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.

Timothy A. LaSota — Principle
Authorized Signature — Title

Timothy A. LaSota — 4-8-16
Printed Name — Date

Timothy A. LaSota, PLC — 602-515-2649
Company Name — Telephone

2198 E. Camelback Rd #305, Phoenix, AZ 85013
Address — City, State, Zip

For clarification of this offer, contact:

Name: Timothy LaSota Phone: 602-515-2649 Fax: 602 452 2712

Email: tim@timlasota.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 — Chairman
Name (Print) — Title — Signature

Approved as to form:
Pinal County Attorney's Office

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.

Timothy A. LaSota PLC
Firm

Timothy A. LaSota
Authorized Signature

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

PROFESSIONAL SERVICES CONTRACT

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

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

SECTION 1. PURPOSE AND SCOPE

1. Contractor will furnish to the Customer by this Contract Professional Service(s) listed in the Statement of Work of the ROQ.

2. All pricing quoted in Schedule A: Pricing Supplement is valid for the term of the Contract.

SECTION 2. TERM

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

SECTION 3. PRICING AND PAYMENT TERMS

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

SECTION 4. INSURANCE

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

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

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

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

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION

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

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

SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT

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

SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS

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

SECTION 11. DISPUTE RESOLUTION

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

SECTION 12. MISCELLANEOUS

a) **Assignability.** This contract is non-assignable in whole or in part by either party without the written consent of both parties.

b) **Authority of Signatory.** The individuals signing this Contract and any supplements, warrant that they have been duly authorized and vested with the power to do so on behalf of their entity.

c) **Beneficiaries.** This Contract shall inure solely to the benefit of Contractor and Customer, and shall create no rights in any other person or entity.

d) **Comparable Treatment.** All of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than the equivalent terms being offered by Contractor to any similar situated customer.

e) **Exhibits, Plats, Riders and Addenda.** All plats, riders, exhibits or addenda, if any, affixed to the Contract are a part hereof.

f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.

g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local ordinances and regulations.

h) **Headings.** The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.

i) **Incorporation of Documents.** All documents referred to in this Contract are hereby incorporated by reference into the Contract.

j) **Independent Contractor.** Contractor acknowledges that it is an independent Contractor; that it alone retains control of the manner of conducting its activities in furtherance of the Contract; that it as well as any persons or agents as it may employ are not employees of the Customer; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

k) **Retention of Records.** The Contractor and any Subcontractor shall keep and maintain all records related to the Contract as set forth in Section 3.2 of the Uniform Terms and Conditions.

l) **Severability.** If any part of the Contract shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Contract.

m) **Survival.** Not as a waiver of any remedies either party may be entitled to under this Contract, the "Indemnification", "Retention of Records", and "Dispute Resolution" provisions will survive the termination of the Contract.

n) **Time of Essence**. Under the authority of the Contract, both parties understand that time is of the essence.

o) **Waiver.** Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

p) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona as further described in Section 5-1 and 5-2 of the Uniform General Terms and Conditions.

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

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

Timothy A. LaSota

By: Timothy A. LaSota

Title: Principal

Date: 4.8.16

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

THE SEAL OF PINAL COUNTY ARIZONA

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

SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of $ 235 will be the rate for all authorized and approved Specialty Legal Services under this contract. This rate will include all costs associated with these services. *(NOTE: Respondent may provide a table of costs based on expertise of employee i.e. Senior Partner, Partner, Senior Associate or Of Counsel, Associate, Paralegal, Administrative Support.)*

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

PINAL • COUNTY *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.

Timothy A. LaSota — Principle
Authorized Signature — **Title**

Timothy A. LaSota — 4-8-16
Printed Name — **Date**

Timothy A. LaSota, PLC — 602-515-2649
Company Name — **Telephone**

2198 E. Camelback Rd #305, Phoenix, AZ 85013
Address — **City, State, Zip**

For clarification of this offer, contact:

Name: Timothy LaSota **Phone:** 602-515-2649 **Fax:** 602 452 2712

Email: tim@timlasota.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

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.

Timothy A. LaSota PLC
Firm

Timothy A. LaSota
Authorized Signature

PINAL • COUNTY *wide open opportunity*	Addendum Acknowledgement Form	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132

ADDENDUM ACKNOWLEDGEMENT FORM

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

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

Please sign and date:

ADDENDUM NO. 1 Acknowledgement Timothy A. LaSota 4.8.16
Signature Date

ADDENDUM NO. 2 Acknowledgement Timothy A. LaSota 4.8.16
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

RESPONDERS CHECKLIST

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

PINAL • COUNTY *wide open opportunity*	Response Form 1 ROQ-151721 Specialty Legal Services	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132

Responder Name: ***Responder Response***

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

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

Acceptability of Responses

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

1 Responders Profile

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

Firm Name: Timothy A. La Sot, PLC

Mailing Address: 2198 E. Camelback Rd., #305

City: Phoenix Sate: AZ Zip Code: 85013

Representative Name: Timothy La Sota Title: Principal

Phone Number: 602-515-2649 Fax Number: 602-452-2712

Email Address: tim@timlasota.com

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

1 years

1.3 How many years of experience does the local Respondent have: 15 years

1.4 How many years of experience does the key employee have: 15 years

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

If yes, identify who: Timothy La Sota

Liaison Phone: 602-515-2649

Liaison Email Address: tim@timlasota.com

How many years of experience does Liaison have handling public entity clients? 15 years

2 Areas of Practice

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

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

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

3 **References**

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

1. Company Name: Arizona Corporation Commission
   Address: 1200 West Washington St., Phoenix, AZ 85007
   Contact Person: Jodi Jerich, Executive Director
   Phone: 602-542-3931 Email Address: jjerich@azcc.gov
   Project Name: Checks and Balances v. Corporation Commissioner Bob Stump, No. LC2015-000453, Maricopa County Superior Court

2. Company Name: City of Scottsdale
   Address: 3939 N. Drinkwater Blvd., Scottsdale, AZ 85251
   Contact Person: W.J. "Jim" Lane, Mayor
   Phone: 480-312-2433 Email Address: jlane@scottsdaleaz.gov
   Project Name: Chief of Staff to Mayor Lane

3. Company Name: Arizona State Senate
   Address: 1700 W. Washington, Phoenix, AZ 85007
   Contact Person: Greg Jernigan, Chief of Staff
   Phone: 602-926-5418 Email Address: gjernigan@azleg.gov
   Project Name: Salvador Reza v. Senate President Russell Pearce, No. CV-11-01170-PHX-FJM, Federal District Court, D. Arizona

4. Company Name: Phoenix City Councilman Sal DiCiccio
   Address: 200 W. Washington St., Phoenix AZ 85004
   Contact Person: Sal DiCiccio
   Phone: 602-292-0725 Email Address: sal123@cox.net
   Project Name: Defense of Councilman DiCiccio in lawsuit in Maricopa County Superior Court, McNamara v. Citizens Protecting Taxpayers (CV2013-008922) and Arizona Court of Appeals, 236 Ariz. 192, 337 P.3d 557 (2014)

5. Company Name: Darin Mitchell, Arizona House of Representatives
   Address: 1700 W. Washington St., Phoenix, AZ 85007
   Contact Person: Darin Mitchell
   Phone: 602-509-0553 Email Address: electdarin@rocketmail.com

Project Name: Defense of Darin Mitchell on election law and right to hold office matters, Maricopa County Superior Court, CV2012-095855, and Arizona Court of Appeals, No. 1 CA–CV 12–0627 EL.

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)

Appellate practice

Timothy La Sota, principle of the firm, has been involved in a number of appeals over the years, and has argued a number of these cases. His most recent reported decision was in *McNamara v. Citizens Protecting Tax Payers*, 337 P.3d 557, 558 (Ariz. App. 2014), a case Mr. La Sota successfully defended Phoenix Councilman Sal DiCiccio on. Another recent one, which he personally argued, involved the case of State Representative Darrin Mitchell, whom Mr. La Sota successfully represented in defeating a challenge to his residency. This case involved two arguments in front of full Arizona Court of Appeals panels and an argument in front of the Supreme Court duty justice.

Mr. La Sota's most recent victory at the Court of Appeals was in *Home Builders v. City of Surprise*, 1 CA-CV 14-0466, in which Mr. La Sota represented the Home Builders, argued the matter at the Court of Appeals, and succeeded in reversing the trial court's dismissal of the matter. He also has a petition for review pending in the Arizona Supreme Court in *Horne, et al. v. Polk*, 1 CA-CV 14-0837.

Mr. La Sota has also written briefs for a number of other appeals, ranging from election law to medical malpractice to victims' rights, and argued in front of the Court in some of these cases. He has written various amici curiae briefs, including one in favor of the position ultimately adopted by the Arizona Supreme Court in the recent dispute between former Governor Brewer and members of the Legislature in the Medicaid expansion case. *Biggs v. Cooper ex rel. County of Maricopa*, 236 Ariz. 415, 341 P.3d 457 (Ariz. 2014). Though multiple amicus briefs were submitted, this amicus was the only one that the Governor's counsel responded to.

Election and voter registration law

Timothy La Sota has significant experience in election and voter registration law. He has advised candidates and ballot measure campaigns in all facets of election law and campaign finance law, including extensive advice on the steps necessary for ballot measures to qualify for the ballot.
Recent legal victories by Mr. La Sota in this realm include:

1. Business Leaders for Arizona/Attorney General Tom Horne- Mr. La Sota represented the political entity that was accused civilly of illegally coordinating with Attorney General Tom Horne. The alleged violation carried a potential fine of over $1 million. After a four day hearing, the Administrative Law Judge found that there was no wrongdoing and ruled for Business Leaders for Arizona and Tom Horne.

2. Phoenix Councilman Sal DiCiccio- Mr. La Sota represented a non-profit on which Councilman DiCiccio serves as a board member. A lawsuit was filed against this entity on the eve of Councilman DiCiccio's election in an attempt to damage the Councilman politically. Both this lawsuit and the political agenda behind it were failures as Mr. La Sota promptly secured a denial of injunctive relief and a dismissal of the suit, and DiCiccio was re-elected.

3. Cave Creek Councilman-elect Adam Trenk-Mr. La Sota represented Mr. Trenk in fighting off a challenge to his residency in Maricopa County Superior Court. He was subsequently elected to Town Council. Mr. La Sota was also successful in having the Superior Court order the cancellation of four different recall elections in Cave Creek.

4. Cave Creek Councilman Dick Esser- Mr. La Sota successfully sued to keep Councilman Esser off the Town ballot in May. Esser withdrew from the race but then tried to rescind his withdrawal, but the judge ruled he could not, and he will not appear on the ballot this month. The victory also resulted in an award of attorney's fees.

5. State Representative Darrin Mitchell- Mr. La Sota helped Representative Mitchell fight off a challenge to his residency in Maricopa County Superior Court, the Arizona Court of Appeals, and the Arizona Supreme Court. Representative Mitchell took his seat in January thanks to these legal victories.

Mr. La Sota has also practiced in the area of voting rights, assisting with the legal efforts of the FAIR Trust, an entity that ultimately sued to have the most recently drawn congressional and legislative maps thrown out by the courts. Mr. La Sota is highly familiar with the federal Voting Rights Act and Arizona laws related to elections. Mr. La Sota also helped craft legislation, ultimately passed into law that safeguards the integrity of elections without hampering citizens' voting rights.

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

Timothy La Sota has advised various public agencies as to their particular powers and duties as an agency. While at the City of Scottsdale, Mr. La Sota advised the Mayor and members of the Council on open meetings laws, laws on public records, and other areas pertaining to the special responsibilities of governmental entities. Part of these duties involved advising the Mayor's Commission on Cable Channel 11 on open meetings laws and public records laws, including ensuring that all public notice requirements were met.

Currently, Mr. La Sota represents, on behalf of the Arizona Corporation Commission, Commissioner Bob Stump in a lawsuit against Mr. Stump and the Corporation Commission regarding public records laws. Maricopa County Superior Court, LC2015-000453. Mr. La Sota has succeeded in already having one of two counts dismissed, and has a motion for entry of judgment pending in the matter.

Mr. La Sota has also advised Maricopa County and various fire districts on open meetings law, public records laws, and other regulatory matters.

Mr. La Sota has also advised various public officials on state conflict of interest laws. Clients have included Yuma Mayor Al Krieger and State Representative Kate Brophy-McGee.

Immigration law

One of **Timothy La Sota's** primary duties when he was a Special Assistant Deputy Maricopa County Attorney was to serve in the role of legal advisor regarding all things related to illegal immigration. This includes experience in the realm of 287(g) agreements, general authority to enforce immigration laws and laws related to illegal immigration. In this period, the office took a more aggressive posture regarding what activities local law enforcement could participate in to combat illegal immigration. These efforts were challenged at every turn, but in part thanks to Mr. La Sota's legal help, the office's actions survived legal scrutiny.

Mr. La Sota played a large role in drafting various pieces of legislation, including the state's human smuggling laws, day laborer laws, and employer sanctions laws. Mr. La Sota also participated in the defense of these laws in state and federal court.

Mr. La Sota also represented the late Cochise County Sheriff Larry Dever in the lawsuit filed against him (and the other Sheriffs in Arizona) challenging Senate Bill 1070.

Legislative matters

Timothy La Sota also has a successful lobbying practice. Last legislative session, he was instrumental in the success of Senate Bill 1030, which was signed into law by Governor Ducey in March of 2015 at a signing ceremony at Four Peaks Brewery, Mr. La Sota's client. Mr. La Sota was featured prominently at the event,

one of a handful of people allowed to stand by the Governor as he signed the bill and was given, by the Governor, one of the pens used to sign the bill into law.

Mr. La Sota was also successful in defeating House Bill 2559, a bill that would have extended the life of a failed but menacing special taxing district that his client, ABC Sand and Rock, opposed. This bill failed twice on the House floor, by lopsided votes of 20 to 38 and then 23 to 35 on reconsideration.

Mr. La Sota also represented VIP Taxi on the bill affecting Uber, Lyft and traditional taxi companies. House Bill 2135 was passed by the Legislature, and Mr. La Sota was successful in ensuring that his client's interests were fully protected.

Mr. La Sota formerly served as the chief lobbyist for the Maricopa County Attorney's Office, and was a staffer at the Arizona House of Representatives between undergraduate school and law school. He has 15 years' experience in the lobbying industry.

Land Use and Planning and Zoning

Timothy La Sota has represented clients on a number of planning and zoning cases. His most recent cases involved working on a successful application for a major plan amendment in Scottsdale (in the face of a staff recommendation opposing), and defeating a planned density increase in Scottsdale. Despite a staff recommendation in favor, Mr. La Sota was successful in securing a 7 to 0 defeat of the proposal, which would have harmed Mr. La Sota's client.

Mr. La Sota currently has a lawsuit pending in the Court of Appeals challenging a decision made by the City of Tempe Board of Adjustment. Mr. La Sota also has a lawsuit pending in Maricopa County Superior Court challenging an abandonment by the City of Phoenix, and is involved in a number of other zoning cases as well.

Mr. La Sota also had extensive experience in planning and zoning matters from a governmental perspective while serving as Scottsdale Mayor Jim Lane's chief of staff.

Public contracts and procurement

Timothy La Sota has a number of years of experience in the area of procurement and other law related to public contracting. Mr. La Sota has handled or assisted with numerous bid protests and defenses of successful bids. This experience has occurred at the municipal and state level.

In addition to his work with regard to awarded contracts, Mr. La Sota has also assisted a number of private sector clients with various procurement processes, including preparing bids and ensuring those bids are responsive to the procurement.

Public official liability

Timothy La Sota was chosen by the Arizona State Senate and the Attorney General's Office to represent then Senate President Russell Pearce in a Section 1983 lawsuit filed by some members of the public who were removed from the state Senate building for unruly behavior.

Though Mr. La Sota's representation ended when he moved to Tiffany and Bosco from the Rose Law Group (Tiffany and Bosco was not on the outside counsel list for the Attorney General), he contributed significantly to the defense of Senate President Pearce. These efforts eventually led to the granting of a Motion for Summary Judgment by the federal district court in Senator Pearce's favor.

Additional clients who Mr. La Sota has represented in conjunction with their official duties include Pinal County Sheriff Paul Babeu (successful resolution of an investigation by the Arizona Attorney General's Office), Surprise Mayor Sharon Wolcott (successful defense of resign-to-run law complaint), Yuma Mayor Al Krieger (successful defense of conflict of interest investigation) and Cave Creek Councilman Adam Trenk.

Mr. La Sota has also provided legal advice relevant to this area of law to various individuals at Maricopa County and the Maricopa County Attorney's Office, and various school and fire districts.

Special Taxing District Law

Mr. La Sota is very familiar with a number of the special taxing districts in Title 48. Mr. La Sota has previously represented various fire districts. Mr. La Sota has also dealt extensively with the Maricopa County Flood Control District on behalf of clients.

Last session, Mr. La Sota spearheaded a successful effort to prevent a special taxing district from continuing to exist. House Bill 2559 would have extended the life of recreational corridor channelization districts, which was set to sunset July 1, 2015. The legislation was defeated on the House of Representatives floor twice. Defeat of this legislation involved significant research into the powers of special districts generally.

Mr. La Sota has also previously represented the Maricopa County Special Healthcare District, now known as Maricopa County Integrated Healthcare.

General Litigation

As the above descriptions show, Mr. La Sota has a wide range of experience in litigation.

In addition to the cases cited above, that have concluded or are pending, Mr. La Sota is currently involved in a multi-million dollar litigation against the Maricopa County Flood Control District and Department of Transportation. He has succeeded in defeating the County's Motion to Dismiss, and his Motion for Summary Judgment is currently pending.

Mr. La Sota has also represented a number of governmental entities over the years, including Pinal County on two matters. One involved a lawsuit filed in Pinal County Superior Court against the Pinal County School Superintendent and Board of Supervisors, and was ultimately voluntarily dismissed by the Plaintiff. *Anthony Gonzalez v. Jill Broussard, Pinal County School Superintendent and Pinal County*, No. CV2013-03150.

In the matter of *Broadway Realty and Trust, et al. v. Pima County Board of Supervisors, et al.*, Case No.: C20145528, Pima County Superior Court, Mr. La Sota was retained by the Pima County Attorney's Office to provide legal services to Pima County Supervisor Allyson Miller. Ms. Miller had been listed as a witness in this matter.

Mr. La Sota has handled numerous election and election law cases in Maricopa and Pinal County Superior Courts, and appeals in both the Arizona Court of Appeals and Arizona Supreme Court.

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

****PLEASE SEE ATTACHED****

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

TIMOTHY A. LA SOTA
2198 EAST CAMELBACK ROAD SUITE 305
PHOENIX, ARIZONA 85016
602-515-2649

Current Employment

Timothy A. La Sota, PLC
Principal
Firm specializes in government practice, including lobbying, election law, regulatory, administrative and licensing law, land use, and specialized litigation involving governmental entities as clients as well as adversaries. Act as counsel to the Arizona Republican party as well as to various elected officials, including members of Congress, mayors, statewide elected officials, and legislators.

Work Experience

Tiffany and Bosco, P.A.
Shareholder (June 2012-May 2015)
Led the firms' government practice, assisted clients in the areas of government relations, election law, regulatory and licensing law, procurement and land use. Acted as counsel to various elected officials and governmental entities on a wide variety of issues related to government operations and law.

Rose Law Group
Attorney (December 2010-June 2012)
Practiced in the areas of government relations, election law, procurement and land use. Led the firms' legislative efforts on behalf of various clients, including municipal government and development clients. Also assisted clients in land use and regulatory matters, and in matters dealing with public records and open meetings. Advised various mayors, mayoral candidates and council candidates on various matters related to operation of government and election law.

City of Scottsdale Mayor's Office
Chief of Staff to Mayor Jim Lane (January 2009-December 2010)
Supervised the Mayor's staff and acted as a liaison between the Mayor and City Council and city staff, advocating for the Mayor's agenda and ensuring that action taken by Council is implemented faithfully by city staff. Serve as top advisor to the Mayor on legislative matters and all city affairs.

Maricopa County Attorney's Office
Special Assistant County Attorney/Bureau Chief (January 2005-January 2009)
Served as lead lobbyist for the County Attorney's Office during the legislative session. Assisted the County Attorney and administration on matters of public policy, special projects and legal assignments, and was a key political advisor to the County Attorney on issues of office policy and political matters.

Education	**Arizona State University College of Law** *Cum Laude*	J.D., May 2000
	University of Colorado *Cum Laude*	B.S. Finance, May 1996
Community Activities More	General Counsel, Arizona Republican Party; Goodwill of Central Arizona, Past Secretary and current member of Executive Board of Directors; St. Thomas Society Past President; The Federalist Society Past President; State Bar of Arizona Appointments and CLE Committee, past member	
Personal	Lifelong Phoenix resident, wife Sonya and three children	

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PROFESSIONAL SERVICES CONTRACT

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

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

SECTION 1. PURPOSE AND SCOPE

1. Contractor will furnish to the Customer by this Contract Professional Service(s) listed in the Statement of Work of the ROQ.

2. All pricing quoted in Schedule A: Pricing Supplement is valid for the term of the Contract.

SECTION 2. TERM

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

SECTION 3. PRICING AND PAYMENT TERMS

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

SECTION 4. INSURANCE

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

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

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

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

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION

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

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

SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT

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

SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS

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

SECTION 11. DISPUTE RESOLUTION

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

SECTION 12. MISCELLANEOUS

a) **Assignability.** This contract is non-assignable in whole or in part by either party without the written consent of both parties.

b) **Authority of Signatory.** The individuals signing this Contract and any supplements, warrant that they have been duly authorized and vested with the power to do so on behalf of their entity.

c) **Beneficiaries.** This Contract shall inure solely to the benefit of Contractor and Customer, and shall create no rights in any other person or entity.

d) **Comparable Treatment.** All of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than the equivalent terms being offered by Contractor to any similar situated customer.

e) **Exhibits, Plats, Riders and Addenda.** All plats, riders, exhibits or addenda, if any, affixed to the Contract are a part hereof.

f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.

g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local ordinances and regulations.

h) **Headings.** The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.

i) **Incorporation of Documents.** All documents referred to in this Contract are hereby incorporated by reference into the Contract.

j) **Independent Contractor.** Contractor acknowledges that it is an independent Contractor; that it alone retains control of the manner of conducting its activities in furtherance of the Contract; that it as well as any persons or agents as it may employ are not employees of the Customer; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

k) **Retention of Records.** The Contractor and any Subcontractor shall keep and maintain all records related to the Contract as set forth in Section 3.2 of the Uniform Terms and Conditions.

l) **Severability.** If any part of the Contract shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Contract.

m) **Survival.** Not as a waiver of any remedies either party may be entitled to under this Contract, the "Indemnification", "Retention of Records", and "Dispute Resolution" provisions will survive the termination of the Contract.

n) **Time of Essence**. Under the authority of the Contract, both parties understand that time is of the essence.

o) **Waiver.** Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

p) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona as further described in Section 5-1 and 5-2 of the Uniform General Terms and Conditions.

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

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

CONTRACTOR

Timothy A. LaSota

By: Timothy A. LaSota

Title: Principal

Date: 4.8.16

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

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SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of $ 235 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.)*

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