murray / Relationship ongoing)
- **Yuma County** - Procurement and contract negotiations (Bill Sims / 1999-2000)
- **Regional Public Transportation Authority** - Intergovernmental agreements; public records; contractor negotiations (Bill Sims / Relationship ongoing)
- **Arizona Municipal Risk Retention Pool** - Corporate counsel; public records; land use dispute litigation (Bill Sims, Jeff Murray and Kristin Mackin / Relationship ongoing)
- **Social Service Contractors Indemnity Pool** - Corporate counsel (Bill Sims / Relationship ongoing)
- **Arizona State University** - Development agreements (Bill Sims / 2004)
- **Chandler Unified School District No. 80** - Intergovernmental agreements; construction contracts; public records (Bill Sims and Kristin Mackin / Relationship ongoing)
- **Dysart Unified School District No. 89** - Construction contracts, open meeting law (Bill Sims and Kristin Mackin / 2013)
- **City of Bisbee** - Wastewater treatment facilities (Bill Sims / 2003-2004)
- **Town of Camp Verde** - Town Attorney; land use; zoning; development agreements (Bill Sims and Jeff Murray / Relationship ongoing)
- **City of Coolidge** - Land use; development agreements (Bill Sims and Jeff Murray / Relationship ongoing)
- **Town of Dewey-Humboldt** - Development agreements (Bill Sims / Relationship ongoing)
- **City of Glendale** - Development projects; liability of public officials (Bill Sims / Relationship ongoing)
- **City of Globe** - City Attorney (Bill Sims / Relationship ongoing)
- **Town of Huachuca City** - Development agreements (Bill Sims)
- **Town of Jerome** - Town Attorney (Bill Sims / Relationship ongoing)



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ROQ-151721
Specialty Legal Services

Pinal County
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Florence, AZ 85132

- **Town of Mammoth** - Land use; development agreements (Bill Sims and Jeff Murray / 2005-2007)
- **City of Maricopa** - Development agreements (Bill Sims / 2013)
- **Town of Paradise Valley** - Development agreements (Bill Sims / Relationship ongoing)
- **Town of Payson** - Development agreements (Bill Sims / 2011)
- **City of Safford** - Interim City Attorney (Bill Sims / Relationship ongoing)
- **City of San Luis** - Construction and financing of a detention facility and wastewater treatment plan (Bill Sims / Relationship ongoing)
- **City of Surprise** - Open meeting law; election law (Bill Sims / 2015)
- **Town of Taylor** – Town Attorney (Bill Sims / Relationship ongoing)
- **City of Tempe** - Eminent domain; advising Council and staff; civil litigation; administrative Hearings and appeals (Jeff Murray / 2015)
- **Town of Tusayan** - Town Attorney, litigation defense of the incorporation of the Town of Tusayan (Bill Sims, Jeff Murray and David Benton / Relationship ongoing)

5. **Resumes**

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

Responder Response – SEE ATTACHED

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

SIMS ■ MURRAY

WILLIAM J. SIMS III
(SENIOR PARTNER)

PRACTICE

Practice concentrated in representing for-profit and non-profit corporations, cities, towns, counties and school districts; negotiating and documenting development projects and other complex transactions involving the financing, construction and operation of public facilities. Extensive experience in connection with large public-private partnership contracts.

Represents the members of private golf and country clubs during the turnover of ownership-management of the golf club from the developer to the members, including Terravita Golf and Country Club, The Estancia Club, The Boulders Club, Iron Horse Golf Club. The Country Club at DC Ranch and FireRock Country Club.

Advises approximately 78 cities and towns on land use matters as part of the Arizona Municipal Risk Retention Pool land use counseling program and services.

- Town Attorney, Town of Camp Verde
- Town Attorney, Town of Cave Creek
- City Attorney, City of Globe
- Town Attorney, Town of Jerome
- Town Attorney, Town of Pinetop-Lakeside
- Interim City Attorney, City of Safford
- Town Attorney, Town of Taylor
- Town Attorney, Town of Tusayan

BAR ADMISSIONS

Arizona, 1986

COURT ADMISSIONS

Supreme Court of Arizona, 1986

EDUCATION

J.D., *summa cum laude*, University of Arizona, 1985

Member, Arizona Law Review, 1983-1985

M.A., Oxford University, 1981

B.A., Oxford University, 1976

B.S., United States Air Force Academy, 1974

Rhodes Scholar

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

State Bar of Arizona

Association of Rhodes Scholars

SIMS ■ MURRAY

JEFFREY T. MURRAY
(SENIOR PARTNER)

PRACTICE

Litigation attorney who handles both trial and appellate court matters. Spent nearly seven years at the Arizona Attorney General's Office representing the Arizona Department of Transportation with a focus on litigating eminent domain and real estate valuation matters, as well as other disputes relating to real property rights and real estate valuation. In 2007, returned to private practice but maintained focus on representing governmental entities in litigating real property disputes in the areas of eminent domain, land use and zoning. Serves as defense counsel in land use litigation matters on behalf of approximately 78 cities and towns that are part of the Arizona Municipal Risk Retention Pool and also represents governmental entities in election law matters and other litigation stemming from election-related challenges. In addition to government representation, from time to time he represents private individuals and corporations in commercial litigation primarily relating to real estate and contractual disputes.

BAR ADMISSIONS

Arizona, 1998

COURT ADMISSIONS

United States Court of Appeals for the Ninth Circuit

United States District Court for the District of Arizona

Arizona Supreme Court

EDUCATION

J.D., University of Denver, 1998

B.S., *magna cum laude*, Arizona State University, 1995

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

State Bar of Arizona

American Bar Association

SIMS ■ MURRAY

PAUL E. GOLAB
(OF COUNSEL)

PRACTICE

Practice focused on representing government entities in the areas of open meeting law, public records, conflict of interest, negotiating and documenting development projects and other complex transactions involving the financing, construction and operation of public facilities.

Current practice includes providing legal services to the Maricopa County Stadium District, owner of Chase Field, the home of the Arizona Diamondbacks Major League Baseball Team.

Served as Board Counsel to the Maricopa County Board of Supervisors for eleven years (eight while in-house at Maricopa County and three years while with Sims Murray, Ltd.), which practice included attending Board of Supervisors meetings to provide legal guidance as needed. During that time, he was also primary counsel to the Clerk of the Board whose office has a broad range of statutory duties.

BAR ADMISSIONS

Arizona, 1990

OTHER PROFESSIONAL EXPERIENCE

Division of County Counsel, Maricopa County, 1993-2006
(Chief-General Government Bureau 2000-2005)
Morrison and Hecker, Associate, 1990-1992

EDUCATION

Arizona State University, J.D., 1990
Pedrick Scholar
Member, Arizona State Law Journal, 1988-90
Northern Arizona University, M.A., 1980
Pennsylvania State University, B.A., *with highest distinction*, 1973

COURT ADMISSIONS

Supreme Court of Arizona
United States District Court, District of Arizona

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

State Bar of Arizona
Arizona Real Estate License

SIMS ■ MURRAY

DAVID BENTON
(OF COUNSEL)

PRACTICE

Extensive background working with state and local governments; advice and counsel for agency directors and Board of Supervisors in budget, finance, housing, human services, and economic development. Lead advisor in open meeting law and public records.

Experienced lobbyist in both legislative and regulatory advocacy; lobbied for statewide court system and the judicial branch of government, including justices, judges, court administrators, and court clerks; experienced in bill drafting, committee testimony, research, and bill tracking.

Managing attorney for Maricopa County civil practice supporting board of supervisors, clerk, procurement, construction, land use and zoning, transportation, and federal grant programs and several other county agencies; broad background in environmental law and regulation including compliance, permitting and enforcement.

Scientist and team leader in environmental research and development; technical support in the manufacture of commercial aircraft and defense electronics; production, fabrication, materials and process engineering support.

BAR ADMISSIONS

State of Arizona, 1997

State of Washington, 2013

EDUCATION

J.D., University of Arizona College of Law, 1997

B.S., Chemistry, California State University, Long Beach, 1986

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

State Bar of Arizona, Arizona Attorney Magazine, Editorial Board

Shemer Art Center and Museum Association, Board Member and Former Treasurer

Maricopa County Bar Association, Past President

Men's Anti-Violence Network (MAN) Group, Former Board Member,

Valley Leadership, Class XXIV

SIMS ■ MURRAY

KRISTIN M. MACKIN
(SENIOR ASSOCIATE)

PRACTICE

Ms. Mackin's practice includes both civil and appellate litigation, as well as advising municipalities and school districts in areas such as contract drafting and negotiation, public records law, open meeting law, and development of policies and procedures. After clerking for the Honorable G. Murray Snow at the Arizona Court of Appeals, Ms. Mackin's practice focused on development of civil litigation skills while representing private class action plaintiffs. Shortly thereafter, Ms. Mackin's practice shifted to representing mostly school districts in both civil and appellate litigation and advising school districts at every stage of contract development. Ms. Mackin's practice now includes representation of governmental entities in litigation of land use and zoning issues and defending municipalities in related §1983 claims in state and federal court. Ms. Mackin also represents governmental entities in election law matters, as well as private entities in commercial litigation disputes.

BAR ADMISSIONS

Arizona, 2005

COURT ADMISSIONS

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, District of Arizona

Arizona Supreme Court

EDUCATION

J.D., *cum laude*, Arizona State University College of Law, May 2005

Tufts University, Medford, Massachusetts, B.A. Plan of Study in Bioethics ,

Magna Cum Laude with Thesis Honors, 2002

JUDICIAL CLERKSHIPS

Arizona State Court of Appeals, Phoenix, Arizona

Law Clerk to the Honorable G. Murray Snow, 2005 – 2006

United States Bankruptcy Court, District of Arizona, Phoenix, Arizona

Law Clerk to the Honorable Charles Case II, 2005

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

Speaker, "Tax Credits and Extracurricular Activities: Setting Up a Student Fees System Compliant with the Law" and "School Foundations, PTO's and Booster Groups: Legal Aspects of Dealing with Affiliate Organizations", Arizona School Board Association's Annual School Law Conference, 2014

Member, Arizona Council of School Law Lawyers, 2014-present

Co-author, "Education and the Arizona Constitution," *3 Phoenix Law Review* 99 (Spring 2010)

Arizona Employment Lawyers Association, 2009-2011 *Jurimetrics: The Journal of Law, Science, and Technology*, Senior Editor, 2004-2005

Arizona State University College of Law, Pro Bono Executive Board Member, 2004-2005

Arizona Justice Project, 2003-2004

Volunteer Legal Assistance Project, 2002-2005

Section 3
Attachment A –
Professional Services Contract
including Schedule A - Pricing

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p style="text-align: center;">ROQ – 151721 Specialty Legal Services</p>	<p style="text-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:

Sims Murray, Ltd. ("Contractor"), with its principal place of business at **2020 North Central Avenue, Suite 670, Phoenix, Arizona 85004**

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.

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.



ROQ – 151721
Specialty Legal Services

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION

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

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and Conditions, such exception is fully explained on Response Form 1 and is subject to acceptance in writing by the County.

SECTION 11. DISPUTE RESOLUTION

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

SECTION 12. MISCELLANEOUS

- a) **Assignability.** This contract is non-assignable in whole or in part by either party without the written consent of both parties.
- b) **Authority of Signatory.** The individuals signing this Contract and any supplements, warrant that they have been duly authorized and vested with the power to do so on behalf of their entity.
- c) **Beneficiaries.** This Contract shall inure solely to the benefit of Contractor and Customer, and shall create no rights in any other person or entity.
- d) **Comparable Treatment.** All of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than the equivalent terms being offered by Contractor to any similar situated customer.
- e) **Exhibits, Plats, Riders and Addenda.** All plats, riders, exhibits or addenda, if any, affixed to the Contract are a part hereof.
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.
- 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.



ROQ – 151721
Specialty Legal Services

Pinal County
Finance Department
31 N. Pinal St.
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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.

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: William J. Sims III

Title: Partner

Date: 3/29/16

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

SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ see below will be the rate for all authorized and approved Specialty Legal Services under this contract. This rate will include all costs associated with these services. *(NOTE: Respondent may provide a table of costs based on expertise of employee i.e. Senior Partner (16 years plus), Partner (10-16 years), Senior Associate or Of Counsel (5-10 years), Associate (0-5 years), Paralegal, Administrative Support.)*

The hourly rates we would extend to Pinal County Specialty Legal Services are as follows:

				AZ Bar ID /Year Admitted	In Good Standing
William J. Sims III	Senior Partner	\$225	/Hr.	010458 / 1986	YES
Jeffrey T. Murray	Senior Partner	\$200	/Hr.	019223 / 1998	YES
Paul E. Golab	Of Counsel	\$200	/Hr.	013233 / 1990	YES
David Benton	Of Counsel	\$200	/Hr.	018237 / 1997	YES
Kristin Mackin	Senior Associate	\$175	/Hr.	023985 / 2005	YES