SERIAL 13102 ROQ OUTSIDE LEGAL SERVICES

DATE OF LAST REVISION: July 21, 2014 **CONTRACT END DATE: November 30, 2016**

CONTRACT PERIOD THROUGH NOVEMBER 30, 2016

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **OUTSIDE LEGAL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 06, 2013.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____
Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

AS/**ub**
Attach

Copy to: Office of Procurement Services
Doug Irish, County Attorney
Pauline Hecker, Risk Management

(Please remove Serial 10009-S from your contract notebooks)

BERRY LAW GROUP PLLC, 1850 N CENTRAL AVE, STE 1150, PHOENIX, AZ 85004
~~BERRY & BRANCH PLLC, 343 W. ROOSEVELT STREET, STE 100, PHOENIX, AZ 85003~~

COMPANY NAME:	**Berry Law Group PLLC** ~~Berry & Branch P .L.L.C.~~
DOING BUSINESS AS (DBA) NAME:	N/A
MAILING ADDRESS:	**1850 N Central Ave, Ste 1150** ~~343 W. Roosevelt St. Suite 100~~
P.O ADDRESS:	Phoenix, AZ **85003** ~~85003~~
TELEPHONE NUMBER:	602/462-1141
FACSIMILE NUMBER:	
REPRESENTATIVE TELEPHONE NUMBER:	602/462-1151
WEB SITE:	www.berryandbranch.com
REPRESENTATIVE NAME:	Christopher J. Berry
REPRESENTATIVE E-MAIL:	cberry@berryandbranch.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	

☑ NET 30 DAYS

AREAS OF PRACTICE		RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.2).			
		YES	NO
Appellate Practice;		X	
Collections and Bankruptcy;		X	
Commercial Transactions and Litigation;		X	
Construction Litigation;		X	
Tort Liability;		X	
Section 1983 Civil Rights Defense;		X	
Public Official Liability;		X	

ITEM DESCRIPTION

	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
Senior Partner (16 plus)	$ 275.00	per hour	$250.00
Partner (10 - 16)	$ 225.00	per hour	$190.00
Senior Associate (5 - 10)	$ 200.00	per hour	$150.00
Associate (0 - 5)	$ 150.00	per hour	$120.00
Paralegal	$ 80.00	per hour	$60.00
Nurse Practitioner Assistant	$ 80.00	per hour	$60.00

BERRY LAW GROUP PLLC, 1850 N CENTRAL AVE, STE 1150, PHOENIX, AZ 85004
~~BERRY & BRANCH PLLC, 343 W. ROOSEVELT STREET, STE 100, PHOENIX, AZ 85003~~

Please indicate whether you would consider alternative fee agreements, rather than a strictly hourly rate basis, on specific matters or cases referred to you by the County. YES

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Christopher J. Berry, Managing Member
PRINTED NAME AND TITLE

SIGNATURE

Nov 19, 2013
DATE

PRICING SHEET: NIGP CODE 96149

Vendor Number:	2011004252 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **November 30, 2016**.

CHRISTIAN, DICTER & SLUGA P.C. 2700 NORTH CENTRAL AVENUE, SUITE 1200, PHOENIX, AZ 85004

COMPANY NAME:	CHRISTIAN, DICTER & SLUGA P.C
DOING BUSINESS AS (DBA) NAME:	CHRISTIAN DICHTER & SLUGA, P.C.
MAILING ADDRESS:	2700 N Central Avenue #1200, Phoenix, AZ 85004
REMIT TO ADDRESS:	2700 NORTH CENTRAL AVENUE
TELEPHONE NUMBER:	602/792-1700
FACSIMILE NUMBER:	602/792-1710
WEB SITE:	www.cdslawfirm.com
REPRESENTATIVE NAME:	Stephen M. Dichter
REPRESENTATIVE TELEPHONE NUMBER:	602-253-5808
REPRESENTATIVE E-MAIL:	sdichter@hcdslaw.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	

☑ NET 30 DAYS

AREAS OF PRACTICE		RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.2).			
		YES	NO
Appellate Practice;		X	
Attorney Conduct and Professionalism;		X	
Commercial Transactions and Litigation;		X	
Construction Litigation;		X	
General Governmental Practice (open meetings, public records, budget law, etc.);		X	
Tort Liability;		X	
Insurance Contracts;		X	
Employment;		X	
Legislative Matters;		X	
Medical Malpractice;		X	
Public Contracts and Procurement;		X	
Public Fiduciary;		X	
Public Official Liability;		X	

ITEM DESCRIPTION

	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
Senior Partner (16 plus)	$ 275.00	per hour	$275.00
Partner (10 - 16)	$ 225.00	per hour	$225.00

CHRISTIAN, DICTER & SLUGA P.C. 2700 NORTH CENTRAL AVENUE, SUITE 1200, PHOENIX, AZ 85004

Senior Associate (5 - 10)	$	200.00	per hour	$200.00
Associate (0 - 5)	$	150.00	per hour	$150.00
Paralegal	$	80.00	per hour	$80.00
Nurse Practitioner Assistant	$	80.00	per hour	$80.00

Please indicate whether you would consider alternative fee agreements, rather than a strictly hourly rate basis, on specific matters or cases referred to you by the County. YES

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

STEPHEN M. DICHTER
PRINTED NAME AND TITLE

SIGNATURE

11-4-13
DATE

PRICING SHEET: NIGP CODE 96149

Vendor Number:	2011004249 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **November 30, 2016**.

JARDINE BAKER HICKMAN & HOUSTON P.L.L.C., 3300 NORTH CENTRAL AVENUE, SUITE 2600, PHOENIX, AZ 85012

COMPANY NAME:	JARDINE BAKER HICKMAN & HOUSTON P.L.L.C
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	3300 NORTH CENTRAL AVENUE, SUITE 2600,
REMIT TO ADDRESS:	PHOENIX, AZ 85012
TELEPHONE NUMBER:	602/200-9777
FACSIMILE NUMBER:	602/200-8114
WEB SITE:	www.jbhhlaw.com
REPRESENTATIVE NAME:	Stephen C. Baker
REPRESENTATIVE TELEPHONE NUMBER:	
REPRESENTATIVE E-MAIL:	sbaker@jbhhlaw.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	

☑ NET 30 DAYS

AREAS OF PRACTICE		RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.2).			
		YES	NO
Appellate Practice;		X	
Attorney Conduct and Professionalism;		X	
Commercial Transactions and Litigation;		X	
Construction Litigation;		X	
Tort Liability;		X	
Health Care, including Public Health and Employee Coverage Issues;		X	
Insurance Contracts;		X	
Intellectual Property;		X	
Employment;		X	
Medical Malpractice;		X	
Mental Health;		X	
Section 1983 Civil Rights Defense;		X	
Public Fiduciary;		X	
Public Official Liability;		X	
Road, Building, Design and Construction or Maintenance Liability;		X	
Workers Compensation issues.		X	

JARDINE BAKER HICKMAN & HOUSTON P.L.L.C., 3300 NORTH CENTRAL AVENUE, SUITE 2600, PHOENIX, AZ 85012

ITEM DESCRIPTION ***GENERAL LITIGATION PRICING***

	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
Senior Partner (16 plus)	$ 275.00	per hour	$185.00
Partner (10 - 16)	$ 225.00	per hour	$185.00
Senior Associate (5 - 10)	$ 200.00	per hour	$185.00
Associate (0 - 5)	$ 150.00	per hour	$140.00
Paralegal	$ 80.00	per hour	$80.00
Nurse Practitioner Assistant	$ 80.00	per hour	$80.00

Please indicate whether you would consider alternative fee agreements, rather than a strictly hourly rate basis, on specific matters or cases referred to you by the County. no

ITEM DESCRIPTION ***WORKERS COMPENSATION PRICING***

	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
Senior Partner (16 plus)	$ 275.00	per hour	$135.00
Partner (10 - 16)	$ 225.00	per hour	$135.00
Senior Associate (5 - 10)	$ 200.00	per hour	$135.00
Associate (0 - 5)	$ 150.00	per hour	$135.00
Paralegal	$ 80.00	per hour	$80.00
Nurse Practitioner Assistant	$ 80.00	per hour	$80.00

Please indicate whether you would consider alternative fee agreements, rather than a strictly hourly rate basis, on specific matters or cases referred to you by the County. YES

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Stephen C. Baker, Founding Member
PRINTED NAME AND TITLE

SIGNATURE

11/18/2013
DATE

JARDINE BAKER HICKMAN & HOUSTON P.L.L.C., 3300 NORTH CENTRAL AVENUE, SUITE 2600, PHOENIX, AZ 85012

PRICING SHEET: NIGP CODE 96149

Vendor Number:	2011004250 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **November 30, 2016**.

SCHNEIDER & ONOFRY P.C., 3101 NORTH CENTRAL AVENUE SUITE 600, PHOENIX, AZ 85012

COMPANY NAME:	Schneider & Onofry P.C.
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	3101 North Central Avenue Suite 600
REMIT TO ADDRESS:	Phoenix, AZ 85012
TELEPHONE NUMBER:	602/230-8857
FACSIMILE NUMBER:	602/230-8985
WEB SITE:	www.soarizonalaw.com
REPRESENTATIVE NAME:	Jon D. Schneider, Managing Partner
REPRESENTATIVE E-MAIL:	jschneider@soarizonalaw.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	

☑ NET 30 DAYS

AREAS OF PRACTICE		RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.2).			
		YES	NO
Appellate Practice;		X	
Attorney Conduct and Professionalism;		X	
Collections and Bankruptcy;		X	
Commercial Transactions and Litigation;		X	
Construction Litigation;		X	
Election Law;		X	
General Governmental Practice (open meetings, public records, budget law, etc.);		X	
Tort Liability;		X	
Insurance Contracts;		X	
Intellectual Property;		X	
Employment;		X	
Land Use;		X	
Medical Malpractice;		X	
Real Estate Transactions:		X	
Section 1983 Civil Rights Defense;		X	
Public Contracts and Procurement;		X	
Public Official Liability;		X	
Road, Building, Design and Construction or Maintenance Liability;		X	
Workers Compensation issues.		X	

SCHNEIDER & ONOFRY P.C., 3101 NORTH CENTRAL AVENUE SUITE 600, PHOENIX, AZ 85012

ITEM DESCRIPTION

	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
Senior Partner (16 plus)	$ 275.00	per hour	$225.00
Partner (10 - 16)	$ 225.00	per hour	$200.00
Senior Associate (5 - 10)	$ 200.00	per hour	$190.00
Associate (0 - 5)	$ 150.00	per hour	$150.00
Paralegal	$ 80.00	per hour	$75.00
Nurse Practitioner Assistant	$ 80.00	per hour	$80.00

Please indicate whether you would consider alternative fee agreements, rather than a strictly hourly rate basis, on specific matters or cases referred to you by the County. YES

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Jon D. Schneider, Managing Partner
PRINTED NAME AND TITLE

SIGNATURE

11/14/13
DATE

PRICING SHEET: NIGP CODE 96149

Vendor Number: 2011004251 0

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2016**.

SQUIRE SANDERS (US) LLP, 1 E. WASHINGTON STREET, SUITE 2700, PHOENIX, AZ 85004

COMPANY NAME:	SQUIRE SANDERS (US) LLP
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	1 E. Washington Street, Suite 2700
REMIT TO ADDRESS:	PHOENIX, AZ 85004
TELEPHONE NUMBER:	602/528-4031
FACSIMILE NUMBER:	602/253-8129
WEB SITE:	www.squiresanders.com
REPRESENTATIVE NAME:	Timothy E. Pickrell, Partner
REPRESENTATIVE E-MAIL:	timothy.pickrell@squiresanders.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	

☑ NET 30 DAYS

AREAS OF PRACTICE		RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.2).			
		YES	NO
Bond and Disclosure Counsel;		X	
General Governmental Practice (open meetings, public records, budget law, etc.);		X	

ITEM DESCRIPTION

	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
Senior Partner (16 plus)	$ 275.00	per hour	$275.00
Partner (10 - 16)	$ 225.00	per hour	$225.00
Senior Associate (5 - 10)	$ 200.00	per hour	$200.00
Associate (0 - 5)	$ 150.00	per hour	$150.00
Paralegal	$ 80.00	per hour	$80.00
Nurse Practitioner Assistant	$ 80.00	per hour	$80.00

Please indicate whether you would consider alternative fee agreements, rather than a strictly hourly rate basis, on specific matters or cases referred to you by the County. YES

SQUIRE SANDERS (US) LLP, 1 E. WASHINGTON STREET, SUITE 2700, PHOENIX, AZ 85004

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Timothy E. Pickrell, Partner
PRINTED NAME AND TITLE

SIGNATURE

November 19, 2013
DATE

PRICING SHEET: NIGP CODE 96149

Vendor Number:	2011004248 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **November 30, 2016**.

THE LAW OFFICES OF DIANE M. MILLER, PLLC, 815 N. 1ST AVENUE, SUITE2, PHOENIX, AZ 85003

COMPANY NAME:	The Law Offices of Diane M. Miller, PLLC
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	815 N. 1st Avenue, Suite2
REMIT TO ADDRESS:	Phoenix, AZ 85003
TELEPHONE NUMBER:	602/354-5251
FACSIMILE NUMBER:	602/354-5265
WEB SITE:	www.DianeMillerLaw.com
REPRESENTATIVE NAME:	Diane M. Miller
REPRESENTATIVE E-MAIL:	DM@DianeMillerLaw.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	

☑ NET 30 DAYS

AREAS OF PRACTICE		RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.2).			
		YES	NO
Appellate Practice;		X	
Eminent Domain and Relocation;		X	

ITEM DESCRIPTION

	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
Senior Partner (16 plus)	$ 275.00	per hour	$275.00
Partner (10 - 16)	$ 225.00	per hour	$225.00
Senior Associate (5 - 10)	$ 200.00	per hour	$200.00
Associate (0 - 5)	$ 150.00	per hour	$150.00
Paralegal	$ 80.00	per hour	$80.00
Nurse Practitioner Assistant	$ 80.00	per hour	$

Please indicate whether you would consider alternative fee agreements, rather than a strictly hourly rate basis, on specific matters or cases referred to you by the County. YES

THE LAW OFFICES OF DIANE M. MILLER, PLLC, 815 N. 1ST AVENUE, SUITE2, PHOENIX, AZ 85003

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

Diane M. Miller, Owner
PRINTED NAME AND TITLE

SIGNATURE

11-18-13
DATE

PRICING SHEET: NIGP CODE 96149

Vendor Number:	2011001566 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **November 30, 2016**.

WALKER PESKIND, PLLC, SGA CORPORATE CENTER, 16100 N. 71ST STREET, SUITE 140, SCOTTSDALE, AZ 85254

COMPANY NAME:	Walker & Peskind, PLLC
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	16100 N. 71st Street, Suite 140, Scottsdale, AZ 85254
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	480/483-6336
FACSIMILE NUMBER:	480/483-6337
WEB SITE:	www.azlawpartner.com
REPRESENTATIVE NAME:	Richard K. Walker
REPRESENTATIVE E-MAIL:	rkw@azlawpartner.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	

☑ NET 20 DAYS

AREAS OF PRACTICE		RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.2).			
		YES	NO
Appellate Practice;		X	
Attorney Conduct and Professionalism;		X	
Commercial Transactions and Litigation;		X	
Construction Litigation;		X	
Intellectual Property;		X	
Employment;		X	
Land Use;		X	
Real Estate Transactions:		X	
Section 1983 Civil Rights Defense;		X	
Road, Building, Design and Construction or Maintenance Liability;		X	

ITEM DESCRIPTION

	MAXIMUM HOURLY RATE		FIRMS PROPOSED HOURLY RATES SHALL NOT EXCEED MAXIMUM RATES LISTED
Senior Partner (16 plus)	$ 275.00	per hour	$275.00
Partner (10 - 16)	$ 225.00	per hour	$225.00
Senior Associate (5 - 10)	$ 200.00	per hour	$200.00
Associate (0 - 5)	$ 150.00	per hour	$150.00
Paralegal	$ 80.00	per hour	$80.00

WALKER PESKIND, PLLC, SGA CORPORATE CENTER, 16100 N. 71ST STREET, SUITE 140, SCOTTSDALE, AZ 85254

Nurse Practitioner Assistant	$	80.00	per hour	$80.00

Please indicate whether you would consider alternative fee agreements, rather than a strictly hourly rate basis, on specific matters or cases referred to you by the County. YES

BY SIGNING BELOW FIRM ACKNOWLEDGES AND ACCEPTS THE ABOVE COMPENSATION

RICHARD K. WALKR, CHARIMAN
PRINTED NAME AND TITLE

SIGNATURE

DATE 11/18/2013

PRICING SHEET: NIGP CODE 96149

Vendor Number:	2011002046 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **November 30, 2016**.

OUTSIDE LEGAL SERVICE

1.0 **INTENT:**

Maricopa County, on behalf of its "elected and appointed executives and officials of the County, their employees and agents, in their respective official capacities,"(hereafter, "County") intends to select private counsel to provide legal services in support of the County Attorney (and where applicable the Administrator of the County's Self-Insured Trust) in various fields. Some of these practice areas will involve the County as a party to litigation, and the incident handled may be one for which the County could be wholly or partially self-insured with various retention levels. Other practice areas require occasional outside legal services in a specific matter in which there is a need to supplement the services available in the County Attorney's Office. To this end, the County will enter into an agreement with qualified Counsel who, from time to time, may be called upon to provide legal services regarding a specific matter or case according to the terms, including negotiated agreements, as discussed in the agreement.

This will be a Contract for Professional Services pursuant to Section MC1-355(D) (3) of the Maricopa County Procurement Code. It is a requirements contract. No guarantees are made by the County as to any, or the quantity of, "work" that may be assigned. In selecting private counsel with whom to enter into the agreement from among those firms whose responses meet the required qualifications, and in the assignment of cases or matters to contracted firms, no partiality or preference in the selection will be given based upon or affected by political contributions or support provided or not provided by private counsel or their clients.

DEFINITION OF KEY TERMS:

"COUNSEL" means any Person who has a Contract with a County Governmental unit. Counsel may also mean Respondent, Vendor or Contractor.

"PERSON" means any firm, corporation, Business, individual, union, committee, club, other organization or group of individuals.

"AUTHORIZED COUNTY REPRESENTATIVE" means the Procurement Officer assigned to oversee the finalized contract from the Office of Procurement Services.

"CONTRACT ADMINISTRATOR" means the representative from the individual departments utilizing the finalized contract.

2.0 **SCOPE OF WORK:**

2.1 Statements of Qualification will be considered for the full range of practice areas related to the needs of COUNTY government, including*, but not limited to*: (Respondents shall self-identify areas of practice in BidSync vendor self-services, See Exhibit 3).

Appellate practice;
Attorney conduct and professionalism;
Bond and disclosure counsel;
Collections and bankruptcy;
Commercial transactions and litigation;
Construction litigation;
Election law;
Eminent domain and relocation;
Environmental law;
General governmental practice (open meetings, public records, budget law, etc.);
Tort liability;
Health care, including public health and employee benefit coverage issues;
Public housing;

Immigration law;
Insurance contracts;
Intellectual property;
Employment;
Land use;
Legislative matters;
Medical malpractice;
Mental health;
Real estate transactions;
Section 1983 civil rights defense;
Property tax appeals, tax lien sales and foreclosures, Treasurer's matters;
Public contracts and procurement;
Public fiduciary;
Public official liability;
Road, building, design and construction or maintenance liability,
Workers' compensation issues.

The range of services, depending upon the needs of the County and the qualifications of Counsel, may include the following: advice, direction and representation in cooperation with the County Attorney and, if applicable, the Administrator of the County's Self-Insured Trust or other department head or public officials within the County; investigation, legal research and writing, preparation of pleadings, legal memoranda and briefs, appearances before administrative boards, trial and appellate courts; and active association with the Maricopa County Attorney's Office as co-Counsel in specified cases.

2.2 MANDATORY QUALIFICATIONS:

2.2.1 All Counsel providing legal services on cases and matters shall be:

2.2.1.1 Licensed and in good standing with the State Bar of Arizona; or
2.2.1.2 Licensed and in good standing in the jurisdiction of the principal office in which they primarily practice law.

2.2.2 Counsel shall supply a list of all attorneys presently proposed, and copies of the resumes of those attorneys, expected to provide such services with the Response to this Invitation. After the award of a contract, resumes of other attorneys proposed to be called upon to provide such services must be supplied and approved before they may work on a case or matter.

2.2.3 Categories of Counsel and required experience:

2.2.3.1	Senior Partner	(16 years plus)
2.2.3.2	Partner	(10-16 years)
2.2.3.3	Senior Associate or Of Counsel	(5-10 years)
2.2.3.4	Associate	(0-5 years)

2.3 CONTRACT REQUIREMENTS:

2.3.1 Any agreement to provide legal services must conform to and be governed by the laws of the State of Arizona and the Maricopa County Self-Insured Risk Trust. The County accepts no legal or financial responsibility for the preparation of letters of interest and statements of qualifications by interested Counsel, or the costs inherent in negotiation of an agreement with the County.

2.3.2 All Counsel shall maintain the required insurance coverage(s) set forth herein, for the duration of the contract.

2.3.3 The County Attorney, and the Administrator of the County's Self-Insured Trust if applicable, reserve the right of approval regarding the assignment of the firm's personnel to represent the County. At the written request of the County, the firm will immediately replace any personnel assigned.

2.3.4 The services of any Counsel on a specific matter may be terminated upon written notice from the County Attorney (and where applicable the Administrator of the County's Self-Insured Trust). In the event of such action, the firm will provide the necessary and appropriate assistance to transfer pending matters to the County Attorney and/or successor Counsel.

2.3.5 No Counsel contracted with the County may pursue claims or engage in litigation against, or provide legal services adverse to, the County or other Maricopa County Special Taxing Districts or political subdivisions, including but not limited to: Flood Control District of Maricopa County, Maricopa County Stadium District, Maricopa County Housing Authority, and Maricopa County Library District, without first obtaining written permission to do so from the Maricopa County Board of Supervisors (or District, if applicable). Counsel shall adhere to the Rule of Professional Conduct promulgated by the Arizona Supreme Court regarding litigation or providing legal services adverse to the County after the expiration of this agreement.

2.3.6 Upon referral of a lawsuit or other matter by County and its acceptance by Counsel, Counsel shall be appointed as Special Counsel for that purpose. As Special Counsel, Counsel agrees to provide all necessary legal services, including advice, investigation, legal research, preparation of pleadings, legal memoranda, briefs, and appearances in court or other bodies in representing County.

2.3.7 Counsel's legal services shall be carried out in cooperation with the County Attorney (and where applicable with the Administrator of the County's Self-Insured Trust) in a manner consistent with Counsel's ethical obligations.

2.3.8 When deemed necessary and appropriate by the County Attorney (and where applicable the Administrator of the County's Self-Insured Trust) Counsel may be authorized to retain additional legal services from a qualified firm or individual in order to complete an engagement. (See Section 2.6 Alternative Agreements).

2.3.9 When referral of a case or matter is made, the County Attorney (and where applicable the Administrator of the County's Self-Insured Trust) will furnish Counsel all investigative and other materials County has relative to the case or matter and will in their discretion conduct such additional investigation as Counsel shall request.

2.3.10 Unless waived in general as to a particular case by the County Attorney (and where applicable the Administrator of the County's Self-Insured Trust), prior authorization by the Administrator is required for two or more Counsel to prepare or attend depositions, hearings, meetings, etc. in any case.

2.3.11 When the special talents of lawyers or other members of Counsel's firm whose services are not addressed in Section 2.1, may prove to be of benefit to the County in a particular case or matter, fees for those services may be negotiated by the Parties as applicable, independent of the fee structure set forth in Attachment A. Any such additional services shall be billed at actual cost, with prior written consent by the County Attorney (and, where applicable, the Administrator of the County's Self-Insured Trust).

2.3.12 Except as provided herein, actual, necessary expenses paid or incurred by Counsel in connection with performance hereunder will be reimbursed by County, when

accompanied by receipts. Counsel shall obtain prior written approval from the County Attorney (and where applicable the Administrator of the County's Self-Insured Trust) before incurring expenses for such things as out of County travel, lodging or any single item expense in excess of $500.00.

2.3.13 Counsel shall promptly furnish copies of all pleadings, discovery requests and responses, disclosure statements, medical reports, investigative reports, appellate briefs, and all significant correspondence to County Attorney (and where applicable Administrator of the County's Self-Insured Trust).

2.3.14 Deposition requests and retention of consultants or experts must be reviewed and pre-authorized by County Attorney (and where applicable the Administrator of the County's Self-Insured Trust). Deposition summaries will not be paid for. Counsel will instead provide County Attorney (and where applicable the Administrator of the County's Self-Insured Trust) with a not more than two page report on the highlights of the deposition and a disc containing the entire transcript.

2.3.15 Unless waived in writing as to a small matter, as soon after receipt of a lawsuit as is practical, Counsel shall furnish County Attorney (and where applicable the Administrator of the County's Self-Insured Trust) with a written evaluation of the merits of the case, an assessment of the exposure to County, and a legal budget through trial. Thereafter, Counsel shall provide quarterly status reports by the 15th day of January, April, July and October of each year in which the representation continues, as well as a special report of all events that significantly affect the merits of the lawsuit or the exposure of the County. Counsel shall attend meetings to discuss the lawsuit's status at the time and place as requested by County Attorney and where applicable the Administrator of the County's Self-Insured Trust.

2.3.16 Unless waived in writing as to a small matter, all offers of compromise shall be promptly transmitted to County Attorney (and where applicable the Administrator of the County's Self-Insured Trust) together with Counsel's recommendation. The County Attorney's office (and where applicable the Administrator of the County's Self-Insured Trust) will be responsible for obtaining authority to respond to settlement proposals, and scheduling of any matter before the Maricopa County Board of Supervisors.

2.3.17 Unless waived in writing as to a small matter, as soon as discovery has been completed and in any event no later than three months prior to the date set for trial, Counsel shall discuss with County Attorney (and where applicable the Administrator of the County's Self-Insured Trust) the status of the lawsuit with any recommendations as to settlement. Counsel shall, at all other times, discuss with County Attorney (and where applicable Administrator of the County's Self-Insured Trust) the advisability of attempting to settle a lawsuit when it is in the best interest of County to attempt settlement.

2.3.18 Whenever additional investigation is deemed desirable by Counsel and it can be provided by use of investigators, Counsel shall notify and obtain pre-approval, in writing, from the County Attorney (and where applicable with the Administrator of the County's Self-Insured Trust) of such need and they may elect to conduct such investigation.

2.3.19 Counsel shall forward to the County Attorney for response all requests received from the Arizona Auditor General relating to an assessment of liability and damages exposure in any matter which has been referred to Counsel. Counsel shall cooperate with the County Attorney, in responding to the Auditor General as efficiently as possible in order to minimize the cost to County.

2.3.20 Counsel agrees to act as co-counsel with the County Attorney on those cases where the County Attorney's Office determines (and where applicable in consultation with the Administrator of the County's Self-Insured Trust) that it is advisable to do so.

2.3.21 Counsel may, upon referral of a lawsuit, decline to represent County. Counsel may also withdraw from representation of County when it would be ethically improper to continue. In the event Counsel must either withdraw from a case or decline a representation, County shall be immediately notified in writing or by telephone if time is of the essence.

2.3.22 Counsel may be assigned to represent County in any particular case or matter only by decision of the County Attorney (and where applicable in consultation with the Administrator of the County's Self-Insured Trust). If however, the County Attorney is ethically conflicted under the Rules of Professional Conduct promulgated by the Supreme Court of the State of Arizona, Counsel may be assigned by the Maricopa County Board of Supervisors. Counsel assignment may be withdrawn at any time in the discretion of the County Attorney (and where applicable in consultation with the Administrator of the County's Self-Insured Trust). If, however, the County Attorney is ethically conflicted under the Rules of Professional Conduct promulgated by the Supreme Court of the State of Arizona, Counsel may be assigned by decision of the Maricopa County Board of Supervisors. If Counsel's assignment is withdrawn by Administrator of the County's Self-Insured Trust Counsel shall cooperate fully with alternative assigned Counsel.

2.3.23 If, during the term of this Contract or any extension thereof: (a) one or more of the lawyers who are working on active cases or matters for the County leaves the contracted firm to practice elsewhere in the County; or (b) the contracted firm dissolves, divides, merges or otherwise undergoes a material change in its structure or governance, then the County reserves the right:

2.3.23.1 To decide whether the departing lawyer(s) will continue to work on those active cases or matters for the County;

2.3.23.2 To decide whether the contracted firm they are leaving will continue under this Contract as to those active cases or matters and whether it will remain under this Contract;

2.3.23.3 In the case of dissolution, division, merger or other material change of the contracted firm, the County will consider requests to assign a contract if it is determined that the firm, firms or lawyers being assigned the Contract meet the Mandatory Qualifications .

These decisions are not mutually exclusive.

2.3.24 During the term of this Contract, the County reserves the right to add additional firms in instances where it has been determined in writing there is insufficient representation capacity in specific practice areas, unique or specialized knowledge and skills required to adequately represent the County are not available from current firms, or other situations arise that in the sole discretion of the County require supplementing legal providers. In instances when the need to add legal providers is justified, a solicitation will be issued to add firms to this contract in compliance with the Maricopa County Procurement Code noticing interested firms of the County's intent.

2.3.25 Counsel agrees to notify the County Attorney's Office and the County department or agency involved in any engagement, if Counsel receives any inquiry or request for comment, information or documents from the media. Counsel agrees NOT to respond to any such request without the prior approval of both the County Attorney's Office and the County department or agency involved in the engagement, and will NOT issue press

releases or participate in media interviews without the prior authorization of the County Attorney (and where applicable the Administrator of the County's Self-Insured Trust).

2.3.26 Counsel is expected to make all commercially reasonable efforts to maintain staff continuity throughout the duration of the contract. If, however, a change becomes necessary, Counsel must promptly notify the County of the potential unavailability of any key personnel as soon as Counsel becomes aware of such circumstance. If such personnel are currently engaged in rendering services for the County at the time that the Counsel becomes aware of such potential unavailability, the notice to the County must be immediate. Counsel must, concurrently with such notice or within an agreed period of time thereafter, submit a resume of any proposed personnel for substitution, but in no event later than such personnel substitution. All personnel substitutions must be pre--approved in writing by the County. In addition, the County reserves the right to obtain and approve a substitution of any personnel upon request in writing.

2.4 MISCELLANEOUS COUNSEL REQUIREMENTS:

2.4.1 The maximum reimbursement by the County for Counsel's copying or printing charges shall be:

2.4.1.1 On a per matter or case basis, for the first 2,500 copies per month, the lesser of $0.10 per page or the rate reimbursed to Counsel by its "most favored nation" client; and

2.4.1.2 For larger volumes, to be negotiated and agreed to in advance by the Contract Administrator. For such larger volumes, Counsel may be directed to have the materials delivered to the Contract Administrator for in-County copying or to an outside vendor approved by the Contract Administrator for volume copying.

2.4.2 No payment shall be made for miscellaneous charges for ordinary and customary services (i.e., mileage within the County, parking, telephone or fax charges, secretarial, clerical or administrative services, overtime, or for postal, parcel, courier or other delivery services). Such charges are considered overhead and are part of the hourly rates agreed to, (See attachment A).

2.4.3 Other than agreed upon hourly charges of Counsel, no payment shall be made for costs associated with the general expenses of legal research (Westlaw, LexisNexis, PACER or other print or electronic research tools).

2.4.4 All costs over $500.00 must be pre-approved in writing.

2.4.5 All expert engagements must be pre-approved in writing.

2.4.6 All engagements for litigation services under the contract require an assignment letter from the County Attorney (and, where applicable, the Administrator of the County's Self Insured Trust).

2.4.7 Any legal services performed without an applicable assignment letter exposes the Counsel to the risk of not being paid for those services.

2.5 TRAVEL EXPENSES:

Travel expenses will be paid according to the attached COUNTY outside Vendor travel policy. (Exhibit 2)

2.5.1 Travel time of any Counsel for out-of-county travel shall be billed at one-half of that Counsel's billing rate.

2.5.2 Travel time for non-Counsel staff will not be paid unless previously approved in writing by County Attorney (and where applicable with the Administrator of the County's Self-Insured Trust).

2.6 ALTERNATIVE AGREEMENTS:

2.6.1 In the event that County, at its sole discretion, determines that legal representation requires specialized knowledge, skills or capabilities, County reserves the right to enter into supplemental agreements with other Counsel. Said supplemental agreements will be the limited scope of a defined case or matter with the same terms and conditions of this Agreement. The County Attorney (and where applicable with the Administrator of the County's Self-Insured Trust) shall provide written determination and seek approval through the appropriate process. Upon approval of the request, the Office of Procurement Services, with the assistance of the County Attorney, (and where applicable with the Administrator of the County's Self-Insured Trust) will negotiate an agreement with a Counsel that the County Attorney (and, where applicable, the Administrator of the County's Self Insured Trust) determines is most qualified to provide the said services. The Agreements, based on the unique characteristics of each matter, may have rates or a compensation structure that differs from the contractual hourly rate cap.

2.7 USAGE REPORT:

The Counsel shall furnish the County, upon request, usage reports containing information on services rendered under this Contract. The format and reporting periods of these reports shall be defined by the County.

2.8 FACILITIES:

During the course of this Contract, the County may provide the Counsel's personnel with temporary adequate workspace for consultants and such other related facilities as may be required by Counsel to carry out its obligations enumerated herein.

2.9 INVOICES AND PAYMENTS:

2.9.1 The Counsel shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

2.9.1.1 Company name, address and contact
2.9.1.2 County bill-to name and contact information
2.9.1.3 Contract Serial Number
2.9.1.4 Court number and, if applicable, Risk Management file number
2.9.1.5 Invoice number and date
2.9.1.6 Payment terms
2.9.1.7 Date of service
2.9.1.8 Description of Services
2.9.1.9 Pricing per unit of purchase (breakdown of authorized billable fees)
2.9.1.10 Mileage w/rate (if applicable)
2.9.1.11 Arrival and completion time (if applicable)
2.9.1.11.1 County reserves the right to request supporting documentation (access logs, electronic reports) for all work performed on behalf of the County.
2.9.1.12 Sub-totals of costs and Counsel's fees (delineated separately) incurred from inception of matter to date.
2.9.1.13 Total Amount Due

2.9.2 Counsel shall submit monthly billings for services rendered and expenses incurred. Where the fee agreement is on an hourly charge basis, the billings shall conform to the then-current ABA Uniform Task Based Billing Codes applicable to the matter or case.

2.9.3 All bills should be submitted no later than the 15th of the month following the month in which the services were performed or expenses incurred, and must in any event be submitted by the close of the month following the month in which the services were performed or expenses incurred.

2.9.4 Professional service fees must be invoiced by:

2.9.4.1 Date service performed
2.9.4.2 Name or initials of person performing service with hourly rate
2.9.4.3 Each separate service noted with time charged by tenth of hour.
2.9.4.4 Counsel shall not block bill.
2.9.4.5 All billing shall also include the case name or matter number
2.9.4.6 County Attorney file number
2.9.4.7 Risk Management file number (if applicable)
2.9.4.8 Firm's County Counsel number and all back-up support for legal fees and costs
2.9.4.9 A separate running total of fees for each case.

2.9.5 Problems regarding billing or invoicing shall be directed to the using agency as listed on the assignment letter.

2.9.6 Payment shall be made to the Counsel by Accounts Payable through the Maricopa County Counsel Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Counsel shall complete the Counsel Registration Form located on the County Department of Finance Counsel Registration Web Site **(http://www.maricopa.gov/Finance/Vendors.aspx).**

2.9.7 All Counsel invoicing shall be submitted electronically for payment and in accordance with the U.S. Mail and Wire Fraud Statutes under 18 U.S.C. 1343, which states:

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined under this title or imprisoned not more than 20 years, or both.

2.9.8 EFT payments to the routing and account numbers designated by the Counsel will include the details on the specific invoices that the payment covers. The Counsel is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.10 TAX:

No tax shall be levied against labor. It is the responsibility of the Counsel to determine any and all taxes and include the same in Response price.

2.11 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE)

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts.

Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.12 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Counsel, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This ROQ is for awarding a requirements contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

3.2.1 The County may, at its option and with the approval of Counsel, renew the period of this Contract up to a maximum of three (3) additional years (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). Counsel shall be notified in writing by the Office of Procurement Services of the County's intention to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original Contract period.

3.3 PRICE ADJUSTMENTS:

3.3.1 At the County's sole discretion, hourly rate caps may be adjusted at the Contract anniversary dates.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Counsel shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Counsel's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Counsel, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Counsel may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.4.4 **The Indemnity language in this Section applies only to claims covered by Counsel's professional liability insurance policy. It does not purport to make the County an additional insured under that policy.**

3.4.4.1 **To the fullest extent permitted by law, Counsel shall indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent or intentional actions or acts, errors, omissions, mistakes or malfeasance caused in whole or in part by Counsel relating to work or services in the performance of this contract, including anyone directly employed by them, their agents or representatives.**

3.4.4.2 **The scope of this indemnification does not extend to the sole negligence of the County or to errors by third parties.**

3.5 INSURANCE:

3.5.1 At Counsel's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of **B++** ~~A+~~. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.2 Counsel's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.3 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.4 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Counsel shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Counsel to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.5 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Counsel of any deficiencies in such policies and endorsements, and such receipt shall not relieve Counsel from, or be deemed a waiver of County's right to insist on strict fulfillment of Counsel's obligations under this Contract.

3.5.6 The insurance policies required by this Contract, except Workers' Compensation, and Professional Liability, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.7 The policies required hereunder, except Workers' Compensation, and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Counsel's work or service.

3.5.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.9 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Counsel's owned, hired, and non-owned vehicles assigned to or used in performance of the Counsel's work or services under this Contract.

3.5.10 Workers' Compensation:

3.5.11 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Counsel's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

3.5.11.1 Counsel waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Counsel pursuant to this Contract.

3.5.12 Professional Liability:

3.5.12.1 Professional Liability insurance which will ensure and provide coverage with limits of not less than $4,000,000 for each occurrence.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Counsel shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Counsel's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.13.1.1 In the event any insurance policy or policies required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Counsel's

work or services and as evidenced by annual Certificates of Insurance.

3.5.13.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.7 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

3.7.1 In accordance with section MCI-371 of the Maricopa County Procurement Code, Counsel agrees that County or its duly authorized representative shall, at any time during normal business hours before, and until the expiration of six (6) years after, final payment under this Agreement and irrespective of whether the County has paid any or all of the firm's invoices, have access to and the right to examine and audit any of the firm's books, documents, papers, files, records and other materials and accounting procedures and practices sufficient to reflect fully and properly all work performed and services or costs charged by the firm, and to adjust those charges or past payments by way of making supplemental payments or obtaining refunds or credits against future billings in order to assure compliance with the terms of the agreement and that in the final analysis the firms' charges are reasonable. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.7.2 If the Counsel's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Counsel shall reimburse Maricopa County for services inadequately supported or documented. If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Counsel in writing of the disallowance and shall require repayment of the disallowed amount by the Counsel by means of check made payable to Maricopa County.

3.7.3 Upon conclusion or termination of any case, matter or assignment Counsel will deliver to the County, or will store with the written agreement of the County, all the files, materials and information related to such case, matter or assignment, in compliance with The Rules of Professional Conduct promulgated by the Supreme Court of Arizona. If records are stored by Counsel, Counsel agrees to adhere to the same records retention requirements as the County. The County Attorney (and, where applicable, the Administrator of the County's Self Insured Trust) shall at all times remain the custodian of these records, no matter where they are stored, and will be responsible for assuring Counsel's compliance and safeguarding of all records.

3.8 DATA OWNERSHIP:

The County shall own and have use of all data and information, in whatever format, resulting from this Contract without additional cost or other restrictions except as provided by law. Counsel shall supply to the County, upon request, any data and information relevant to this Contract within ten (10) working days from the date of the request, unless a longer response time is agreed to by the County. Electronic data shall be provided in a comma delimited flat file or other commonly accepted format, at the option of the County.

3.9 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

3.10 WAIVER OF CLAIMS:

3.10.1 Counsel accepts the compensation provided in the Contract in lieu of any other claim(s), demand(s), request(s) or compensation for the services that Counsel provides pursuant to the Contract.

3.10.2 Counsel's obligations, including the duty of continuing representation, under this section shall survive the termination or expiration of the Contract.

3.10.3 This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

3.11 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

3.11.1 County has set pre-determined maximum hourly rates for Pricing. Respondents may offer rates lower than stipulated. Lower rates shall be part of the consideration for award. NO rates higher than stipulated shall be accepted. County also invites an indication whether Respondents would be willing to consider an alternative fee agreement for a specific case or matter.

3.12 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.12.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.12.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.12.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.12.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.12.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.12.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.12.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.13 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

3.14 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.14.1 By entering into the Contract, the Counsel warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Counsel shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. Counsel and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer**.** I-9 forms are available for download at USCIS.GOV.

3.14.2 The County retains the legal right to inspect Counsel and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.14.1 of this Section. Counsel and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Counsel or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to termination of the Contract. All costs necessary to verify compliance are the responsibility of the Counsel.

3.15 COUNSEL LICENSE REQUIREMENT:

3.15.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with

and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Counsel shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

3.16 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for termination of this Contract and Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.16.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

3.16.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.17 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.