



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.

Managing Partner

Authorized Signature

Title

Israel G. Torres

3/21/2016

Printed Name

Date

Torres Law Group, PLLC

602.626.8805

Company Name

Telephone

2239 W. Baseline Rd

Tempe, AZ 85283

Address

City, State, Zip

For clarification of this offer, contact:

Name: Laura Garcia

Phone: 602.626.8805

Fax: 602.626.8889

Email: Laura@TheTorresFirm.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

Signature

Approved as to form:

Pinal County Attorney's Office



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OFFER AND ACCEPTANCE FORM – Page 2

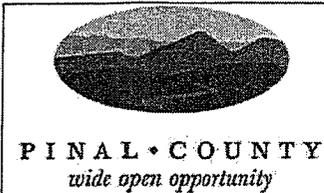
By signing the previous page of the Offer and Acceptance Form, Responder certifies:

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

Torres Law Group, PLLC

Firm

Authorized Signature



ROQ – 151721
Specialty Legal Services

Pinal County
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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:

Torres Law Group PLLC ("Contractor"), with its principal place of business at 2239 W. Baseline Rd Tempe Arizona 85283

AND

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

SECTION 1. PURPOSE AND SCOPE

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

SECTION 2. TERM

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

SECTION 3. PRICING AND PAYMENT TERMS

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

SECTION 4. INSURANCE

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

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

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



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

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION



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No action shall be maintained by Contractor, its successors or assigns, against Customer on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract.

SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT

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

SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS

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

SECTION 11. DISPUTE RESOLUTION

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

SECTION 12. MISCELLANEOUS

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



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- 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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ROQ – 151721
Specialty Legal Services

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

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

CONTRACTOR

By: Israel G. Torres, Torres Law Group, PLLC

Title: Managing Partner

Date: 03/21/2016

PINAL COUNTY

Todd House, Chairman
Board of Supervisors

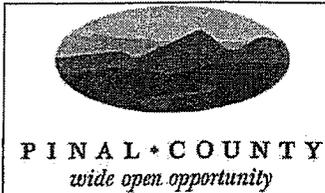
Date: 6/1/16

ATTEST:

Sheri Cluff
Clerk of the Board

Approved as to Form:

Chris Keller, Deputy County Attorney



ROQ – 151721
Specialty Legal Services

Pinal County
Finance Department
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SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ see table below for details 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.)

Position	Hourly Rate
Managing Partner/Senior Attorney	200
Senior Associate	185
Junior Associate	175
Law Clerk (JD)	125
Paralegal	75
Administrative	50

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

**RESPONSE TO
REVIEW OF QUALIFICATIONS (ROQ)
SOLICITATION No. ROQ-151721**

for

SPECIALTY LEGAL SERVICES

RESPONDER

**Israel G. Torres, Managing Partner
Torres Law Group, PLLC
2239 West Baseline Road, Tempe AZ 85283
Office (602) 626-8805
FAX (602) 626-8889**

SOLICITATION CONTACT PERSON

**Laura Garcia, Director of Operations 2239
West Baseline Road, Tempe AZ 85283
Laura@TheTorresFirm.com
Office (602) 626-8805
FAX (602) 626-8889**

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Letter of Submission

March 21, 2016

Ms. Lorina Gillette CPPB,

Please allow this document to serve as Torres Law Group's ROQ formal submission to provide specialty legal services as private counsel to the Pinal County Attorney's Office, Solicitation No. ROQ # 151721.

Our firm has a great deal of experience in appellate practice, election and voter registration law, labor and employment law, general governmental practice, as well as legislative matters and political law. Our team consists of myself, Partner James E. Barton II, and Associate Attorney Saman J. Golestan.

As the former Director of the Registrar of Contractors in Arizona and a former Member of the Governor's Cabinet, I understand the need for high caliber legal advocacy and representation that advances Arizona's interests. There, I issued over 12,000 orders and decisions that impacted over 52,000 contractors in the State of Arizona, while forming policy and advising both the Governor and the Arizona State Legislature.

Mr. Barton served as legal counsel to the Citizens Clean Elections Commission, the Arizona Secretary of State's Office, and the Arizona Independent Redistricting Commission as an Assistant Attorney General in the Arizona Solicitor General's Office. Mr. Barton has significant trial court experience representing the State of Arizona, political committees, employee associations and individuals before state and federal courts including the U.S. Supreme Court.

Mr. Golestan has experience with civil litigation appellate practice at the Ninth Circuit and regulatory and administrative experience with complaints filed before the Arizona Secretary of State's Office and the Citizens Clean Elections Commission. He has also had successes at the federal administrative level with the VA, Army and others.

I am confident that our combined experience of over 50 years in common and vital civil and regulatory practice areas will be a great fit to provide specialty legal services as private counsel to the Pinal County Attorney's Office. If I can answer any questions, please do not hesitate to contact me, or our primary contact for this matter:

Laura Garcia, Director of Operations
Laura@TheTorresFirm.com
602.626.8805

ROQ # 151721
Torres Law Group

ORIGINAL
03/21/2016

Very truly yours,

A handwritten signature in black ink, appearing to read "Israel G. Torres". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Israel G. Torres
Managing Partner



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Addendum Acknowledgement Form

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

ADDENDUM ACKNOWLEDGEMENT FORM

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

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

Please sign and date:

ADDENDUM NO. 1 Acknowledgement  3/21/2016
Signature Date

ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

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

Firm

Authorized Signature



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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?	Yes



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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.

Managing Partner

Authorized Signature

Title

Israel G. Torres

3/21/2016

Printed Name

Date

Torres Law Group, PLLC

602.626.8805

Company Name

Telephone

2239 W. Baseline Rd

Tempe, AZ 85283

Address

City, State, Zip

For clarification of this offer, contact:

Name: Laura Garcia Phone: 602.626.8805 Fax: 602.626.8889

Email: Laura@TheTorresFirm.com

ACCEPTANCE OF OFFER (For Pinal County Use Only)

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

The contract is for: Specialty Legal Services

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

Awarded this _____ day of _____ 2016.

Name (Print)

Title

Signature

Approved as to form:

Pinal County Attorney's Office



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OFFER AND ACCEPTANCE FORM – Page 2

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

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

Torres Law Group, PLLC

Firm

Authorized Signature



PINAL COUNTY
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**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: Israel G. Torres

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: Torres Law Group, PLLC

Mailing Address: 2239 W. Baseline Rd.

City: Tempe State: Arizona Zip Code: 85283

Representative Name: Laura Garcia Title: Director of Operations

Phone Number: 602.626.8805 Fax Number: 602.626.8889

Email Address: laura@therorresfirm.com

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

0 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: 11 years

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

If yes, identify who: _____

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p align="center">Response Form 1 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>
---	---	---

Liaison Phone: _____

Liaison Email Address: _____

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

2 Areas of Practice

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

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



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



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3 References

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

1. Company Name: Arizona Democratic Party
 Address: 2910 N. Central Ave. Phoenix, AZ 85012
 Contact Person: Alexis Tameron, Chair
 Phone: (602) 821-6677 Email Address: atameron@gmail.com
 Project Name: _____

2. Company Name: United Association of Plumbers and Pipefitters 469
 Address: 3109 N. 24th Street Phoenix AZ 85016
 Contact Person: Aaron Butler, UA469 Business Manager
 Phone: (602) 956-9350 Email Address: abutler@ualocal469.org
 Project Name: _____

3. Company Name: N/A
 Address: 6170 West Pierce Phoenix, Arizona 85043
 Contact Person: Alejandro Chavez
 Phone: (602) 754-1056 Email Address: alejchavez@gmail.com
 Project Name: _____

4. Company Name: N/A
 Address: 8520 E. Cactus Wren Rd
 Contact Person: Cat Dragon
 Phone: (480) 309-1741 Email Address: cat.dragon@scottsdalecc.edu
 Project Name: _____

5. Company Name: Quality Education and Jobs Committee
 Address: 2020 E 4th Street, Tucson, AZ 85719
 Contact Person: Ann-Eve Pedersen, Chairperson
 Phone: (520) 390-5693 Email Address: _____
 Project Name: _____



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Specialty Legal Services

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Florence, AZ 85132

4 Prior Experience

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

Appellate Practice

Mr. Barton has been counsel on record at the U.S. Supreme Court in *Ariz. Free Enterprise v. Bennett*, 131 S. Ct. 2806 (2011), defending provisions of the Clean Elections Act while in the Arizona Attorney General's Office. He drafted the arguments presented and has appeared before the Arizona Supreme Court. He has litigated cases before the Ninth and DC Circuit Courts of Appeals on various election law and constitutional law matters on behalf of the State of Arizona and private clients including ballot initiative committees. Currently, he is representing City of Tucson Councilmembers in their official capacities as real parties in interest before the Court of Appeals in a challenge to the City of Tucson's City Council Hybrid Election system.

Mr. Golestan has drafted and filed a brief before the Ninth Circuit in *TCLG v. NASA*, a Freedom of Information Act case filed in 2015 on behalf of the Florida Pipe Trades. He has pretrial practice experience at Arizona District Court and experience with dozens of administrative appeals in state and federal agencies.

Election and Voter Registration Law

Mr. Barton has extensive experience advising clients on compliance with state and federal elections laws. He has litigated cases before the Arizona Supreme Court representing Quality Education and Jobs and Transportation and Infrastructure Committees. He has appeared as counsel before the Arizona Secretary of State and argued before the Citizens Clean Elections Commission dozens of times. Mr. Barton also represents political committees and ballot initiative committees, providing campaign finance and political entity formation advice. During his time at the Attorney General's Office he represented the State of Arizona as counsel of record before the United State Supreme Court in *Ariz. Free Enterprise v. Bennett*, 131 S. Ct. 2806 (2011) defending the Clean Elections Act.

Mr. Golestan has experience in pretrial elections practice on nomination petition and signature challenges. Mr. Golestan also filed complaints and other inquires on behalf of Arizona voters before the Secretary of State's Office and the Citizen Clean Election Commission for violations of campaign finance, registration, and reporting requirements.

General Governmental Practice

Mr. Barton while Assistant Attorney General advised Arizona State Agencies including the Citizens Clean Elections Commission, the Secretary of State's Office and the Arizona Independent Redistricting Committee on compliance with state and federal law, including the Voting Rights Act, Arizona's open meeting law and Arizona's public records law. Currently at TLG, Mr. Barton advises municipal clients in a variety of legal matters including open meeting law and public records compliance, administrative law and general commercial litigation.

Labor and Employment

Mr. Barton represents individuals who have been retaliated against by their employer and cases where employers had violated employees due process rights. Mr. Barton also represents employee associations and unions who seek to enforce wage and hour laws. In this context he has litigated FOIA cases with various federal agencies and ultimately assists federal agencies in the elimination of fraud and abuse when violations are uncovered and reported to the Department of Labor.

Mr. Golestan has advised and represented clients on issues of state and federal laws relating to employment, wage and hour laws. He has represented employees at Maricopa County Community College District with regard to their due process rights in employment, in addition to advising clients on the Fair Labor Standards Act, Davis Bacon, and the state minimum wage laws. Mr. Golestan also represents some of the largest employee associations in Arizona in the monitoring and enforcement of federal wage and hour laws and has been successful in uncovering violations and back wages for these employees.

Legislative Matters

Mr. Barton has experience advising state agencies and political subdivisions on legislative including recommending positions on pending legislation, legislative strategy, and advising for rulemaking based on legislation. Mr. Barton has advised private entities including ballot initiate committees such as the Quality Education and Jobs Committee on substantive and procedural legal issues, and has drafted citizen initiatives ensuring compliance with the Legislative Council's rules



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Response Form 1
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Mr. Golestan has experience with state and federal agencies providing formal comment in notice and rulemaking proceedings for clients, proposing rulemaking based on legislation and filing citizen complaints based on violations of state code and the rules promulgated by state agencies. He also has worked with ballot initiative committees and drafted initiative language so it adheres to the Legislative Council's rules.

Note: Please see attached resume for additional details on experience, awards, and significant achievements.

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)

Please see the resumes of Managing Partner Israel G. Torres, Partner James E. Barton II, and Associate Saman J. Golestan attached.



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

ISRAEL G. TORRES

2239 W. BASELINE RD., TEMPE, AZ 85283 (602) 626-8805, ISRAEL@THETORRESFIRM.COM

EDUCATION

Construction Management Certificate

Arizona State University, Tempe, AZ 2007

Juris Doctorate

University of New Mexico School of Law 1999

Albuquerque, NM

Licensed to Practice Law in Arizona: Bar # 020303

Bachelor of Arts, Major: Political Science

Arizona State University, Tempe, AZ 1994

ACHEIVEMENTS

Torres Consulting & Law Group has been recognized by the Phoenix Business Journal as one of the Best Places to Work in the Valley in Both 2011 and 2015

2013 Entrepreneur of the Year, Arizona Hispanic Chamber Of Commerce

2009 Torres Consulting & Law Group Named Service Firm of the Year, Minority Enterprise Development, Operated by the Arizona Hispanic Chamber of Commerce

2008 Recipient of the Hispanic Leadership Institute's Daniel R. Ortega, Jr. Public Service Award

2006 Arizona Democratic Primary and was Elected as the Democratic Nominee for Arizona's Second Highest Constitutional Office - Arizona Secretary of State

2006 Recipient of the Area Agency on Aging's Caring Spirit Community Award of Excellence for Developing Initiatives Targeted to Assisting and Protecting Seniors

2006 Man of the Year, Arizona Hispanic Chamber of Commerce

2006 Young Alumni Achievement Award, Arizona State University's Alumni Association

2005 Inducted into Arizona State University's College of Liberal Arts and Sciences Hall Of Fame, Honoring Success in Earning Leadership Positions at the Top Levels of State Government and Commitment in Giving Back to the Community

EXPERIENCE

Managing Partner, Torres Consulting & Law Group, LLC, 2006 - Present

Founder, Principle attorney and consultant for government relations, wage compliance, campaign finance and labor law; serving clients in a variety of sectors and industries; consulting expertise focuses on coalition building, stakeholder and decision maker persuasion, and strategic contacts; attorney focusing on construction, real estate and contractor licensing legal issues. Speaker at conferences nationwide and focuses on compliance related legal and consulting work. Provides compliance trainings and frequently called as experts to discuss compliance related matters.

Director, Arizona Registrar of Contractors, 2003 – 2006

Member of Arizona Gov. Napolitano's cabinet, responsible for 11 statewide offices and \$16 million budget; chief regulator of Arizona construction industry: 52,000 commercial and residential contractors; primary lobbyist for the agency; launched first-time consumer, construction fraud education and community service initiatives at the agency. Reformed the ROC's mission and brought innovation and service enhancements to the state's 52,000 licensed residential and commercial contractors, while developing first-time consumer initiatives to protect homeowners and seniors statewide.

Administrator/Management Assistant III, City of Phoenix Planning Department, Chief of Staff, Councilman Greg Stanton, 2000 – 2003

Hearing Officer for zoning adjustment cases; provided City Council reports, briefings and presentations; coordinated with neighborhood groups regarding zoning adjustment processes; worked closely with neighborhood groups on zoning/development disputes in district with 175,000 constituents; managed the activities of District 6 office staff; briefed and advised elected officials and made policy recommendations as required.

Program Director, Arizona Hispanic Chamber of Commerce/US Department of Transportation, 1994 – 1996

Administered U.S. Department of Transportation (DOT) Business Development Grant in five-state region to increase minority business procurement in federal and state government contracts; worked closely with federal, state, county, and city officials related to small business procurement and effective intergovernmental relations; built partnerships with small minority contractors and trade associations related to small business procurement and effective program outreach; organized and provided DOT training and procurement symposiums throughout the western U.S.

VOLUNTEER EXPERIENCE

Serves on the boards of directors for the Children's Action Alliance, Arizona

Consumers' Council and the Arizona Hispanic Chamber of Commerce

Zoning Adjustment Hearing Officer, City of Phoenix

Former President of the National Association of State Contractor Licensing Agencies

Friendly House

Chris-Town YMCA

Former Adjunct Professor in the Maricopa Community College System

Litigation

- *Transp. Infrastructure Moving Ariz.'s Econ. v. Brewer*, 219 Ariz. 207 (2008). Developed the factual record and prepared expert witnesses.
- *Jenkins v. Hale*, 218 Ariz. 561 (2008). Contributed to the complaint and appeal. Resulted in defeating the challenge to Senator Hale's position on the ballot.
- Delivered opening and closing arguments and examined witnesses in trials concerning nomination petitions.
- Coordinated discovery and negotiated settlements in construction defect cases.
- Took and defended depositions in construction defect and product liability cases.

Client Advice

- Assisted various initiative committees in their formation and provided advice on compliance with disclosure and campaign finance laws.
- Advised political parties on establishing independent expenditure committees.
- Advised candidates on compliance with the Clean Elections Act.

LEGAL EXPERIENCE (CONT.)

Arizona Supreme Court **Phoenix, AZ** Aug. 2005 – Aug. 2006
Law Clerk: provided legal research for Chief Justice Ruth McGregor.

Federal Public Defender's Office: **Phoenix, AZ** Jan. 2005 – May 2005
Law Clerk: researched on-going death penalty appeals.

Perkins Coie Brown & Bain **Phoenix, AZ** May 2004 – Aug. 2004
Summer Associate: provided legal research for commercial litigation.

SRP, Regulatory Affairs **Phoenix, AZ** May 2003 – Aug. 2003
Summer Intern: monitored the activities of the Federal Energy Regulatory Commission.

NON-LEGAL EXPERIENCE

Management

- Supervised those operating and maintaining nuclear power plants.
- Managed quality control systems for reactor protection and radioactive material.

Presentation

- Delivered training to election officials, lawyers, high school students, and engineers.
- Developed training programs for chemistry, industrial safety, and capital appeals.

Westwind Group, Inc. **Oswego, NY** Aug. 2001 – June 2002
Humanities & Sciences Institute **Phoenix, AZ** Aug. 2000 – Aug. 2001
General Public Utilities **Forked River, NJ** June 1998 – July 2000
United States Navy **Groton, CT** June 1993 – June 1998

VOLUNTEER WORK

US DOL Employee Misclassification Compliance Assistance Program: working group member since 2014

Legal Service Committee of State Bar: Co-chair, member since 2012.

Sexual Orientation and Gender Identity Committee of State Bar: member since 2012.

GLAD: Past Treasurer of national organization within the Christian Church (Disciples of Christ) promoting rights for the LGBT community since 2010.

Waymark Gardens: Past board president of 150 unit HUD project serving the elderly.

AWARDS

Rising Star, Super Lawyers 2014, 2015

Emerging Star Award, Solicitor General's Office, 2011

Award of Merit, National Center for Missing & Exploited Children, 2007

Order of the Coif, Arizona State University College of Law, 2005

Order of the Barrister, Arizona State University College of Law, 2005

Navy Achievement Medal, United States Navy, 1997, 1998

Saman J. Golestan

627 S. Buena Vista Avenue Gilbert, AZ 85296 · Phone: (480) 628-2194 · Email: sjgolestan@gmail.com

EDUCATION

Arizona State University **Tempe, AZ**
Juris Doctor, 2014

Arizona State University **Tempe, AZ**
Bachelor of Arts, Journalism, 2011 *Cum Laude*
Bachelor of Arts, Political Science, 2011 *Barrett Honors Graduate*

LEGAL EXPERIENCE

Torres Law Group, PLLC **Tempe, AZ** 1/2014 – present,
6/2013-8/2013

Associate Attorney / Law Clerk: civil litigation practice focuses employee rights litigation, including preventing and attacking wage theft, in addition political and campaign finance law.

- Authored brief for pending case before the 9th Circuit Federal Court of Appeals; drafted motions for the Arizona District Court in employment and labor cases seeking to protect workers from wage theft
- Drafted dozens of federal agency administrative appeals, demand letters and correspondence with various federal agencies including DOE, VA, Army, Navy, HUD, DOI and others
- Authored elections and campaign finance complaints in state court and before state regulatory bodies including the Arizona Secretary of State's Office and Citizen's Clean Elections Commission
- Extensive research into federal agency regulations, formal notice and comment matters in the Federal Register; drafted formal Comments and Reply Comments on pending FCC regulations
- Monitored and tracked legislation in the Arizona Legislature; drafting substantive legislative proposals and recommendations on revisions to Arizona Elections Code

National Public Radio Office of General Counsel **Washington D.C.** 9/2013-12/2013

Law Clerk: media law, constitutional law and international law

- Conducted extensive research and writing on First Amendment issues including the Espionage Act, SPEECH Act, reporter shield laws, and libel laws
- Researched and authored memoranda on then-current and upcoming FCC, FTC, and FAA regulations
- Conducted libel and defamation reviews of news content
- Monitored and tracked pending legislation, congressional committees, federal agency regulations

Office of Congresswoman Kyrsten Sinema **Washington D.C.** 9/2013-12/2013

Legal Fellow: legislative affairs

- Drafted legal memoranda about pending legislation, conducted extensive legislative history research and statutory interpretation analysis
- Researched and investigated alternatives for legislation on domestic and foreign policy matters
- Attended briefings and meetings with Representatives, advocates, and citizen groups
- Managed constituent correspondence via email and telephone

Rosenstein Law Group Tempe, AZ 8/2012-5/2013
Law Clerk: criminal defense

- Conducted extensive DUI defense research, authored dozens of pre-trial motions to dismiss and motions for summary judgment for Arizona Justice Courts, Superior Courts, and Supreme Court
- Authored demand letters, deviation requests, settlement letters
- Developed trial strategies, created trial exhibits, and attended trials with lead counsel
- Managed legal blog and online presence for various firm websites

Friedl Richardson Phoenix, AZ 5/2012-8/2012
Law Clerk: plaintiff's personal injury

- Participated in depositions, arbitrations, mediations, and settlement conferences
- Conducted extensive legal research, authored motions and demand letters

**LEGAL EXPERIENCE
(CONT.)**

United States Bankruptcy Court for the District of Arizona Phoenix, AZ 6/2013-9/2013
Friend of the Court: bankruptcy

- Advocated on the record as a Friend of the Court and made independent recommendations to the Court on reaffirmations
- Conducted interviews and advised petitioners before their court appearances

**NON-LEGAL
EXPERIENCE**

ABC15 – KNXV Tempe, AZ 08/2010-12/2010
Residential Life at Arizona State University Tempe, AZ 08/2008-05/2010
Vector Marketing Phoenix, AZ 05/2007-08/2008

VOLUNTEER WORK

Executive Moot Court Board at ASU College of Law: Managed, planned, and directed internal and external competitions for law students to cultivate skills necessary for legal practice.
ASU4Food: Created, managed, planned and developed ASU service organization dedicated to the issue of hunger in Arizona, developed lasting campus-wide ASU traditions that continue today.
Sun Devil Mock Trial: Taught students trial advocacy, rule of evidence and courtroom demeanor. Mentored students to build and develop case theories, themes and legal arguments.

AWARDS

Order of Barristers, Arizona State University College of Law, 2014
Spirit of Service Scholar, Arizona State University, 2012-2013
Jenckes Cup Closing Argument Competition Semi-Finalist, 2012
Jenckes Cup Closing Argument All-State Competition, Finalist, 2011
Jenckes Cup Closing Argument Competition, First Place, Arizona State, 2011
Ronald Jay Cohen Excellence in Advocacy, 2011
Outstanding Attorney Awards, American Mock Trial Association 2007-2011

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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:

Torres Law Group PLLC ("Contractor"), with its principal place of business at 2239 W. Baseline Rd Tempe Arizona 85283

AND

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

SECTION 1. PURPOSE AND SCOPE

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

SECTION 2. TERM

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

SECTION 3. PRICING AND PAYMENT TERMS

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

SECTION 4. INSURANCE

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

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

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



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

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

SECTION 5. SUBCONTRACTOR INSURANCE

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. NOTICE OF CLAIM

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

SECTION 8. CLAIMS/LIMITATION OF ACTION



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No action shall be maintained by Contractor, its successors or assigns, against Customer on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract.

SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT

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

SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS

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

SECTION 11. DISPUTE RESOLUTION

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

SECTION 12. MISCELLANEOUS

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



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- 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

By: Israel G. Torres, Torres Law Group, PLLC

Title: Managing Partner

Date: 03/21/2016

PINAL COUNTY

Todd House, Chairman
Board of Supervisors

Date: _____

ATTEST:

Sheri Cluff
Clerk of the Board

Approved as to Form:

Chris Keller, Deputy County Attorney



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SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ see table below for details 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.)*

Position	Hourly Rate
Managing Partner/Senior Attorney	200
Senior Associate	185
Junior Associate	175
Law Clerk (JD)	125
Paralegal	75
Administrative	50

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