

**IN THE SUPREME COURT OF THE
STATE OF ARIZONA**

JUSTIN HEAP, in his official capacity as the Maricopa County Recorder,

Petitioner,

v.

THOMAS GALVIN, in his official capacity as a member of the Maricopa County Board of Supervisors; MARK STEWART, in his official capacity as a member of the Maricopa County Board of Supervisors; KATE BROPHY MCGEE, in her official capacity as a member of the Maricopa County Board of Supervisors; DEBBIE LESKO, in her official capacity as a member of the Maricopa County Board of Supervisors; STEVE GALLARDO, in his official capacity as a member of the Maricopa County Board of Supervisors,

Respondents.

Arizona Supreme Court
No. CV-26-0189-SA

Court of Appeals
Division One
No. 1 CA-CV 26-0446

Maricopa County
Superior Court
Nos. CV2025-020621;
CV2025-022266

**Appendix to Petitioner's Opposition to Rachel Mitchell's Motion
for Leave to File Amicus Curiae Brief and Response to Her Amicus Brief**

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 Clerk of the Superior Court
 By Victoria Gigante, Deputy
 Date 06/25/2025 Time 16:03:11
 Description Amount
 ----- CASE# CV2025-022266 -----
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 TOTAL AMOUNT 0.00
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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
 IN AND FOR THE COUNTY OF MARICOPA

RACHEL MITCHELL, in her official
 capacity as the Maricopa County Attorney,

 Plaintiff,

 v.

 JUSTIN HEAP, in his official capacity as
 the Maricopa County Recorder,

 Defendant.

No. CV2025-022266
**VERIFIED SPECIAL ACTION
 COMPLAINT FOR
 DECLARATORY AND
 INJUNCTIVE RELIEF**

**EXPEDITED RELIEF REQUESTED
 PURSUANT TO RULE 7(C), RULES
 OF PROCEDURE FOR SPECIAL
 ACTIONS**

Plaintiff Maricopa County Attorney Rachel Mitchell (the "County Attorney"), for
 her Verified Special Action Complaint against Defendant Maricopa County Recorder Justin
 Heap (the "Recorder"), alleges as follows:

INTRODUCTION

1. The County Attorney brings this lawsuit to vindicate her statutory and inherent
 responsibility and authority as the Recorder's attorney and to appoint outside counsel for
 him when a conflict prevents her from personally representing him.

2. In Arizona, the “duties, powers, and qualifications” of county officers “shall be as prescribed by law.” Ariz. Const. art. XII, § 4.

3. Thus, all county officers—including the County Attorney and the Recorder—may only exercise “those powers expressly or impliedly delegated to [them] by the state constitution or statutes.” *Ariz. Pub. Integrity All. v. Fontes*, 250 Ariz. 58, 62 ¶ 14 (2020).

4. Arizona statutes make the County Attorney the attorney for all of the County’s elected officers, including the Recorder. A.R.S. § 11-532(A).

5. In accordance with this authority, when the County Attorney does not have a directly adverse legal conflict with her client, but some other conflict prevents her from representing both clients simultaneously—such as when a county official has a legal dispute with another one of the County Attorney’s elected official clients—the County Attorney has the right and duty to appoint outside counsel to separately represent *both* her clients in her stead.

6. Unless the County Attorney has a direct conflict with one of her clients, Arizona statutes permit just one exception to this rule—Boards of Supervisors may select, retain, or otherwise utilize an attorney other than the County Attorney or an outside counsel appointed by the County Attorney. A.R.S. § 11-251(14) (authorizing Boards of Supervisors to “[d]irect and control the prosecution and defense of all actions to which the county is a party, and compromise them.”); *see also Romley v. Daughton*, 225 Ariz. 521, 525–26 ¶ 21 (App. 2010) (“[W]e think A.R.S. § 11-251(14) gives implied authority to the board of supervisors in its discretion to employ counsel”) (citation modified) (quotation omitted); *compare with Romley v. Arpaio*, 202 Ariz. 47, 52 ¶ 17 (App. 2002).

7. But even this exception has its limits. The ability of Boards of Supervisors to retain outside counsel is limited to circumstances where (1) “the County Attorney has a conflict of interest, and therefore is unavailable to represent the County” or (2) “when there is a ‘lack of harmony’ between the Board and the County Attorney regarding the handling of a particular legal matter,” meaning “disagreement about legal strategy in a particular

1 case, not some general disharmony in the personal relationship” between the county’s
2 elected officers. *Daughton*, 225 Ariz. at 523 ¶ 6 (citation omitted).

3 8. Further, not even the Board of Supervisors—the lone exception to the rule that
4 the County Attorney appoints outside counsel for her clients when she is unavailable to
5 represent them—may “disregard or supersede the [county] attorney as the law officer of the
6 county, and employ other counsel to transact the county business in his stead.” *Id.* at 526 ¶
7 23 (quotation omitted). And Section 11-532(A) denies other county officers that power.
8 *Arpaio*, 202 Ariz. at 52 ¶ 17 (“The Sherriff recognizes that he lacks statutory authority to
9 choose or employ counsel to represent him in Commission appeals) (citing A.R.S. § 11-
10 532(A)(9)).

11 9. “The Recorder’s authority is limited to those powers expressly or impliedly
12 delegated to him by the state constitution or statutes.” *Ariz. Pub. Integrity All.*, 250 Ariz. at
13 62 ¶ 14. No statute empowers the Recorder to select any counsel other than the County
14 Attorney’s selected outside counsel.

15 10. Despite these straightforward principles, in early June 2025, the Recorder
16 selected an attorney who was *not* appointed by the County Attorney to represent him in a
17 lawsuit against the Maricopa County Board of Supervisors. Because both parties are clients
18 of the County Attorney in that lawsuit, the Recorder has no separate or independent
19 authority to utilize counsel other than the County Attorney’s selected outside counsel. *See*
20 *Arpaio*, 202 Ariz. at 54 ¶ 27 (holding that “[a]bsent authorization ... county officials must
21 use counsel obtained by the County Attorney to represent their interests”).

22 11. By selecting his own preferred outside counsel (who has not entered a contract
23 with the County) without the County Attorney’s approval, the Recorder has acted in direct
24 violation of law and exceeded his statutory authority. Accordingly, the County Attorney
25 asks this Court for emergency relief to vindicate her lawful authority as the Recorder’s
26 attorney to direct her clients’ outside counsel appointments.

PARTIES

12. Plaintiff Rachel Mitchell is a member of the Arizona State Bar and current Maricopa County Attorney, a public office created by the Arizona Constitution. Ariz. Const. art. XII, § 3. Under Arizona law, the County Attorney is the attorney for all Maricopa County elected officers. A.R.S. § 11-532(A); *see also Bd. of Sup'rs of Maricopa Cnty. v. Woodall*, 120 Ariz. 379, 382 (1978) (holding that a Board of Supervisors “has no authority to employ private counsel to advise the Board and other county officers or employees” because under Arizona law, that responsibility belongs to the County Attorney); *Arpaio*, 202 Ariz. at 54 ¶ 27 (explaining that “county officials must use counsel obtained by the County Attorney to represent their interests”). As reflected in Arizona’s quo warranto statutes, the County Attorney has an inherent interest in preventing one county officer from usurping, intruding upon, or exercising the public duties of another county officer. *See* A.R.S. § 12-2042. The County Attorney brings this lawsuit in her official capacity.

13. Defendant Justin Heap is the Maricopa County Recorder, a public office created by the Arizona Constitution. Ariz. Const. art. XII, § 3. The Recorder is sued in his official capacity. The Recorder’s statutory authority does not allow him to retain his own preferred counsel over the one appointed for him by the County Attorney.

JURISDICTION AND VENUE

14. The events giving rise to this lawsuit occurred in Maricopa County.

15. This Court has jurisdiction pursuant to A.R.S. §§ 12-123, 12-1801 *et seq.*, 12-1831 *et seq.*, and Rules of Procedures for Special Actions (“RPSA”) 3 and 4.

16. Special Action jurisdiction is proper under RPSA Rule 4 because the Recorder has proceeded, or threatened to proceed, without, or in excess of, his legal authority.

17. Venue is proper under A.R.S. § 12-401 because (a) Defendant Recorder is the elected county recorder for Maricopa County and (b) Maricopa County is the county in which the Recorder engaged in the conduct that gave rise to the claims in this lawsuit.

GENERAL ALLEGATIONS

18. The genesis for this lawsuit stems from a separate dispute between the Recorder and the Maricopa County Board of Supervisors concerning the meaning of certain Arizona election law statutes, the responsibilities of the Recorder and the Board of Supervisors in the administration of elections, and an agreement between the two as to their shared responsibilities.

19. Typically, when a dispute involving a county official arises, the County Attorney is the statutorily designated “public prosecutor of the county”—which necessarily includes both the Recorder and the Board of Supervisors.

20. In that capacity, the County Attorney is vested with the near-unfettered power to “[a]ct as the legal advisor to the board of supervisors, attend its meetings and oppose claims against the county that the county attorney deems unjust or illegal.” A.R.S. § 11-532(A)(9). That power is almost totally exclusive; unless a limited exception applies, a county officer may not “disregard or supersede the [county] attorney as the law officer of the county, and employ other counsel to transact the county business in his stead.” *Daughton*, 225 Ariz. at 526 ¶ 23 (quotation omitted). Nor can “[p]ublic funds . . . be expended for the purpose of performing the duties which are imposed upon the County Attorney, and the contracts of employment by which [] ‘inhouse lawyers’ [are] engaged to perform duties with which the County Attorney is charged are ultra vires and void.” *Woodall*, 120 Ariz. at 382.

21. However, because Arizona’s Rules of Professional Conduct provide that “a lawyer shall not represent a client if . . . the representation of one client will be directly adverse to another client,” *see* ER 1.7, absent a waiver, the County Attorney cannot represent the Recorder or the Board of Supervisors in their dispute because doing so would require her to take adverse positions between different clients.

22. For that reason, the County Attorney appointed outside counsel for both the Recorder and the Board of Supervisors to represent and advise them in their dispute. Specifically, the County Attorney appointed former Arizona Supreme Court Justice

1 Andrew Gould to represent the Recorder. Justice Gould has a long history in public service,
2 and it is undisputed that Justice Gould has the credentials, training, experience, reputation,
3 and ability to represent the Recorder in the separate dispute.

4 23. Rather than working with Justice Gould, the Recorder spurned this
5 appointment in favor of a different attorney, James Rogers, and his firm, America First
6 Legal Foundation (collectively, "America First Legal"), to represent him in his dispute with
7 the Board of Supervisors.

8 24. On June 12, 2025, America First Legal initiated a lawsuit on the Recorder's
9 behalf against the Board of Supervisors in a case entitled *Heap v. Galvin et al.*, CV2025-
10 020621 (Maricopa Cty. Super. Ct., June 12, 2025).

11 25. At no point has the County Attorney appointed or in any way authorized
12 America First Legal to represent the Recorder. America First Legal does not have an
13 engagement letter or other contract with the County.

14 26. Nor would it have. As the County's chief "public prosecutor" and legal
15 counsel, the County Attorney has a duty to her clients to ensure that they receive quality,
16 competent representation from outside counsel. For that reason, the County Attorney strives
17 to appoint outside counsel with the requisite subject-matter expertise to best represent her
18 clients. To that end, when the County Attorney needs to appoint outside counsel for her
19 clients, she usually appoints an attorney from a list of approved firms that are contracted
20 with the County to provide legal services. That list exists, in part, so that the County
21 Attorney can fulfill her duty of loyalty to the County by ensuring that outside counsel uses
22 appropriate terms of engagement and a reasonable hourly rate, which is especially important
23 in intra-County litigation where fee-shifting is mandatory. *See* A.R.S. § 12-348.01. Because
24 the County Attorney does not know the terms of America First Legal's engagement, and
25 the Recorder has made a demand for attorneys' fees in *Heap v. Galvin*, there is an untenable
26 risk of an exorbitant fee award for which the County will be responsible. That risk
27 undermines the duty of the County Attorney to preserve the public fisc.

27. America First Legal, however, does not appear to have any meaningful experience operating as a traditional law firm in representing county officers in local disputes. It is a public interest firm dedicated to promoting a particular political agenda and principles.¹ There is nothing wrong with a firm pursuing an agenda that it believes in. Yet, while its agenda may appeal to some, allowing this would open the door to advocacy organizations with the opposite agenda. The County Attorney does not believe that public monies should be spent in furtherance of a political agenda regardless of the side the advocacy organization takes.

28. America First Legal's litigation and advocacy experience is primarily focused on national problems and policy concerns. While, according to its website, America First Legal has been involved in two or three elections cases, the vast majority of its litigation relates to immigration, the Freedom of Information Act (FOIA), and other governmental mandates.² If America First Legal has any particular experience that would make that firm the best choice to represent the Recorder in his dispute with the Board of Supervisors, the County Attorney is unaware of such qualifications.

29. There are other concerns too. Although Mr. Rogers has an Arizona law license, America First Legal's only office is in Washington, D.C.³ It does not have an office in Arizona.

30. Nor is America First Legal on the approved list of attorneys from which the County Attorney usually chooses outside counsel. Again, America First Legal does not have a contract with the County.

31. In addition, America First Legal actually unsuccessfully brought suit against Maricopa County and its Recorder on behalf of interests that were adverse to those of the

¹ See *America First Legal*, "About," <https://aflegal.org/about/>; see also *Maricopa Cty. v. Ainley*, Mem. Dec., No. 1 CA-SA 24-0086, 2024 WL 2783782 (Ariz. Ct. App. May 30, 2024), *review denied* (Aug. 2, 2024) (holding that plaintiffs, whom America First Legal represented, had "improperly filed the special action against Maricopa Petitioners in Yavapai County" and so "remand[ing] the matter to the superior court to dismiss the Maricopa Petitioners"). This Memorandum Decision is cited for persuasive value pursuant to Ariz. S. Ct. R. 111(c). A copy of the Memorandum Decision is attached as Exhibit A.

² *America First Legal*, "Cases," <https://aflegal.org/litigation/> (describing litigation efforts).

³ *Id.*

County in the last election cycle. It improperly filed one of those lawsuits—a special action against the County—in *Yavapai* County instead of in *Maricopa* County. *See supra*, at n.1.⁴

32. For those reasons, the County Attorney does not believe that America First Legal is the best choice to represent the Recorder.

33. To be clear, if the Recorder would have asked the County Attorney to provide outside counsel to initiate litigation against the Board of Supervisors, the County Attorney would have done so. *See Complaint, Heap v. Galvin, et al.*, CV2025-020621 ¶¶ 34–66 (indicating stalled negotiations as a possible reason for the Recorder’s decision). The County Attorney was also open for the Recorder to discuss other counsel options that are approved by her office and are actually on contract with the County. However, for the reasons discussed above, she would not have selected America First Legal.

34. There is no dispute that, when an actual legal conflict exists between the County Attorney and the Recorder (such as in this litigation), the Recorder is entitled to select his preferred attorney to represent him. *Cf. Joseph v. Markovitz*, 27 Ariz. App. 122, 127–28 (1976) (reasoning that in a direct conflict of interest scenario, “public policy demands” that one party may not unilaterally select counsel for the other); ER 1.7, 1.16(e) & cmt. 4.

35. But concerning the Recorder’s dispute with the Board of Supervisors, which involves election law and election administration and in which the County Attorney is not involved, no such conflict exists that would prevent the County Attorney from selecting outside counsel that she deems experienced, competent, qualified, rate reasonable, and best able to represent the Recorder in her stead.

36. While the County Attorney has authority under Arizona law to appoint outside counsel to represent the Recorder in his dispute with the Board of Supervisors, the Recorder

⁴ *Strong Communities Found. of Ariz., et al. v. Maricopa County, et al.*, No. CV 2-24-002441 (Maricopa Cnty. Super. Ct.) (voluntarily dismissed on February 26, 2024); *Strong Communities v. Yavapai Cty., Maricopa Cty., et al.*, No. S-1300-CV-202400175 (Yavapai Cty. Super. Ct.) (dismissed as to Maricopa County for being improperly filed, pursuant to order of the Court of Appeals, on September 25, 2024); *Strong Communities v. Heap*, No. CV-24-02030-PHX-KML (D. Ariz.) (ordered dismissed pursuant to joint Stipulation of Dismissal on April 9, 2025).

1 does *not* have authority under Arizona law to select his own counsel and bind the County
2 for such costs.

3 37. Confirming this, while the Legislature has carved out a limited exception
4 applicable to Boards of Supervisors, *see* A.R.S. § 11-251(14), it has enacted no similar
5 exception applicable to Recorders. *State ex rel. Dep't of Econ. Sec. v. McEvoy*, 191 Ariz.
6 350, 354 ¶ 17 (App. 1998) (“[T]he statement of one exception implicitly denies the
7 existence of other unstated exceptions”) (quotation omitted); *see also Stambaugh v. Killian*,
8 242 Ariz. 508, 511 ¶ 15 (2017); *Yollin v. City of Glendale*, 219 Ariz. 24, 34 ¶ 34 (App.
9 2008). The absence of any such exception is particularly noteworthy here because “[t]he
10 Recorder’s authority is limited to those powers expressly or impliedly delegated to him by
11 the state constitution or statutes.” *Ariz. Pub. Integrity All.*, 250 Ariz. at 62 ¶ 14.

12 38. Lacking authority to retain his own counsel, the Recorder must instead use the
13 services of the outside counsel appointed by the County Attorney. *Arpaio*, 202 Ariz. at 54
14 ¶ 27.

15 39. If elected officials, such as the Recorder here, are allowed to unilaterally
16 bypass the County Attorney and select their own counsel, the constitutional office and
17 statutory authority of the County Attorney is undermined because it encourages these
18 elected officers to retain their own private counsel (at whatever cost) rather than utilize the
19 services of the County Attorney. That is not in the public interest. *See Daughton*, 225 Ariz.
20 at 526 ¶ 23 (allowing a county officer to retain outside counsel on terms unauthorized by
21 Arizona law unlawfully divests the County Attorney of its statutory duties); *see also State*
22 *ex rel. Banks v. Drummond*, 385 P.3d 769, 780 ¶ 41 (Wash. 2016).

23 40. Indeed, by designating the County Attorney as the legal advisor to the
24 County’s elected officers (A.R.S. § 11-532(A)(7)) and to handle litigation affecting the
25 County (§ 11-532(A)(9)), the Legislature ensured that the person providing legal services
26 to the elected officers—or whoever she appoints as outside counsel to act in her stead—is
27 answerable to the voters and is able to select attorneys who will further the County’s
28 interests in upholding the law, rather than an individual elected official’s policy preferences,

1 and not enter in an unreasonable financial arrangement that is contrary to government
2 procurement principles. This legislative framework would be upset if the County Attorney
3 were to be taken out of the equation.

4 41. Accordingly, because the County Attorney has no adequate remedy at law, she
5 is forced to bring this lawsuit in an effort to vindicate her constitutional and statutory
6 authority as the attorney for the Recorder and the other elected officers of Maricopa County.

7 **COUNT I**
8 **Declaratory and Injunctive Relief**
9 **(A.R.S. § 12-1831 *et seq.*; A.R.S. § 12-1801 *et seq.*)**
10 **Violation of A.R.S. § 11-532(A) and *Ultra Vires* Government Action**

11 42. The County Attorney incorporates by reference the preceding paragraphs as if
12 fully set forth herein.

13 43. Arizona law provides that the County Attorney is responsible to represent the
14 elected officers of Maricopa County. A.R.S. § 11-532(A); *Woodall*, 120 Ariz. at 382 (1978)
15 (holding that the Board of Supervisors “has no authority to employ private counsel to advise
16 the Board and other county officers or employees” because that responsibility belongs to
17 the County Attorney). As such, the County Attorney is vested with the authority to appoint
18 outside counsel for the elected officers of Maricopa County when the County Attorney is
19 unavailable to represent them due to a conflict. *See, e.g., Arpaio*, 202 Ariz. at 54 ¶ 27
20 (explaining that “county officials must use counsel obtained by the County Attorney to
21 represent their interests in [the type of litigation at issue]”).

22 44. On the other hand, “[t]he Recorder’s authority is limited to those powers
23 expressly or impliedly delegated to him by the state constitution or statutes.” *Ariz. Pub.*
24 *Integrity All.*, 250 Ariz. at 62 ¶ 14.

25 45. The County Attorney is unaware of any provision in the state constitution or
26 Arizona Revised Statutes that delegates to the Recorder the authority to select, retain, or
27 appoint outside counsel that has not been approved by the County Attorney. Nor has any
28 Arizona court, interpreting state law, made any finding to that effect.

1 46. In fact, the opposite is true. While the Legislature created a limited exception
2 applicable to Boards of Supervisors, it has not done so with respect to Recorders. *McEvoy*,
3 191 Ariz. at 354 ¶ 17.

4 47. By utilizing an attorney not appointed or approved by the County Attorney to
5 litigate *Heap v. Galvin*, the Recorder has acted *ultra vires*, without the authority of law, and
6 has usurped the County Attorney's statutory authority to represent him and appoint outside
7 counsel when needed.

8 48. Additionally, allowing each elected officer to bypass the services of the
9 County Attorney and retain or otherwise utilize private counsel of their choosing would
10 upset the statutory framework chosen by the Legislature.

11 49. Indeed, if the County's elected officers are allowed to eschew the services of
12 the County Attorney, the end result will be a system in which (1) elected officers are less
13 likely to be properly informed of the law's limitations and obligations; (2) the attorneys
14 advising and representing the elected officers will not be accountable to the voters; (3)
15 public funds will be spent less efficiently; and (4) the constitutional office of the County
16 Attorney, and the authority of the Legislature to write laws concerning her office, will be
17 undermined.

18 50. "[L]ike all public officials, the Recorder may be 'enjoined from acts' that are
19 beyond his power." *Ariz. Pub. Integrity All.*, 250 Ariz. at 62 ¶ 14.

20 51. Accordingly, the County Attorney is entitled to (1) declaratory judgment that,
21 unless the County Attorney has a direct legal conflict with the Recorder, the Recorder is not
22 lawfully permitted to select, retain, or otherwise utilize any outside counsel that has not
23 been appointed by the County Attorney, and (2) preliminary and permanent injunctive relief
24 enjoining the Recorder from retaining America First Legal or any other outside counsel that
25 has not been appointed by the County Attorney.

COUNT II
Declaratory and Injunctive Relief
(A.R.S. §§ 12-1831 et seq.; A.R.S. §§ 12-1801 et seq.)
Violation of A.R.S. § 11-641 and *Ultra Vires* Government Action

52. The County Attorney incorporates by reference the preceding paragraphs as if fully set forth herein.

53. Because “[p]ublic funds may not be expended for the purpose of performing the duties which are imposed upon the County Attorney, [] the contracts of employment by which [] ‘inhouse lawyers’ [are] engaged to perform duties with which the County Attorney is charged are ultra vires and void.” *Woodall*, 120 Ariz. at 382.

54. To that end, “[i]f an illegal payment of monies is made . . . the county attorney may institute an action in the name of the county, against the [county] agent, to enjoin the payment of the monies. . .” A.R.S. § 11-641(C).

55. On information and belief, public monies may be paid to America First Legal either in the course of providing legal services or due to a potential award of attorneys’ fees and costs should the Recorder prevail in *Heap v. Galvin*.

56. Because the Recorder does not have the statutory authority to retain outside counsel that has not been approved by the County Attorney in these circumstances, *Ariz. Pub. Integrity All.*, 250 Ariz. at 62 ¶ 14, the Recorder’s retention of America First Legal was made *ultra vires* and is therefore void.⁵

57. Moreover, because the Recorder’s retention of America First Legal was not approved by the County Attorney, any expenditure of public funds associated with that

⁵ *Maricopa County v. Biaett*, 21 Ariz. 286 (App. 1974), is inapposite. In that case, the Recorder had a dispute with the Board of Supervisors and the County Attorney informed the Recorder that he could not provide representation. The County Attorney then asked the Attorney General to provide counsel to represent the Recorder. The Attorney General ultimately authorized the Recorder to hire private counsel. *Id.* at 287. After the litigation concluded, the Recorder asked the Board of Supervisors to approve payment to the private counsel, the Board refused, and the underlying litigation ensued. *Id.* at 288. The Court of Appeals affirmed the trial court’s ruling that the Board of Supervisors must authorize payment for the private counsel. **The difference between that case, and this one, is that in *Biaett* the County Attorney designated the Attorney General to represent or appoint counsel to the Recorder; whereas here, the Recorder bypassed the County Attorney in order to obtain counsel without her input and appointment.**

1 retention is unlawful. This expenditure exists whether the Recorder is paying American
2 First Legal from appropriated funds *or*, as in *Heap v. Galvin*, the Recorder claims
3 entitlement to attorneys' fees if he were to prevail against the Board of Supervisors, for
4 which the County would be obligated to pay.

5 58. Accordingly, the County is entitled to (1) declaratory judgment that the
6 Recorder acted outside of his lawful authority by expending public monies to hire America
7 First Legal without the approval of the County Attorney, and (2) preliminary and permanent
8 injunctive relief enjoining the Recorder from expending any additional funds to retain
9 America First Legal or any other outside counsel that has not been appointed by the County
10 Attorney.

11 PRAYER FOR RELIEF

12 Wherefore, the County Attorney prays for the following relief:

13 A. A declaration pursuant to A.R.S. § 12-1831 that the Recorder is not lawfully
14 permitted to select, retain, or otherwise utilize any outside counsel that has not been
15 appointed by the County Attorney unless the County Attorney has a direct legal conflict
16 with the Recorder.

17 B. A declaration pursuant to A.R.S. § 12-1831 that the Recorder is not lawfully
18 permitted to expend public monies by hiring America First Legal without the approval of
19 the County Attorney.

20 C. An injunction pursuant to A.R.S. § 12-1801, Arizona Rule of Civil Procedure
21 65, and other applicable law preliminarily and permanently enjoining the Recorder from
22 retaining America First Legal or any other outside counsel that has not been appointed by
23 the County Attorney.

24 D. An injunction pursuant to A.R.S. § 12-1801, Arizona Rule of Civil Procedure
25 65, and other applicable law preliminarily and permanently enjoining the Recorder from
26 expending any funds to retain America First Legal or any other outside counsel that has not
27 been appointed by the County Attorney.

28 E. An order awarding the County Attorney's fees and nontaxable expenses

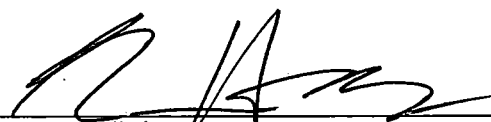
1 incurred in this action under A.R.S. § 12-348, A.R.S. § 12-348.01, and any other applicable
2 law or common law authorizing the award of attorney's fees and nontaxable expenses.

3 F. An order awarding the County Attorney her taxable costs under A.R.S.
4 §§ 12-341, 12-1840, and any other applicable law authorizing the award of taxable costs.

5 G. Such other relief as the Court deems necessary, equitable, proper, and just.
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1 DATED this 25th day of June, 2025

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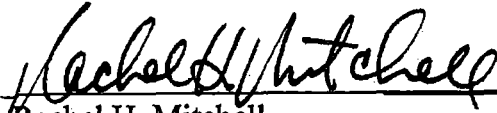
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SNELL
& WILMER

VERIFICATION

I declare under penalty of perjury that I have read the foregoing Verified Special Action Complaint for Declaratory and Injunctive Relief and that it is true and correct to the best of my knowledge and belief.

Executed on June 25, 2025.

BY:



Rachel H. Mitchell

Maricopa County Attorney

EXHIBIT A

2024 WL 2783782

Only the Westlaw citation is currently available.

NOTICE: NOT FOR OFFICIAL PUBLICATION. UNDER ARIZONA RULE OF THE SUPREME COURT 111(c), THIS DECISION IS NOT PRECEDENTIAL AND MAY BE CITED ONLY AS AUTHORIZED BY RULE.

Court of Appeals of Arizona, Division I.

MARICOPA COUNTY; Bill Gates, Steve Gallardo, Thomas Galvin, Clint Hickman, Jack Sellers, the Maricopa County Board of Supervisors; Stephen Richer, the Maricopa County Recorder, Petitioners,
v.

The Honorable Tina AINLEY, Judge of the Superior Court of the State of Arizona, in and for the County of Yavapai, Respondent Judge, Strong Communities Foundation of Arizona Incorporates; Eric Lovelis; William Joseph Appleton; Laura Harrison; Yavapai County; Craig L. Brown; James Gregory; Donna G. Michaels; Mary Mallory; Harry B. Oberg; Michelle M. Burchill; Coconino County; Jeronimo Vasquez; Patrice Horstman; Adam Hess; Judy Begay; Lena Fowler; Patty Hanson Real Parties in Interest

No. 1 CA-SA 24-0086

Filed May 30, 2024

Review Denied August 2, 2024

Appeal from the Superior Court in Yavapai County, No. S1300CV202400175, The Honorable Tina Ainley, Judge, **JURISDICTION ACCEPTED; RELIEF GRANTED**

Attorneys and Law Firms

Maricopa County Attorney's Office, Phoenix By Thomas P. Liddy, Joseph E. La Rue, Jack L. O'Connor III, Rosa Aguilar Co-Counsel for Petitioners

Snell & Wilmer L.L.P., Phoenix By Brett W. Johnson, Eric H. Spencer, Colin P. Ahler, Ian Joyce Co-Counsel for Petitioners

American First Legal Foundation, Washington D.C. By James K. Rogers Co-Counsel for Real Parties in Interest Strong Communities of Arizona, Eric Lovelis, William Joseph Appleton and Laura Harrison

Jennifer J. Wright, Phoenix Co-Counsel for Real Parties in Interest Strong Communities of Arizona, Eric Lovelis, William Joseph Appleton and Laura Harrison

Yavapai County Attorney's Office, Prescott By Thomas M. Stoxen, Michael J. Gordon Counsel for Real Parties in Interest Yavapai County

Flagstaff Law Group, Flagstaff By Rose Winkeler Counsel for Real Parties in Interest Coconino County

Presiding Judge Maria Elena Cruz delivered the decision of the Court, in which Chief Judge David B. Gass and Judge Daniel J. Kiley joined.

MEMORANDUM DECISION

CRUZ, Judge:

*1 ¶1 In this special action petition, Maricopa County; Bill Gates, Steve Gallardo, Thomas Galvin, Clint Hickman, Jack Sellers (collectively, "Maricopa Board of Supervisors"); and Stephen Richer ("Maricopa County Recorder") (Maricopa County, Maricopa Board of Supervisors and Maricopa County Recorder collectively, "Maricopa Petitioners") seek relief from the superior court's denial of their motion for change of venue. The Maricopa Petitioners argue the superior court should have granted their motion because a special action challenging the election practices and procedures of three counties and their respective officials cannot be brought in a single county in which some, but not all, of the bodies and officers preside and the events giving rise to the lawsuit took place.

¶2 For the following reasons, we accept special action jurisdiction. Because Arizona law does not provide for a transfer of venue in special actions brought in the superior court, we grant relief in the form of dismissal without prejudice as to Maricopa Petitioners.

FACTUAL AND PROCEDURAL HISTORY

¶3 In February 2024, Strong Communities Foundation of Arizona Incorporated, Eric Lovelis, William Joseph Appleton, and Laura Harrison (collectively, "Real Parties in Interest") filed a lawsuit against Maricopa Petitioners; Yavapai County and the Yavapai County Recorder (collectively, "Yavapai Defendants"); Coconino County, the

Coconino County Recorder and the Coconino Board of Supervisors (collectively, “Coconino Defendants”) alleging issues with election administration and procedures. Maricopa Petitioners filed a motion for change of venue from Yavapai County to Maricopa County. Real Parties in Interest opposed the motion. The Yavapai Defendants and the Coconino Defendants did not oppose the Maricopa Petitioner’s venue change request. The superior court denied the motion after considering Arizona Rule of Procedure for Special Actions (“Rule”) 4(b), and reasoning “it would lead to a ridiculous result” if one plaintiff had to file multiple lawsuits in multiple counties to challenge the counties’ respective election procedures and practices.

¶4 Maricopa Petitioners challenge the superior court’s denial of their motion for change of venue.¹ At Maricopa Petitioners’ request and after a hearing, we temporarily stayed the superior court’s proceedings in this matter.

¹ Before filing their response, Real Parties in Interest moved to dismiss this special action. The Arizona Rules of Procedure for Special Actions do not authorize a motion to dismiss. Real Parties in Interest later moved to withdraw the motion to dismiss and, we grant the same.

SPECIAL ACTION JURISDICTION

¶5 Our decision to accept special action jurisdiction is discretionary. *State v. Superior Court (Landeros)*, 203 Ariz. 46, 47, ¶ 4 (App. 2002). We accept special action jurisdiction here for three reasons. First, “[b]ecause an appeal cannot adequately cure an erroneous venue ruling, such orders are appropriately reviewable by special action.” *Sierra Tucson, Inc. v. Lee*, 230 Ariz. 255, 257, ¶ 6 (App. 2012) (citations and internal quotation marks omitted). Second, this case requires us to determine the correct application of Rule 4(b), presenting a question of law that is reviewed de novo and is appropriate for review by special action. *See id.* at 257, ¶ 7; *ChartOne, Inc. v. Bernini*, 207 Ariz. 162, 165-66, ¶ 8 (App. 2004). Third, application of Rule 4(b) to the circumstances here is a matter of statewide importance. *See Sierra Tucson, Inc.*, 230 Ariz. at 257, ¶ 7 (stating that the interpretation of Arizona Revised Statutes (“A.R.S.”) section 12-404 was a matter of statewide importance); *Landeros*, 203 Ariz. at 47, ¶ 4 (“Special action jurisdiction is appropriate in matters of statewide importance”).

DISCUSSION

*2 ¶6 We review de novo the application of court rules. *Levy v. Alfaro*, 215 Ariz. 443, 444, ¶ 6 (App. 2007).

¶7 Special actions seek extraordinary relief “previously obtained against a body, officer, or person by writs of certiorari, mandamus, or prohibition.” Rule 1(a). Special actions may raise the following three types of issues: (1) whether defendants have failed to exercise discretion they have a duty to exercise or failed to “perform a duty required by law” in which they have no discretion; (2) whether defendants are proceeding or threatening to act outside their legal authority; or (3) whether “a determination was arbitrary and capricious or an abuse of discretion.” Rule 3. Special actions are governed by the Arizona Rules of Procedure for Special Actions. Rule 1(a). These rules provide procedures for bringing a special action, such as mandating where initial venue is appropriate. Rule 4(b). In civil actions, venue is determined according to A.R.S. § 12-401.

¶8 Rule 4(b) states that “[a]n action brought in the Superior Court under [the Arizona Rules of Procedure for Special Actions] shall be brought in the county in which the body or officer has or should have determined the matter to be reviewed[.]” In contrast, A.R.S. § 12-401(15), (16) states “[n]o person shall be sued out of the county in which such person resides except: ... [a]ctions against counties shall be brought in the county sued unless several counties are defendants, when it may be brought in any one of the counties. Actions against public officers shall be brought in the county in which the officer, or one of several officers, holds office.”

¶9 “[I]n the event of irreconcilable conflict between a procedural statute and a rule, the rule prevails.” *Seisinger v. Siebel*, 220 Ariz. 85, 89, ¶ 8 (2009). But “rules and statutes should be harmonized wherever possible and read in conjunction with each other.” *Johnson v. Elson*, 192 Ariz. 486, 488, ¶ 8 n.4 (App. 1998) (citations omitted).

¶10 Here, Rule 4(b) does not irreconcilably conflict with A.R.S. § 12-401(15), (16). Rather, Rule 4(b) provides a specific procedure for determining special action venue within the framework of the general venue statute. *See* Rule 4(b), cmt. b, (“This section ... is in general accordance with Arizona’s venue statute, A.R.S. § 12-401”); *see also Morales v. Coffey*, 256 Ariz. 50, 57, ¶ 19 (App. 2023) (holding that A.R.S. § 12-820.03(B) did not conflict with Rule 42,

Arizona Rules of Civil Procedure, because “[t]he former is a more specific procedural direction within the broader framework of the latter.”). Therefore, Rule 4(b) governs venue in special actions.

¶11 Despite contrary authority, Real Parties in Interest argue this court must harmonize A.R.S. § 12-401(15), (16) with Rule 4(b) by trumping the Rule’s requirement that special actions against a county body or officer be filed in the county where that body or officer presides. *See Maricopa Cnty. v. Barkley*, 168 Ariz. 234 (App. 1990); *Cochise Cnty. v. Helm*, 130 Ariz. 262 (App. 1977); *Dunn v. Carruth*, 162 Ariz. 478 (1989). *Barkley*, *Helm*, and *Carruth* are instructive on this matter.

*3 ¶12 In *Barkley*, this court considered whether a statute that mandated an action’s initial venue precluded a venue transfer under A.R.S. § 12-408. 168 Ariz. at 237–38. This court held it did not, reasoning that harmonizing statutes mandating initial venue with the venue provisions listed in A.R.S. § 12-408 allowed for a venue transfer after the action was initiated in the proper venue in the first instance. *Id.* Similarly, in *Helm*, this court held that when a special action is brought in the proper venue under Rule 4(b), venue transfer is allowed under A.R.S. § 12-408. 130 Ariz. at 263. Further in *Carruth*, the Arizona Supreme Court held that even when a statute required a venue transfer a party may exercise a second venue transfer for cause even if the State exercised its right to secure the first venue change under a different statute. 162 Ariz. at 480–81.

¶13 These three cases establish the legal principle that the court must follow the venue mandated for the initial filing of an action, though that court may later transfer venue for cause. That is, the court must apply the initial venue provisions of the Arizona Rules of Procedure for Special Actions even if later changes in venue are permitted. *See Hellman v. Marquardt*, 111 Ariz. 95, 98 (1974); *Helm*, 130 Ariz. at 263.

¶14 Because Real Parties in Interest brought their claims as a special action, the Arizona Rules of Procedure for Special Actions apply. *See* Rule 1(a). When the plain reading of a rule or statute is unambiguous, we apply it as written. *Apodaca v. Keeling*, 246 Ariz. 349, 351, ¶ 6 (App. 2019). Rule 4(b) is unambiguous and should be applied as written. Accordingly, special actions brought against Maricopa County officials must be initiated in Maricopa County, just as special actions brought against Coconino County officials must be initiated in Coconino County.

¶15 We now turn to the appropriate relief. Maricopa Petitioners ask this court for relief in the alternative, either order the superior court to transfer the special action to Maricopa County or dismiss the special action outright. Based on this court’s longstanding precedent, dismissal is the appropriate relief. *See Helm*, 130 Ariz. at 263. In *Helm*, this court held that “there is no provision for transfer of a special action petition brought in the superior court comparable to the provision for transfer in A.R.S. § 12-120.22(B),” which allows for transfer of an appeal that was brought in the wrong appellate court or division. *Id.* Therefore, we remand for dismissal without prejudice of the special action against Maricopa Petitioners.

CONCLUSION

¶16 For the foregoing reasons, we hold that even though Yavapai County and Coconino County also were named, Real Parties in Interest improperly filed the special action against Maricopa Petitioners in Yavapai County. We accept special action jurisdiction, grant relief, and remand the matter to the superior court to dismiss the Maricopa Petitioners without prejudice to filing an action in Maricopa County.

All Citations

Not Reported in Pac. Rptr., 2024 WL 2783782

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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

JUSTIN HEAP, in his official capacity as
Maricopa County Recorder;

Plaintiff,

v.

THOMAS GALVIN, in his official capacity as a member of the Maricopa County Board of Supervisors; MARK STEWART, in his official capacity as a member of the Maricopa County Board of Supervisors; KATE BROPHY MCGEE, in her official capacity as a member of the Maricopa County Board of Supervisors; DEBBIE LESKO, in her official capacity as a member of the Maricopa County Board of Supervisors; STEVE GALLARDO, in his official capacity as a member of the Maricopa County Board of Supervisors;

Defendants.

AND

RACHEL MITCHELL, in her official
capacity as the Maricopa County Attorney;

Plaintiff,

v.

JUSTIN HEAP, in his official capacity as
Maricopa County Recorder;

Defendant.

Case No. CV2025-020621

**PARTIES' STIPULATION TO
CONSOLIDATE**

**(Assigned to the Hon. Susanna
C. Pineda)**

Case No. CV2025-022266

(Assigned to the Hon. Adele Ponce)

1 In the following two special actions: 1) *Heap v. Galvin*, CV2025-020621 (filed on June
2 12, 2025) and 2) *Mitchell v. Heap*, CV2025-022266 (filed on June 25, 2025), the parties to both
3 cases hereby provide notice that they consent to consolidation of the special actions under
4 Arizona Rule of Civil Procedure 42(a) and Rule 3.1 of the Local Rules of Practice for the
5 Maricopa County Superior Court.

6 RESPECTFULLY SUBMITTED this 7th of July, 2025.

7 **America First Legal Foundation**

8
9 By: /s/ James Rogers

10 James K. Rogers (No. 027287)

11 *Senior Counsel*

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14 *Defendant in Mitchell v. Heap*

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SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2025-020621
CV 2025-022266

07/14/2025

HONORABLE SCOTT A. BLANEY

CLERK OF THE COURT
P. McKinley
Deputy

JUSTIN HEAP

JAMES K ROGERS

v.

THOMAS GALVIN, et al.

RYAN P HOGAN
BRETT W JOHNSON
CHARLENE A WARNER
DOCKET CV TX
JUDGE BLANEY
JUDGE PONCE

CASE CONSOLIDATION

Pursuant to the parties' *Stipulation to Consolidate*, filed July 7, 2025,

IT IS ORDERED consolidating cause numbers CV2025-020621 and CV2025-022266 under cause number CV2025-020621 for all further proceedings all in accordance with the formal written *Order to Consolidate* electronically signed by the Court on July 13, 2025 and entered (filed) by the Clerk on July 15, 2025.

AMERICA FIRST LEGAL FOUNDATION

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Attorney for Recorder Justin Heap - Plaintiff (Heap v. Galvin) / *Defendant* (Mitchell v. Heap)

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

JUSTIN HEAP, in his official capacity as
Maricopa County Recorder;

Plaintiff,

v.

THOMAS GALVIN, in his official capacity as a member of the Maricopa County Board of Supervisors; MARK STEWART, in his official capacity as a member of the Maricopa County Board of Supervisors; KATE BROPHY MCGEE, in her official capacity as a member of the Maricopa County Board of Supervisors; DEBBIE LESKO, in her official capacity as a member of the Maricopa County Board of Supervisors; STEVE GALLARDO, in his official capacity as a member of the Maricopa County Board of Supervisors;

Defendants.

AND

RACHEL MITCHELL, in her official
capacity as the Maricopa County Attorney;

Plaintiff,

v.

JUSTIN HEAP, in his official capacity as
Maricopa County Recorder;

Defendant.

Case Nos.

CV2025-020621

CV2025-022266

(consolidated)

VERIFIED ANSWER TO PLAINTIFF RACHEL MITCHELL'S VERIFIED SPECIAL ACTION COMPLAINT

(Assigned to the Hon. Scott Blaney)

1 Maricopa County Recorder Justin Heap (“Defendant” or “Recorder Heap”), Answers
2 Plaintiff Attorney Mitchell’s (“Plaintiff’s” or “Attorney Mitchell’s”) Complaint as follows:

3 INTRODUCTION

4 1. Recorder Heap is without knowledge of Plaintiff’s motivations for bringing this
5 suit. Therefore, the allegations in this Paragraph are denied.

6 2. Recorder Heap admits that, under Article XII, Section 4 of the Arizona Consti-
7 tution, the duties, powers, and qualifications of county officers are as prescribed by law.

8 3. Recorder Heap denies that county officers may exercise only those powers ex-
9 pressly or impliedly delegated to them by the Arizona Constitution or Arizona state statutes
10 but admits that county officers may only exercise those powers expressly or impliedly dele-
11 gated to them by state or federal law.

12 4. Recorder Heap denies that A.R.S. § 11-532(A) provides that the County Attor-
13 ney is the attorney for all of Maricopa County’s elected officers, including the Recorder. A.R.S.
14 § 11-532(A) provides that the county attorney is the legal advisor to the Board of Supervisors
15 and is responsible for defending claims against them, such as those set forth in Recorder
16 Heap’s Verified Complaint. *Id.* at (A)(9). The statute provides that the County Attorney is to
17 provide written opinions to other officers concerning the duties of their offices when required.
18 *Id.* at (A)(7).

19 5. Recorder Heap denies that the County Attorney has the right and duty to ap-
20 point outside counsel when the County Attorney does not have a directly adverse legal conflict
21 with a client but some other conflict prevents her from representing two clients simultane-
22 ously. Rather, neither the Arizona Constitution nor any State statute explicitly or impliedly
23 grants to her any such authority.

24 6. Recorder Heap denies the existence of the customary rule alleged in Plaintiff’s
25 Paragraph 5 and, if such a customary rule exists, denies that there is only one exception to it.

26 7. As set forth above, Recorder Heap denies the existence of the customary rule
alleged in Plaintiff’s Paragraph 5 and, if such a customary rule exists, denies that there is only
one exception to it. Therefore, the allegations in this paragraph are denied.

8. Recorder Heap denies that a Board of Supervisors’ authority to retain outside

1 counsel is limited to situations involving a “direct” conflict of interest.

2 9. Recorder Heap denies that he lacked legal authority to retain counsel of his
3 choice in the instant action.

4 10. Recorder Heap admits that his counsel in the instant matter was not appointed
5 by Attorney Mitchell and denies that his selection of counsel was unlawful. He asserts that
6 County Attorney Mitchell and/or the Board of Supervisors refused to allow Attorney Mitch-
7 ell’s appointed counsel to litigate on behalf of Recorder Heap.

8 11. Recorder Heap admits that he selected counsel without Plaintiff’s approval. He
9 denies that he acted in violation of law or in excess of his legal authority in doing so. Recorder
10 Heap denies the implication that the County Attorney lacks a conflict of interest in this dispute.
11 Recorder Heap lacks the knowledge necessary to form an opinion as to Plaintiff’s motivations
12 for the instant suit, denies the relief Attorney Mitchell is seeking is lawful, and on those bases,
13 denies that the County Attorney is seeking to vindicate her lawful authority.

14 PARTIES

15 12. Recorder Heap admits the allegations in Paragraph 12 to the extent they identify
16 Plaintiff as the duly elected Maricopa County Attorney, an office established by the Arizona
17 Constitution, and describe Plaintiff’s general role under Arizona law. As set forth above, he
18 denies that A.R.S. § 11-532(A) establishes that Plaintiff is his attorney in the instant case. He
19 denies that County Attorney Mitchell has an inherent and legally protectable interest in deny-
20 ing him his choice of counsel under the circumstances presented by the instant case. Recorder
21 Heap admits Plaintiff brings this lawsuit in her official capacity. Recorder Heap denies all other
22 remaining allegations of this paragraph.

23 13. Recorder Heap admits that he is the Maricopa County Recorder, an elected
24 county officer created by the Arizona Constitution, and that he is named as Defendant in this
25 action in his official capacity. Recorder Heap denies the allegation in Paragraph 13 that he
26 lacked legal authority to retain his own choice of outside counsel under the circumstances at
bar and denies any implication that his actions were ultra vires or unlawful.

JURISDICTION AND VENUE

14. Recorder Heap admits the allegations in Paragraph 14, and specifically admits

1 that all or part of the events underlying this dispute occurred in Maricopa County, Arizona.

2 15. Paragraph 15 states legal conclusions regarding jurisdiction to which no re-
3 sponse is required. To the extent a response is required, Recorder Heap does not contest
4 jurisdiction.

5 16. Recorder Heap denies the allegation in Paragraph 16 that he has proceeded or
6 threatened to proceed without or in excess of his legal authority.

7 17. Recorder Heap admits that venue is proper in Maricopa County.

8 GENERAL ALLEGATIONS

9 18. Recorder Heap admits that he and the Maricopa County Board of Supervisors
10 have been engaged in a dispute concerning the interpretation of certain Arizona election stat-
11 utes, their respective responsibilities in election administration, and an agreement between
12 them regarding those responsibilities. Recorder Heap denies that this is a “separate” dispute.

13 19. Recorder Heap is without the knowledge necessary to form a belief as to the
14 truth or falsity of Plaintiff’s assertion regarding “typical” practices in a dispute such as the one
15 at bar. Accordingly, the allegations in this paragraph are denied.

16 20. Recorder Heap denies that the County Attorney has “near-unfettered” or “al-
17 most totally exclusive” power of any sort and asserts that our system is one of checks and
18 balances. Recorder Heap is without knowledge sufficient to form an opinion as to what is
19 meant by a “limited” exception and denies that he has acted unlawfully by retaining under-
20 signed counsel in this matter. Recorder Heap denies that public funds can never be expended
21 to hire outside counsel to perform legal duties assigned by law to the county attorney and
22 denies that he is expending public funds in the instant case except insofar as he will seek an
23 award of fees and costs when he prevails in this matter. Any remaining allegations in this
24 paragraph are denied.

25 21. Recorder Heap admits that Plaintiff has accurately cited the Arizona Rules of
26 Professional Conduct, admits that Plaintiff cannot represent him in this matter, and is without
knowledge or information necessary to form a belief as to whether Plaintiff can represent (or
has represented) the Board in this matter, and on that basis denies the same. Recorder Heap
admits that Attorney Mitchell, in taking sides in this matter, has violated the rules of

1 professional conduct.

2 22. Recorder Heap denies that attorney Mitchell appointed outside counsel to rep-
3 resent both the Recorder and the Board of Supervisors this dispute. Attorney Mitchell origi-
4 nally appointed a criminal defense attorney to advise the Recorder on the dispute and, when
5 the Recorder complained that this attorney lacked sufficient subject matter expertise, ap-
6 pointed former Arizona Supreme Court Justice Andrew Gould to advise the Recorder only
7 during negotiations with the Board. While Mr. Gould's qualifications are not in question, At-
8 torney Mitchell and the Board did not allow him to litigate on the Recorder's behalf.

9 23. Recorder Heap denies the allegation that he failed to work with Mr. Gould, but,
10 as set forth above, Mr. Gould was not authorized to litigate this matter on behalf of the Re-
11 corder, and Recorder Heap therefore retained undersigned counsel.

12 24. Recorder Heap admits that on June 12, 2025, counsel from America First Legal
13 Foundation, on his behalf, filed *Heap v. Galvin, et al.* against the members of the Maricopa
14 County Board of Supervisors.

15 25. Recorder Heap admits that Plaintiff did not appoint or authorize America First
16 Legal (or its attorneys) to represent him and admits that America First Legal does not have a
17 current engagement letter or contract with the Board of Supervisors to represent the Recorder,
18 who is averse to the Board of Supervisors.

19 26. Recorder Heap admits that Attorney Mitchell violated her ethical duties by fail-
20 ing to ensure that he received quality, competent, representation from outside counsel. In-
21 stead, she did not provide him with *any* attorney at all to litigate against the Board. Recorder
22 Heap denies that the County Attorney strove to appoint outside counsel with the requisite
23 subject-matter expertise to represent him and asserts that she willfully appointed counsel who
24 lacked the subject matter expertise to advise him. After strenuous protest by Recorder Heap,
25 County Attorney Mitchell appointed Mr. Gould to advise him, but did not allow Mr. Gould
26 to litigate on the Recorder's behalf. The Recorder denies that the County Attorney "usually"
appoints an attorney from a list of approved firms insofar as, upon information and belief,
counsel for the Board in this matter is not on the County's list of approved firms. Ex. 1,
Maricopa County List of Approved Outside Counsel; Ex. 2, Office of Procurement Services,

1 Goods and Services Competition Impracticable Form; Ex. 3, Board Approval of Procurement.
2 The Recorder denies that there is an “untenable risk of an exorbitant fee award for which the
3 County will be responsible” insofar as this Court is undoubtedly well-practiced in ascertaining
4 reasonable rates and hours for prevailing counsel when adjudicating fee-shifting issues. Any
5 remaining allegations in this paragraph are denied.

6 27. Paragraph 27 consists of Plaintiff’s opinions and characterizations regarding
7 America First Legal and the use of public monies. These are not factual allegations directed at
8 Recorder Heap, and no response is required. To the extent a response is required, Recorder
9 Heap denies the allegations in Paragraph 27 and denies any implication that his choice of
10 counsel was improper. Notwithstanding, Mr. Rogers is eminently well qualified to represent
11 the Recorder. After earning his J.D. from Harvard Law School and his LL.M. from the Uni-
12 versity of Cambridge, he clerked for Arizona Supreme Court Justice Scott Bales, worked as an
13 associate at Osborn Maledon, and was elected a partner at that firm, and has experience liti-
14 gating election-related matters.

15 28. Recorder Heap admits that America First Legal has extensive litigation and ad-
16 vocacy experience and that this paragraph lists a selection of some of the firm’s practice areas.
17 Recorder Heap denies the remaining allegations of this paragraph and denies any suggestion
18 that his chosen counsel lacks relevant qualifications or experience.

19 29. Recorder Heap admits that James K. Rogers, his chosen attorney, is licensed to
20 practice law in Arizona. Recorder Heap admits that America First Legal Foundation’s office
21 is located in Washington, D.C., but Mr. Rogers resides in, and works, from Arizona.

22 30. Recorder Heap admits that America First Legal is not on the Maricopa County
23 Attorney’s list of approved outside counsel and has no contract with the Maricopa County
24 Board of Supervisors for legal services.

25 31. Paragraph 31 states opinion and legal conclusions not requiring a response. To
26 the extent a response is required, Recorder Heap denies the allegations and denies any sugges-
tion that his chosen counsel lacks relevant qualifications or experience.

32. Recorder Heap denies that the County Attorney is of the opinion that America
First Legal is not the best choice to represent the Recorder and denies that Plaintiff Mitchell’s

1 subjective beliefs have any legal effect on his authority to select counsel.

2 33. Paragraph 33 makes allegations based on hypothetical speculation about the
3 Plaintiff's actions and therefore does not require a response. To the extent that it requires a
4 response, Recorder Heap denies the paragraph's allegations and affirmatively alleges that, in
5 response to inquiries about representation for litigation, the Maricopa County Attorney's Of-
6 fice did not assign litigation counsel to Recorder Heap and affirmatively stated that the scope
7 of Mr. Gould's engagement did not allow him to file suit on Recorder Heap's behalf. Ex. 4,
8 Maricopa County Engagement Letter with Andrew Gould; Ex. 5, Gould Disengagement Let-
9 ter.

10 34. Recorder Heap admits that an actual legal conflict exists between him and At-
11 torney Mitchell and that he is entitled to his choice of counsel in this matter.

12 35. Recorder Heap denies that Attorney Mitchell is authorized to deny Recorder
13 Heap his choice of counsel in a consolidated matter in which she is also suing him. Recorder
14 Heap denies that Attorney Mitchell is without a conflict as to any part of this matter. He denies
15 that Attorney Mitchell would be authorized to prohibit him from retaining his choice of coun-
16 sel in this matter even if she were not suing him.

17 36. Recorder Heap denies that County Attorney Mitchell has authority under Ari-
18 zona law to appoint his counsel in any part of this dispute, denies that he lacked the authority
19 to retain his own counsel, and denies that he would lack the authority to bind the County for
20 fees and costs in this circumstance, even contractually.

21 37. Recorder Heap denies that County Attorney Mitchell has the authority to select
22 his counsel in this matter or that he lacked the legal authority to retain undersigned counsel in
23 this matter. Any remaining allegations in this paragraph are likewise denied.

24 38. Recorder Heap denies the allegations in Paragraph 38, including the contention
25 that he lacked authority to retain his own counsel and was required to use only counsel ap-
26 pointed by Plaintiff.

39. Recorder Heap denies that his authority to select his own counsel here under-
mines the constitutional office and statutory authority of the County Attorney by encouraging
elected officers to retain their own private counsel, especially in light of Plaintiff's allegation

1 that she is unable to represent either the Board or Recorder in the instant suit. Recorder Heap
2 denies that it is against the public interest to deny the public's choice of County Recorder the
3 right to litigation counsel to contest the Board's efforts to prevent him from doing the job the
4 public elected him to do. Any remaining allegations in this paragraph are likewise denied.

5 40. Recorder Heap admits that A.R.S. § 11-532(A)(7) designates the County Attor-
6 ney as the legal advisor to the county's officers only to the extent they request a written opinion
7 on matters relating to the duties of their offices and the provision of such an opinion is re-
8 quired. Recorder Heap denies that A.R.S. § 11-532(A)(7) designates the County Attorney as
9 his legal advisor as pertains to the instant dispute. Recorder Heap admits that A.R.S. §
10 11-532(A)(9) assigns the County Attorney responsibility to "oppose claims against" the Board
11 of Supervisors if they are claims that the County Attorney "deems unjust or illegal" and denies
12 that it assigns the County Attorney the responsibility to handle litigation on his behalf. Re-
13 corder Heap denies Attorney Mitchell's allegations regarding the legislative intent of A.R.S. §
14 11-532.

15 41. The Recorder denies that the law lacks an adequate remedy to address the issues
16 raised in Attorney Mitchell's suit and denies the implication that she has standing to bring suit.
17 If the Board was concerned about the Recorder's choice of counsel, they could have filed a
18 motion to disqualify Recorder Heap's counsel. Instead of allowing the Board to raise the issue
19 if it so wished, Attorney Mitchell has chosen instead to sue what she claims to be her own
20 client. Any remaining allegations of this paragraph are denied.

21 COUNT I

22 Declaratory and Injunctive Relief

23 42. Paragraph 42 incorporates by reference the prior allegations of the Complaint.
24 In response, Recorder Heap incorporates by reference his answers to Paragraphs 1 through
25 41 above as though fully set forth herein.

26 43. The allegations in this Paragraph are denied for the reasons already set forth
above.

44. Recorder Heap admits the allegation in Paragraph 44 that the Recorder's au-
thority is limited to those powers expressly or impliedly delegated to him by state and federal

1 law. Recorder Heap also affirmatively alleges that the County Attorney's authority is also lim-
2 ited only to those powers delegated to her and that no statute confers on her the authority to
3 choose the County Recorder's attorney.

4 45. Recorder Heap is without knowledge or information sufficient to admit or deny
5 what provisions of law Plaintiff may be "unaware" of. Recorder Heap denies that he lacks
6 precedential support for his position.

7 46. This Paragraph sets forth legal conclusions to which no response is required.
8 To the extent a response is Required, the Recorder denies that he lacked legal authority to
9 choose his counsel in the case at bar.

10 47. Recorder Heap denies the allegations in Paragraph 47, including the assertions
11 that he acted ultra vires, without authority of law, or usurped any of Plaintiff's statutory au-
12 thority.

13 48. Recorder Heap denies the allegations in Paragraph 48.

14 49. Recorder Heap denies the allegations in Paragraph 49.

15 50. Recorder Heap admits that, as a general principle, public officials may be en-
16 joined from acts that are beyond their legal power, as stated in *Ariz. Pub. Integrity All. v. Fontes*,
17 250 Ariz. 58, 62 ¶ 14 (2020). Recorder Heap denies that he has engaged in any act that is
18 beyond his legal power.

19 51. Recorder Heap denies that Plaintiff is entitled to the declaratory or injunctive
20 relief described in Paragraph 51, or to any relief whatsoever in Count I of the Complaint.

21 COUNT II

22 Declaratory and Injunctive Relief

23 52. Paragraph 52 incorporates by reference the preceding paragraphs. In response,
24 Recorder Heap incorporates by reference his answers to all prior paragraphs above as though
25 fully set forth herein.

26 53. Recorder Heap denies that his counsel is an employee of either his office or the
Board of Supervisors and denies any remaining allegations in this paragraph.

54. Recorder Heap admits that A.R.S. § 11-641(C) provides that if an illegal pay-
ment of public monies is made, the county attorney may institute an action in the name of the

1 county against the responsible agent to enjoin the payment of the monies. Recorder Heap
2 denies the implication that a court award of Attorney's fees and costs in this matter would
3 implicate A.R.S. § 11-641(C). *See* A.R.S. § 11-641(A) ("If a board of supervisors or a county
4 or school district officer, employee or agent, **without authority of law**, orders or causes any
5 public monies to be paid..." (emphasis added)).

6 55. Recorder Heap admits that he has requested an award of attorneys' fees in *Heap*
7 *v. Galvin*, which, if granted, would be paid from public funds by Maricopa County pursuant to
8 A.R.S. § 12-348.01 (and other applicable law). Recorder Heap denies that any public monies
9 have been paid or are being paid to America First Legal for his representation in that case to
10 date.

11 56. Recorder Heap denies the allegations in Paragraph 56, including the mischarac-
12 terization of the holding of *Maricopa County v. Biaett*, 21 Ariz. 286 (App. 1974) in footnote 5.

13 57. Recorder Heap denies the allegations in Paragraph 57. Recorder Heap further
14 affirmatively states that he has not expended any Maricopa County funds to engage America
15 First Legal as his counsel.

16 58. Recorder Heap denies that Plaintiff (or Maricopa County) is entitled to any de-
17 claratory judgment, injunction, or other relief sought in Paragraph 58, and denies that he has
18 acted outside his lawful authority or expended public monies unlawfully.

19 59. Pursuant to Rule 8(c)(3), Recorder Heap generally denies all allegations not spe-
20 cifically admitted herein.

21 AFFIRMATIVE DEFENSES

22 60. Failure to State a Claim: The Complaint fails to state a claim upon which relief
23 can be granted because County Attorney Mitchell has no authority to select Recorder Heap's
24 counsel, and she therefore has no legally protectable interest in this matter. Even if Attorney
25 Mitchell had such authority generally, a conflict of interest exists in this circumstance pursuant
26 to ER 1.7(a) for the following reasons:

- a. The representation of one of her clients, the Board, is directly adverse to
the Recorder's interests, alternatively
- b. There is significant risk that the representation of one or more of

1 Attorney Mitchell's clients will be materially limited by her responsibilities
2 to another client. The Board of Supervisors has the authority to "Direct
3 and control the prosecution and defense of all actions to which the
4 county is a party, and compromise them." A.R.S. § 11-251(14). Attorney
5 Mitchell is responsible for acting as the legal advisor to the board of
6 supervisors as well as providing both the Board and Recorder with her
7 opinion as to the rights and duties of their offices. A.R.S. § 11-532(7,9).
8 The instant case concerns a dispute between the Board and Recorder as
9 to their respective rights and duties.

10 61. Estoppel: Plaintiff's claims are barred, in whole or in part, by the doctrine of
11 estoppel. By her conduct and the circumstances of this matter, Plaintiff is estopped from ob-
12 taining the relief she seeks. Particularly, Plaintiff:

- 13 a. Failed to authorize the counsel that she appointed to represent Recorder
14 Heap to litigate on his behalf in the terms of his engagement letter, *see*
15 Exs. 4 and 5, and in May of 2025, Mr. Gould specifically asked the Mar-
16 icopa County Attorney's Office for permission to litigate on Recorder
17 Heap's behalf but was not allowed to do so because the scope of his
18 representation was limited to negotiation of the SSA and did not include
19 litigation, and, accordingly, the County would not compensate him for
20 litigation-related work,
- 21 b. Made false statements about privileged communications with Recorder
22 Heap to the press and/or the opposing party, claiming that "no attorney
23 from my Office gave such approval [for the Recorder's Election Plan].
24 In fact, no one from the Recorder's Office requested advice from any
25 attorney in my Office on this topic, and no attorney in my Office was
26 aware that the Recorder's Office intended to do this." Ex. 6, when, in
fact, Recorder Heap *had* sought and received such approval from MCAO
attorneys,
- c. Coordinated the filing of her Verified Complaint in this matter with the

1 opposing party but not with Recorder Heap, Ex. 7-8, Thomas Galvin
2 (@ThomasGalvin), X (Jun. 13, 2025, at 9:53 PM),
3 <https://x.com/ThomasGalvin/status/1933326953223754064>
4 [<https://perma.cc/362G-3DW5>], screenshot attached hereto as Ex. 9.
5 and/or

- 6 d. Performed other actions and inactions supporting this affirmative de-
7 fense as discovery may reveal.

8 62. Waiver: Plaintiff's claims are barred, in whole or in part, by the doctrine of
9 waiver. Plaintiff has, by her actions and inactions, waived the right to pursue some or all of
10 her claims. Particularly, Attorney Mitchell was aware that Recorder Heap had retained under-
11 signed counsel as of April 18, Ex. 10, but waited until June 25 to initiate the instant litigation.
12 Given the necessity of resolving these issues well in advance of the next election, she has
13 waived her claims by failing to act in a timely fashion.

14 63. Laches: Plaintiff's claims are barred by laches. Any delay by Plaintiff in seeking
15 the requested relief was unreasonable and has resulted in undue prejudice to Recorder Heap.
16 Particularly, County Attorney Mitchell was aware that Recorder Heap had retained under-
17 signed counsel as of April 18, Ex. 10, but waited until June 25 to initiate the instant litigation.
18 Given the necessity of resolving these issues well in advance of the next election, she has
19 waived her claims by failing to act in a timely fashion.

20 64. Unclean Hands: Plaintiff's claims are barred by the doctrine of unclean hands.
21 Plaintiff's own conduct in connection with the events at issue has been inequitable, and it
22 would be unjust to reward Plaintiff with the equitable relief she seeks. Particularly, Plaintiff:

- 23 a. Failed to authorize the counsel that she appointed to represent Recorder
24 Heap to litigate on his behalf in the terms of his engagement letter, *see*
25 Exs. 4 and 5, and in May of 2025, Mr. Gould specifically asked the Mar-
26 icopa County Attorney's Office for permission to litigate on Recorder
Heap's behalf but was not allowed to do so because the scope of his
representation was limited to negotiation of the SSA and did not include
litigation, and, accordingly, the County would not compensate him for

1 litigation-related work,

- 2 b. Made false statements about privileged communications with Recorder
3 Heap to the press and/or the opposing party, claiming that “no attorney
4 from my Office gave such approval [for the Recorder’s Election Plan].
5 In fact, no one from the Recorder’s Office requested advice from any
6 attorney in my Office on this topic, and no attorney in my Office was
7 aware that the Recorder’s Office intended to do this.” Ex. 6, when, in
8 fact, Recorder Heap *had* sought and received such approval from MCAO
9 attorneys,
10 c. Coordinated the filing of her Verified Complaint in this matter with the
11 opposing party but not with Recorder Heap, Ex. 7-8, Thomas Galvin
12 (@ThomasGalvin), X (Jun. 13, 2025, at 9:53 PM),
13 <https://x.com/ThomasGalvin/status/1933326953223754064>
14 [<https://perma.cc/362G-3DW5>], screenshot attached hereto as Ex. 9
15 and/or
16 d. Performed other actions and inactions supporting this affirmative de-
17 fense as discovery may reveal.

18 65. Lack of Authority/Standing: Plaintiff lacks legal capacity or standing to assert
19 some or all of her claims. To the extent Plaintiff is attempting to interfere with the internal
20 operations and discretionary decisions of an independent elected office, her claims exceed her
21 legal authority and Plaintiff lacks a beneficial interest in this matter due to her lack of authority
22 to appoint Recorder Heap’s counsel or, alternatively, her conflict of interest.

23 66. Governmental Immunity: To the extent applicable, Plaintiff’s claims are barred
24 by governmental immunity, sovereign immunity, or other immunities provided by law.

25 67. Statutory Compliance: At all times relevant, Recorder Heap acted in good faith
26 and in compliance with all applicable statutes, rules, and legal authority. Any actions taken by
Recorder Heap were within the scope of his lawful authority and official duties, thereby barring Plaintiff’s claims of ultra vires conduct.

68. Reservation of Rights: Recorder Heap reserves the right to assert additional

1 defenses or affirmative defenses that may become applicable during the course of this action.

2 WHEREFORE, Recorder Heap prays that the County Attorney's Verified Complaint
3 be dismissed with prejudice, that the relief she seeks be denied, and that he be awarded his
4 reasonable attorney's fees and costs of suit.

5 RESPECTFULLY SUBMITTED this 25th day of July, 2025.

6 **America First Legal Foundation**

7
8 By: /s/James Rogers

9 James K. Rogers (No. 027287)

10 *Senior Counsel*

America First Legal Foundation

611 Pennsylvania Ave., SE #231

Washington, D.C. 20003

Phone: (202) 964-3721

James.Rogers@aflegal.org

11 *Attorney for Maricopa County Recorder Justin Heap,*

12 *Plaintiff in Heap v. Galvin*

13 *Defendant in Mitchell v. Heap*

14
15 ORIGINAL filed and served via electronic
16 means this 25th day of July, 2025, upon:

17 Kory Langhofer

STATECRAFT PLLC

649 North Fourth Avenue, First Floor

Phoenix, Arizona 85003

18 kory@statecraftlaw.com

19
20 *Attorney for Defendants in Heap v. Galvin*

21 Brett W. Johnson

22 Ryan P. Hogan

Charlene A. Warner

23 Snell & Wilmer

1 E Washington Street, Suite 2700

Phoenix, Arizona 85004

24 bwjohnson@swlaw.com

rhogan@swlaw.com

25 cwarner@swlaw.com

26 *Attorneys for Plaintiff in Mitchell v. Heap*

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VERIFICATION

I, Justin Heap, declare that I have read the foregoing complaint, I know the contents thereof, and that it is true and correct to the best of my knowledge. To the extent I am relying on documents as to matters of fact of which I do not have personal knowledge, I have a reasonable belief that those documents are genuine and accurate. To the extent the complaint makes allegations based on information and belief, I believe those allegations to be true.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 25, 2025.

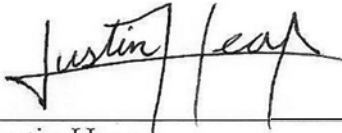

Justin Heap
Maricopa County Recorder

Exhibit 1

SERIAL 230116-ROQ OUTSIDE LEGAL SERVICES

DATE OF LAST REVISION: March 03, 2025

CONTRACT END DATE: June 30, 2026

CONTRACT PERIOD THROUGH JUNE 30, 2026

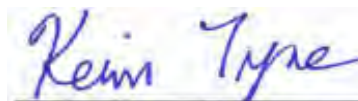
TO: All Departments

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 **June 28, 2023 (Eff. 07/01/2023)**.

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.


Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

AS/mm

Attach

Copy to: Office of Procurement Services
Joseph Vigil, County Attorney
Shannon Murphy, Risk Management

(Please remove Serial 171115-ROQ from your contract notebooks)

BALLARD SPAHR LLP, 1 EAST WASHINGTON STREET SUITE 2300, PHOENIX, AZ 85005-2555

COMPANY NAME:	Ballard Spahr LLP
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	1 East Washington Street, Suite 2300, Phoenix, AZ 85004-255
REMIT TO ADDRESS:	1735 Market Street, 51st Floor, Philadelphia, PA 19103-7599
TELEPHONE NUMBER:	215.662.8500
FAX NUMBER:	215.864.8999
WWW ADDRESS:	ballardspahr.com
REPRESENTATIVE NAME:	Michele L. Bax
REPRESENTATIVE TELEPHONE NUMBER:	602.798.5483
REPRESENTATIVE EMAIL ADDRESS	publicfinancerfp@ballardspahr.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

Maricopa County

Big 230116-ROQ
SERIAL 230116-ROQ

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE	RESPONDENT'S 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 2.1).	YES	NO
Appellate		X
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel	X	
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy	X	
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability	X	
Elections and Voting Rights	X	
Eminent Domain, Condemnation, and Relocation	X	
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate	X	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

BALLARD SPAHR LL

Bond and disclosure counsel;	Rate per hour		Collections and bankruptcy;	Rate per hour
Senior partner (16+ years)	\$675		Senior partner (16+ years)	\$675
Partner (10-16)	\$595		Partner (10-16)	\$595
Senior associate (5-10)	\$495		Senior associate (5-10)	\$495
Associate (0-5)	\$450		Associate (0-5)	\$450
Paralegal/"Law Clerk"	\$275		Paralegal/"Law Clerk"	\$275
Commercial transactions and litigation;	Rate per hour		Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	\$675		Senior partner (16+ years)	\$675
Partner (10-16)	\$595		Partner (10-16)	\$595
Senior associate (5-10)	\$495		Senior associate (5-10)	\$495
Associate (0-5)	\$450		Associate (0-5)	\$450
Paralegal/"Law Clerk"	\$275		Paralegal/"Law Clerk"	\$275
Cyber liability;	Rate per hour		Elections and voting rights;	Rate per hour
Senior partner (16+ years)	\$675		Senior partner (16+ years)	\$675
Partner (10-16)	\$595		Partner (10-16)	\$595
Senior associate (5-10)	\$495		Senior associate (5-10)	\$495
Associate (0-5)	\$450		Associate (0-5)	\$450
Paralegal/"Law Clerk"	\$275		Paralegal/"Law Clerk"	\$275
Eminent domain and relocation;	Rate per hour		General governmental practice (open meetings, public records, budget, etc.);	Rate per hour
Senior partner (16+ years)	\$675		Senior partner (16+ years)	\$675
Partner (10-16)	\$595		Partner (10-16)	\$595
Senior associate (5-10)	\$495		Senior associate (5-10)	\$495
Associate (0-5)	\$450		Associate (0-5)	\$450
Paralegal/"Law Clerk"	\$275		Paralegal/"Law Clerk"	\$275
Employment;	Rate per hour		Real estate;	Rate per hour
Senior partner (16+ years)	\$675		Senior partner (16+ years)	\$675
Partner (10-16)	\$595		Partner (10-16)	\$595
Senior associate (5-10)	\$495		Senior associate (5-10)	\$495
Associate (0-5)	\$450		Associate (0-5)	\$450
Paralegal/"Law Clerk"	\$275		Paralegal/"Law Clerk"	\$275

BALLARD SPAHR LL

4.31 PRICES

Contractor **agrees to discuss mutually agreed upon rates or alternate fee arrangements**
~~warrants that prices extended to County under this contract are no higher than those paid by any~~
~~other customer for these or similar services.~~

PRICING SHEET: NIGP CODE 96149

Terms:	NO TERM
Vendor Number	VC0000002308
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2026.

BERRY LAW GROUP PLLC, 1850 N. CENTRAL AVE., STE. 1150, PHOENIX, AZ 85004

COMPANY NAME:	Berry Law Group, PLLC
DOING BUSINESS AS (dba):	Berry Law Group, PLLC
MAILING ADDRESS:	1850 N Central Ave
REMIT TO ADDRESS:	Maria Elena Garcia
TELEPHONE NUMBER:	6024621141
FAX NUMBER:	1850 N Central Ave, Ste. 1150
WWW ADDRESS:	www.berrylawgroup.com
REPRESENTATIVE NAME:	Christopher J. Berry
REPRESENTATIVE TELEPHONE NUMBER:	6024621141
REPRESENTATIVE EMAIL ADDRESS	admin@berrylawgroup.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

SERIAL 230116-ROQ

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	☒	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	☒	
Bond and Disclosure Counsel		☒
Civil Rights Defense (not otherwise covered under Risk Trust)	☒	
Collections and Bankruptcy		☒
Commercial Transactions and Litigation	☒	
Construction Contracts and Litigation		☒
Cyber Liability		☒
Elections and Voting Rights		☒
Eminent Domain, Condemnation, and Relocation		☒
Environmental	☒	
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		☒
Health Care, including Public Health and Employee Benefits Coverage Issues		☒
Public Housing		☒
Immigration		☒
Insurance		☒
Intellectual Property		☒
Employment		☒
Land Use		☒
Legislative Matters		☒
Medical Malpractice; Mental Health	☒	
Real Estate		☒
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	☒	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		☒
Public Contracts and Procurement		☒
Public Fiduciary		☒
Public Official Liability	☒	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		☒
Workers Compensation		☒

BERRY LAW GROUP PLLC

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$340		Senior partner (16+ years)	\$340
Partner (10-16)	\$290		Partner (10-16)	\$290
Senior associate (5-10)	\$250		Senior associate (5-10)	\$250
Associate (0-5)	\$190		Associate (0-5)	\$190
Paralegal/"Law Clerk"	\$90		Paralegal/"Law Clerk"	\$90
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	\$340		Senior partner (16+ years)	\$400
Partner (10-16)	\$290		Partner (10-16)	\$340
Senior associate (5-10)	\$250		Senior associate (5-10)	\$280
Associate (0-5)	\$190		Associate (0-5)	\$230
Paralegal/"Law Clerk"	\$90		Paralegal/"Law Clerk"	\$90
Environmental;	Rate per hour		Medical malpractice; Mental health	Rate per hour
Senior partner (16+ years)	\$400		Senior partner (16+ years)	\$340
Partner (10-16)	\$340		Partner (10-16)	\$290
Senior associate (5-10)	\$280		Senior associate (5-10)	\$250
Associate (0-5)	\$230		Associate (0-5)	\$190
Paralegal/"Law Clerk"	\$90		Paralegal/"Law Clerk"	\$90
Risk-Trust covered tort/civil rights defense claims	Rate per hour		Public official liability;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340
Partner (10-16)	\$290.00		Partner (10-16)	\$290
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250
Associate (0-5)	\$190.00		Associate (0-5)	\$190
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$90
Risk-Trust covered tort claims pricing is non-negotiable				

PRICING SHEET: NIGP CODE 96149

Terms: NET 15 DAYS

Vendor Number VC0000006671

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

AM-APP048

BROENING OBERG WOODS & WILSON, 2800 N. CENTRAL AVENUE STE 1600 PHOENIX, AZ 85004

COMPANY NAME:	Broening Oberg Woods & Wilson
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	2800 N Central Avenue; Ste 1600 Phoenix, AZ 85004
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-271-7700
FAX NUMBER:	602-258-7785
WWW ADDRESS:	www.bowwlaw.com
REPRESENTATIVE NAME:	Sarah Bames
REPRESENTATIVE TELEPHONE NUMBER:	602-271-7700
REPRESENTATIVE EMAIL ADDRESS	slb@bowwlaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.1)	RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
	YES	NO
Appellate	☒	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	☒	
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)	☒	
Collections and Bankruptcy		
Commercial Transactions and Litigation	☒	
Construction Contracts and Litigation	☒	
Cyber Liability		
Elections and Voting Rights		
Eminent Domain, Condemnation, and Relocation		
Environmental		
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	☒	
Health Care, including Public Health and Employee Benefits Coverage Issues		
Public Housing		
Immigration		
Insurance	☒	
Intellectual Property		
Employment	☒	
Land Use		
Legislative Matters		
Medical Malpractice; Mental Health	☒	
Real Estate	☒	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	☒	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters	☒	
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability	☒	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		
Workers Compensation		

BROENING OBERG WOODS & WILSON

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$ 340.00		Senior partner (16+ years)	\$ 340.00
Partner (10-16)	\$ 250.00		Partner (10-16)	\$ 250.00
Senior associate (5-10)	\$ 250.00		Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$ 190.00		Associate (0-5)	\$ 190.00
Paralegal/"Law Clerk"	\$ 90.00		Paralegal/"Law Clerk"	\$90.00
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	\$ 340.00		Senior partner (16+ years)	\$ 340.00
Partner (10-16)	\$ 250.00		Partner (10-16)	\$ 250.00
Senior associate (5-10)	\$ 250.00		Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$ 190.00		Associate (0-5)	\$ 190.00
Paralegal/"Law Clerk"	\$ 90.00		Paralegal/"Law Clerk"	\$90.00
Construction contracts and litigation;	Rate per hour		General governmental practice (open meetings, public records, budget, etc.);	Rate per hour
Senior partner (16+ years)	\$ 340.00		Senior partner (16+ years)	\$ 340.00
Partner (10-16)	\$ 250.00		Partner (10-16)	\$ 250.00
Senior associate (5-10)	\$ 250.00		Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$ 190.00		Associate (0-5)	\$ 190.00
Paralegal/"Law Clerk"	\$ 90.00		Paralegal/"Law Clerk"	\$90.00
Insurance;	Rate per hour		Employment;	Rate per hour
Senior partner (16+ years)	\$ 340.00		Senior partner (16+ years)	\$ 340.00
Partner (10-16)	\$ 250.00		Partner (10-16)	\$ 250.00
Senior associate (5-10)	\$ 250.00		Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$ 190.00		Associate (0-5)	\$ 190.00
Paralegal/"Law Clerk"	\$ 90.00		Paralegal/"Law Clerk"	\$90.00
Medical malpractice; Mental health	Rate per hour		Real estate;	Rate per hour
Senior partner (16+ years)	\$ 340.00		Senior partner (16+ years)	\$ 340.00
Partner (10-16)	\$ 250.00		Partner (10-16)	\$ 250.00
Senior associate (5-10)	\$ 250.00		Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$ 190.00		Associate (0-5)	\$ 190.00
Paralegal/"Law Clerk"	\$ 90.00		Paralegal/"Law Clerk"	\$90.00

BROENING OBERG WOODS & WILSON

Risk-Trust covered tort/civil rights defense claims	Rate per hour		Property tax appeals, Tax lien sales and foreclosures, Treasurer's matters;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$ 340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$ 250.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$190.00		Associate (0-5)	\$ 190.00
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$90.00
Risk-Trust covered tort claims pricing is non-negotiable				

Public official liability;	Rate per hour
Senior partner (16+ years)	\$ 340.00
Partner (10-16)	\$ 250.00
Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$ 190.00
Paralegal/"Law Clerk"	\$ 90.00

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000007300

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

BROWN GREN ABRAHAM & MCCRAKEN, LLC, 3801 E. Florida Ave., Suite 210, Denver, CO 80210

COMPANY NAME:	Brown Gren Abraham & McCracken, LLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	4742 N. 24th St., Suite 300, Phoenix, AZ 80516
REMIT TO ADDRESS:	3801 E. Florida Ave., Suite 210, Denver, CO 80210
TELEPHONE NUMBER:	3035395421
FAX NUMBER:	3035395422
WWW ADDRESS:	www.bgamlaw.com
REPRESENTATIVE NAME:	Joseph W. Gren
REPRESENTATIVE TELEPHONE NUMBER:	3035395421
REPRESENTATIVE EMAIL ADDRESS	diannotti@bgamlaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance	X	
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation	X	

BROWN GREN ABRAHAM & MCCRAKEN, LLC

Appellate;	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	\$ 275.00		Senior partner (16+ years)	\$ 275.00
Partner (10-16)	\$ 275.00		Partner (10-16)	\$ 275.00
Senior associate (5-10)	\$ 250.00		Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$ 225.00		Associate (0-5)	\$ 225.00
Paralegal/"Law Clerk"	\$ 180.00		Paralegal/"Law Clerk"	\$ 180.00
Insurance;	Rate per hour		Employment;	Rate per hour
Senior partner (16+ years)	\$ 275.00		Senior partner (16+ years)	\$ 275.00
Partner (10-16)	\$ 275.00		Partner (10-16)	\$ 275.00
Senior associate (5-10)	\$ 250.00		Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$ 225.00		Associate (0-5)	\$ 225.00
Paralegal/"Law Clerk"	\$ 180.00		Paralegal/"Law Clerk"	\$ 180.00
Risk-Trust covered tort/civil rights defense claims	Rate per hour		Workers compensation	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$155
Partner (10-16)	\$290.00		Partner (10-16)	\$145
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$135
Associate (0-5)	\$190.00		Associate (0-5)	\$125
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$90
Risk-Trust covered tort claims pricing is non-negotiable			Workers compensation pricing is non-negotiable	

PRICING SHEET: NIGP CODE 96149

Terms:	NO TERM
Vendor Number	VS0000008947
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2026.

BURCH & CRACCHIOLO, P.A., 1850 NORTH CENTRAL AVENUE, SUITE 1700, PHOENIX AZ 85004

COMPANY NAME:	Burch & Cracchiolo, P.A.
DOING BUSINESS AS (dba):	Burch & Cracchiolo, P.A.
MAILING ADDRESS:	1850 North Central Avenue, Suite 1700
REMIT TO ADDRESS:	Susan Dana-Kobey
TELEPHONE NUMBER:	6022348716
FAX NUMBER:	1850 North Central Avenue, Suite 1700
WWW ADDRESS:	www.bcattorneys.com
REPRESENTATIVE NAME:	Susan Dana-Kobey
REPRESENTATIVE TELEPHONE NUMBER:	6022348716
REPRESENTATIVE EMAIL ADDRESS	sdana-kobey@bcattorneys.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	<u>YES</u>	<u>NO</u>
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy	X	
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance	X	
Intellectual Property		X
Employment	X	
Land Use	X	
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate	X	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters	X	
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127	X	
Workers Compensation		X

BURCH & CRACCHIOLO, P.A

Appellate;	Rate per hour	Collections and bankruptcy;	Rate per hour
Senior partner (16+ years)	\$425.00	Senior partner (16+ years)	\$425.00
Partner (10-16)	\$400	Partner (10-16)	\$400
Senior associate (5-10)	325	Senior associate (5-10)	325
Associate (0-5)	\$275	Associate (0-5)	\$275
Paralegal/"Law Clerk"	\$165.00	Paralegal/"Law Clerk"	165
Commercial transactions and litigation;	Rate per hour	Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	\$350.00	Senior partner (16+ years)	\$350.00
Partner (10-16)	\$325	Partner (10-16)	325
Senior associate (5-10)	\$275	Senior associate (5-10)	275
Associate (0-5)	\$230	Associate (0-5)	230
Paralegal/"Law Clerk"	150	Paralegal/"Law Clerk"	150
Insurance;	Rate per hour	Employment;	Rate per hour
Senior partner (16+ years)	\$275.00	Senior partner (16+ years)	\$350.00
Partner (10-16)	250	Partner (10-16)	325
Senior associate (5-10)	\$200	Senior associate (5-10)	275
Associate (0-5)	\$185	Associate (0-5)	230
Paralegal/"Law Clerk"	\$140	Paralegal/"Law Clerk"	140
Land use;	Rate per hour	Real estate;	Rate per hour
Senior partner (16+ years)	400	Senior partner (16+ years)	\$350
Partner (10-16)	325	Partner (10-16)	325
Senior associate (5-10)	275	Senior associate (5-10)	275
Associate (0-5)	230	Associate (0-5)	230
Paralegal/"Law Clerk"	165	Paralegal/"Law Clerk"	150
Property tax appeals, Tax lien sales and foreclosures, Treasurer's matters;	Rate per hour	Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127;	Rate per hour
Senior partner (16+ years)	400	Senior partner (16+ years)	\$230
Partner (10-16)	375	Partner (10-16)	220
Senior associate (5-10)	350	Senior associate (5-10)	200
Associate (0-5)	225	Associate (0-5)	\$175
Paralegal/"Law Clerk"	160	Paralegal/"Law Clerk"	135

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000007182

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

BURNSBARTON PLC, 2201 E. CAMELBACK ROAD, SUITE 360, PHOENIX, AZ 85016

COMPANY NAME:	BurnsBarton PLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	2201 E. Camelback Road, Suite 360
REMIT TO ADDRESS:	2201 E. Camelback Road, Suite 360
TELEPHONE NUMBER:	602-753-4500
FAX NUMBER:	602-428-7012
WWW ADDRESS:	www.burnsbarton.com
REPRESENTATIVE NAME:	Christine Burns
REPRESENTATIVE TELEPHONE NUMBER:	602-753-4511
REPRESENTATIVE EMAIL ADDRESS	christine@burnsbarton.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE	RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
	YES	NO
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.1).		
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		

BURNSBARTON PLC

Appellate;	Rate per hour	Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour
Senior partner (16+ years)	\$395-430	Senior partner (16+ years)	\$395-430
Partner (10-16)	\$305-370	Partner (10-16)	\$305-370
Senior associate (5-10)	\$275-320	Senior associate (5-10)	\$275-320
Associate (0-5)	\$200-250	Associate (0-5)	\$200-250
Paralegal/"Law Clerk"	\$195	Paralegal/"Law Clerk"	\$195
General governmental practice (open meetings, public records, budget, etc.);	Rate per hour	Employment;	Rate per hour
Senior partner (16+ years)	\$395-430	Senior partner (16+ years)	\$395-430
Partner (10-16)	\$305-370	Partner (10-16)	\$305-370
Senior associate (5-10)	\$275-320	Senior associate (5-10)	\$275-320
Associate (0-5)	\$200-250	Associate (0-5)	\$200-250
Paralegal/"Law Clerk"	\$195	Paralegal/"Law Clerk"	\$195

Risk-Trust covered tort/civil rights defense claims	Rate per hour
Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00
Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$90.00
Risk-Trust covered tort claims pricing is non-negotiable	

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VS0000005942

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

ERNEST CALDERON DBA: CALDERSON LAW OFFICES PLC, 24 W. CAMELBACK RD., SUITE A730, PHOENIX, AZ 85013

COMPANY NAME:	CALDERSON LAW OFFICES PLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	24 West Camelback Road, Suite A730, Phoenix, AZ 85013
REMIT TO ADDRESS:	24 West Camelback Road, Suite A730, Phoenix, AZ 85013
TELEPHONE NUMBER:	(602) 501-2533
FAX NUMBER:	
WWW ADDRESS:	
REPRESENTATIVE NAME:	Ernest Calderon, Esq.
REPRESENTATIVE TELEPHONE NUMBER:	(602) 501-2533
REPRESENTATIVE EMAIL ADDRESS	Calderon@azlex.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate		X
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights	X	
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues	X	
Public Housing		X
Immigration		X
Insurance	X	
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement	X	
Public Fiduciary		X
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

ERNEST CALDERON DBA: CALDERSON LAW OFFICES PLC

Attorney conduct and professionalism;	Rate per hour		Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour
Senior partner (16+ years)	\$ 275.00		Senior partner (16+ years)	\$ 275.00
Partner (10-16)	\$ 250.00		Partner (10-16)	\$ 250.00
Senior associate (5-10)	\$ 225.00		Senior associate (5-10)	\$ 225.00
Associate (0-5)	\$ 225.00		Associate (0-5)	\$ 225.00
Paralegal/"Law Clerk"	\$ 100.00		Paralegal/"Law Clerk"	\$ 100.00
Construction contracts and litigation;	Rate per hour		Elections and voting rights;	Rate per hour
Senior partner (16+ years)	\$ 275.00		Senior partner (16+ years)	\$ 275.00
Partner (10-16)	\$ 250.00		Partner (10-16)	\$ 250.00
Senior associate (5-10)	\$ 225.00		Senior associate (5-10)	\$ 225.00
Associate (0-5)	\$ 225.00		Associate (0-5)	\$ 225.00
Paralegal/"Law Clerk"	\$ 100.00		Paralegal/"Law Clerk"	\$ 100.00
General governmental practice (open meetings, public records, budget, etc.);	Rate per hour		Health care, including public health and employee benefits coverage issues;	Rate per hour
Senior partner (16+ years)	\$ 275.00		Senior partner (16+ years)	\$ 275.00
Partner (10-16)	\$ 250.00		Partner (10-16)	\$ 250.00
Senior associate (5-10)	\$ 225.00		Senior associate (5-10)	\$ 225.00
Associate (0-5)	\$ 225.00		Associate (0-5)	\$ 225.00
Paralegal/"Law Clerk"	\$ 100.00		Paralegal/"Law Clerk"	\$ 100.00
Insurance;	Rate per hour		Employment;	Rate per hour
Senior partner (16+ years)	\$ 275.00		Senior partner (16+ years)	\$ 275.00
Partner (10-16)	\$ 250.00		Partner (10-16)	\$ 250.00
Senior associate (5-10)	\$ 225.00		Senior associate (5-10)	\$ 225.00
Associate (0-5)	\$ 225.00		Associate (0-5)	\$ 225.00
Paralegal/"Law Clerk"	\$ 100.00		Paralegal/"Law Clerk"	\$ 100.00
Public contracts and procurement;	Rate per hour		Public official liability;	Rate per hour
Senior partner (16+ years)	\$ 275.00		Senior partner (16+ years)	\$ 275.00
Partner (10-16)	\$ 250.00		Partner (10-16)	\$ 250.00
Senior associate (5-10)	\$ 225.00		Senior associate (5-10)	\$ 225.00
Associate (0-5)	\$ 225.00		Associate (0-5)	\$ 225.00
Paralegal/"Law Clerk"	\$ 100.00		Paralegal/"Law Clerk"	\$ 100.00

ERNEST CALDERON DBA: CALDERSON LAW OFFICES PLC

PRICING SHEET: NIGP CODE 96149

Terms: 2% 10DAYS NET 30 DAYS

Vendor Number VC0000007917

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

CLARK HILL PLC, 500 WOODWARD AVENUE, SUITE 3500, DETROIT MI 48226

COMPANY NAME:	Clark Hill PLC
DOING BUSINESS AS (dba):	Clark Hill PLC
MAILING ADDRESS:	3200 North Central Avenue Suite 1600 Phoenix, AZ 85012
REMIT TO ADDRESS:	3200 North Central Avenue Suite 1600 Phoenix, AZ 85012
TELEPHONE NUMBER:	602.440.4800
FAX NUMBER:	602.257.9582
WWW ADDRESS:	www.clarkhill.com
REPRESENTATIVE NAME:	John Lemaster
REPRESENTATIVE TELEPHONE NUMBER:	602.440.4800
REPRESENTATIVE EMAIL ADDRESS	jlemaster@clarkhill.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability	X	
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation	X	
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance	X	
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate	X	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

CLARK HILL PLC

Appellate;	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	\$495		Senior partner (16+ years)	\$495
Partner (10-16)	\$475		Partner (10-16)	\$475
Senior associate (5-10)	\$425		Senior associate (5-10)	\$425
Associate (0-5)	\$395		Associate (0-5)	\$395
Paralegal/"Law Clerk"	\$275		Paralegal/"Law Clerk"	\$275
Construction contracts and litigation;	Rate per hour		Cyber liability;	Rate per hour
Senior partner (16+ years)	\$495		Senior partner (16+ years)	\$495
Partner (10-16)	\$475		Partner (10-16)	\$475
Senior associate (5-10)	\$425		Senior associate (5-10)	\$425
Associate (0-5)	\$395		Associate (0-5)	\$395
Paralegal/"Law Clerk"	\$275		Paralegal/"Law Clerk"	\$275
Eminent domain and relocation;	Rate per hour		Insurance;	Rate per hour
Senior partner (16+ years)	\$495		Senior partner (16+ years)	\$495
Partner (10-16)	\$475		Partner (10-16)	\$475
Senior associate (5-10)	\$425		Senior associate (5-10)	\$425
Associate (0-5)	\$395		Associate (0-5)	\$395
Paralegal/"Law Clerk"	\$275		Paralegal/"Law Clerk"	\$275
Employment;	Rate per hour		Real estate;	Rate per hour
Senior partner (16+ years)	\$495		Senior partner (16+ years)	\$495
Partner (10-16)	\$475		Partner (10-16)	\$475
Senior associate (5-10)	\$425		Senior associate (5-10)	\$425
Associate (0-5)	\$395		Associate (0-5)	\$395
Paralegal/"Law Clerk"	\$275		Paralegal/"Law Clerk"	\$275

CLARK HILL PLC

4.13 — SUSPENSION OF WORK

~~The procurement officer may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.~~

4.14 — STOP WORK ORDER

~~4.14.1 The procurement officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:~~

~~4.14.1.1 cancel the stop work order; or~~

~~4.14.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.~~

~~4.14.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.~~

4.29 — OFFSET FOR DAMAGES

~~In addition to all other remedies at Law or Equity, the County may offset from any money due to the contractor any amounts contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.~~

4.31 PRICES

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other **similar** customer for these or similar services.

PRICING SHEET: NIGP CODE 96149

Terms:	NO TERM
Vendor Number	VS0000008946
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2026 .

CSB STRATEGIC BUSINESS SOLUTIONS, 100 VISION DR STE 200, JACKSON, MS 39211

COMPANY NAME:	Cosmich Simmons & Brown
DOING BUSINESS AS (dba):	CSB Strategic Business Solutions
MAILING ADDRESS:	8140 N Hayden Road, Suite H-110
REMIT TO ADDRESS:	8140 N Hayden Road, Suite H-110
TELEPHONE NUMBER:	602-293-7751
FAX NUMBER:	
WWW ADDRESS:	www.cs-law.com; www.csb-sbs.com
REPRESENTATIVE NAME:	Matt Clarke
REPRESENTATIVE TELEPHONE NUMBER:	602-293-7751
REPRESENTATIVE EMAIL ADDRESS	matt.clarke@cs-law.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
eDiscovery Counsel and Business LPD Services	☒	
Appellate		☒
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		☒
Bond and Disclosure Counsel		☒
Civil Rights Defense (not otherwise covered under Risk Trust)		☒
Collections and Bankruptcy		☒
Commercial Transactions and Litigation		☒
Construction Contracts and Litigation		☒
Cyber Liability		☒
Elections and Voting Rights		☒
Eminent Domain, Condemnation, and Reocation		☒
Environmental		☒
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		☒
Health Care, including Public Health and Employee Benefits Coverage Issues		☒
Public Housing		☒
Immigration		☒
Insurance		☒
Intellectual Property		☒
Employment		☒
Land Use		☒
Legislative Matters		☒
Medical Malpractice; Mental Health		☒
Real Estate		☒
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		☒
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		☒
Public Contracts and Procurement		☒
Public Fiduciary		☒
Public Official Liability		☒
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		☒
Workers Compensation		☒

CSB STRATEGIC BUSINESS SOLUTIONS

eDiscovery Counsel and Related Business LPO Services	Rate per hour
Senior partner (16+ years)	\$400
Partner (10-16)	\$300
Senior associate (5-10)	\$225
Associate (0-5)	\$65
Paralegal/"Law Clerk"	\$65
Foreign Language Review	Language Specific

PRICING SHEET: NIGP CODE 96149

Terms: 2% 10 DAYS NET 30 DAYS

Vendor Number VS0000004113

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026**.

ERIC L HISER PLC DBA: HISER JOY, 5080 N. 40TH STREET, SU0ITE 245 PHOENIX, AZ 85018

COMPANY NAME:	Eric L Hiser P.L.C.
DOING BUSINESS AS (dba):	Hiser Joy
MAILING ADDRESS:	5080 N 40th St Suite 245
REMIT TO ADDRESS:	508
TELEPHONE NUMBER:	480-505-3900
FAX NUMBER:	
WWW ADDRESS:	www.hiserjoy.com
REPRESENTATIVE NAME:	Eric Hiser
REPRESENTATIVE TELEPHONE NUMBER:	480-505-3927
REPRESENTATIVE EMAIL ADDRESS	ehiser@hiserjoy.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental	X	
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

ERIC L HISER PLC DBA: HISER JOY

Appellate;	Rate per hour		Environmental;	Rate per hour
Senior partner (16+ years)	\$ 415.00		Senior partner (16+ years)	\$ 415.00
Partner (10-16)	\$ 335.00		Partner (10-16)	\$ 335.00
Senior associate (5-10)	\$ 280.00		Senior associate (5-10)	\$ 280.00
Associate (0-5)	\$ 225.00		Associate (0-5)	\$ 225.00
Paralegal/"Law Clerk"	\$ 110.00		Paralegal/"Law Clerk"	\$ 110.00

General governmental practice (open meetings, public records, budget, etc.);	Rate per hour
Senior partner (16+ years)	\$ 415.00
Partner (10-16)	\$ 335.00
Senior associate (5-10)	\$ 280.00
Associate (0-5)	\$ 225.00
Paralegal/"Law Clerk"	\$ 110.00

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000005596

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

FADELL, CHENEY & BURT, P.L.L.C., 1601 N. 7TH STREET STE: 400 PHOENIX, AZ 85006

COMPANY NAME:	Fadell Cheney Burt
DOING BUSINESS AS (dba):	Fadell Cheney Burt
MAILING ADDRESS:	1601 N 7th St, Ste 400
REMIT TO ADDRESS:	1601 N 7th St, Ste 400
TELEPHONE NUMBER:	602-254-8900
FAX NUMBER:	602-254-8989
WWW ADDRESS:	N/A
REPRESENTATIVE NAME:	Gary A. Fadell
REPRESENTATIVE TELEPHONE NUMBER:	602-257-5601
REPRESENTATIVE EMAIL ADDRESS	GFadell@FCBFirm.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health	X	
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

FADELL, CHENEY & BURT, P.L.L.C

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$290		Senior partner (16+ years)	\$290
Partner (10-16)	\$260		Partner (10-16)	\$260
Senior associate (5-10)	\$250		Senior associate (5-10)	\$250
Associate (0-5)	\$125		Associate (0-5)	\$125
Paralegal/"Law Clerk"	\$90		Paralegal/"Law Clerk"	\$90
General governmental practice (open meetings, public records, budget, etc.);	Rate per hour		Employment;	Rate per hour
Senior partner (16+ years)	\$290		Senior partner (16+ years)	\$290
Partner (10-16)	\$260		Partner (10-16)	\$260
Senior associate (5-10)	\$250		Senior associate (5-10)	\$250
Associate (0-5)	\$125		Associate (0-5)	\$125
Paralegal/"Law Clerk"	\$90		Paralegal/"Law Clerk"	\$90
Medical malpractice; Mental health	Rate per hour		Risk-Trust covered tort/civil rights defense claims	Rate per hour
Senior partner (16+ years)	\$290		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$260		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250		Senior associate (5-10)	\$250.00
Associate (0-5)	\$125		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$90		Paralegal/"Law Clerk"	\$90.00
			Risk-Trust covered tort claims pricing is non-negotiable	

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000008230

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

FISHER & PHILLIPS LLP, 3200 N. CENTRAL AVENUE SUITE 1550 PHOENIX, AZ 85012-2487

COMPANY NAME:	Fisher & Phillips LLP
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	3200 N. Central Avenue Suite 1550 Phoenix, AZ 85012
REMIT TO ADDRESS:	3200 N. Central Avenue Suite 1550 Phoenix, AZ 85012
TELEPHONE NUMBER:	602.281.3400
FAX NUMBER:	602.281.3401
WWW ADDRESS:	https://www.fisherphillips.com
REPRESENTATIVE NAME:	Pavneet Singh Uppal
REPRESENTATIVE TELEPHONE NUMBER:	602.281.3400
REPRESENTATIVE EMAIL ADDRESS	puppal@fisherphillips.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate		X
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues	X	
Public Housing		X
Immigration	X	
Insurance		X
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

FISHER & PHILLIPS LLP

Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour		Health care, including public health and employee benefits coverage issues;	Rate per hour
Senior partner (16+ years)	\$345		Senior partner (16+ years)	\$445
Partner (10-16)	\$305		Partner (10-16)	\$445
Senior associate (5-10)	\$260		Senior associate (5-10)	\$375
Associate (0-5)	\$250		Associate (0-5)	\$375
Paralegal/"Law Clerk"	\$125		Paralegal/"Law Clerk"	\$125
Immigration;	Rate per hour		Employment;	Rate per hour
Senior partner (16+ years)	\$345		Senior partner (16+ years)	\$345
Partner (10-16)	\$305		Partner (10-16)	\$305
Senior associate (5-10)	\$260		Senior associate (5-10)	\$260
Associate (0-5)	\$250		Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$125		Paralegal/"Law Clerk"	\$125

PRICING SHEET: NIGP CODE 96149

Terms:	NO TERM
Vendor Number	VC0000005719
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2026.

GAMMAGE & BURNHAM, P.L.C., 40 N CENTRAL AVE 20TH FL, PHOENIX, AZ 85004

COMPANY NAME:	Gammage & Burnham, PLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	40 N. Central Avenue, 20th Floor
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-256-0566
FAX NUMBER:	602-256-4475
WWW ADDRESS:	www.gblaw.com
REPRESENTATIVE NAME:	Manjula Vaz
REPRESENTATIVE TELEPHONE NUMBER:	602-256-0566 x4461
REPRESENTATIVE EMAIL ADDRESS	mvaz@gblaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)		
Collections and Bankruptcy	X	
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		
Elections and Voting Rights		
Eminent Domain, Condemnation, and Relocation		
Environmental		
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues		
Public Housing		
Immigration		
Insurance		
Intellectual Property		
Employment	X	
Land Use	X	
Legislative Matters	X	
Medical Malpractice; Mental Health		
Real Estate	X	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability		
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		
Workers Compensation		

GAMMAGE & BURNHAM, P.L.C

Appellate;	Rate per hour		Collections and bankruptcy;	Rate per hour
Senior partner (16+ years)	\$ 375.00		Senior partner (16+ years)	\$375.00
Partner (10-16)	\$ 375.00		Partner (10-16)	\$375.00
Senior associate (5-10)	\$ 285.00		Senior associate (5-10)	\$285.00
Associate (0-5)	\$ 250.00		Associate (0-5)	\$250.00
Paralegal/"Law Clerk"	\$ 125.00		Paralegal/"Law Clerk"	\$125.00
Commercial transactions and litigation;	Rate per hour		Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	\$ 375.00		Senior partner (16+ years)	\$375.00
Partner (10-16)	\$ 375.00		Partner (10-16)	\$375.00
Senior associate (5-10)	\$ 285.00		Senior associate (5-10)	\$285.00
Associate (0-5)	\$ 250.00		Associate (0-5)	\$250.00
Paralegal/"Law Clerk"	\$ 125.00		Paralegal/"Law Clerk"	\$125.00
General governmental practice (open meetings, public records, budget, etc.);			Employment;	Rate per hour
Senior partner (16+ years)			Senior partner (16+ years)	\$ 375.00
Partner (10-16)			Partner (10-16)	\$ 375.00
Senior associate (5-10)			Senior associate (5-10)	\$ 285.00
Associate (0-5)			Associate (0-5)	\$ 250.00
Paralegal/"Law Clerk"			Paralegal/"Law Clerk"	\$ 125.00
Land use;			Legislative matters;	Rate per hour
Senior partner (16+ years)			Senior partner (16+ years)	\$ 375.00
Partner (10-16)			Partner (10-16)	\$ 375.00
Senior associate (5-10)			Senior associate (5-10)	\$ 285.00
Associate (0-5)			Associate (0-5)	\$ 250.00
Paralegal/"Law Clerk"			Paralegal/"Law Clerk"	\$ 125.00
Real estate;	Rate per hour			
Senior partner (16+ years)	\$375.00			
Partner (10-16)	\$375.00			
Senior associate (5-10)	\$285.00			
Associate (0-5)	\$250.00			
Paralegal/"Law Clerk"	\$125.00			

GAMMAGE & BURNHAM, P.L.C

PRICING SHEET: NIGP CODE 96149

Terms:	NO TERM
Vendor Number	VS0000000969
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2026.

GREEN & BAKER LTD 9332 E. RAINTREE DRIVE, SUITE 150 SCOTTSDALE, AZ 85260

COMPANY NAME:	Green & Baker, LTD
DOING BUSINESS AS (dba):	Green & Baker LTD
MAILING ADDRESS:	9332 E. Raintree Dr. Suite 150
REMIT TO ADDRESS:	9332 E. Raintree Dr. Suite 150
TELEPHONE NUMBER:	4809910021
FAX NUMBER:	9332 E. Raintree Dr. Suite 150
WWW ADDRESS:	GreenandBaker.com
REPRESENTATIVE NAME:	Katherine Baker
REPRESENTATIVE TELEPHONE NUMBER:	4809913335, 4802920021
REPRESENTATIVE EMAIL ADDRESS	Kbaker@greenandbaker.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		
Commercial Transactions and Litigation		
Construction Contracts and Litigation		
Cyber Liability		
Elections and Voting Rights		
Eminent Domain, Condemnation, and Relocation		
Environmental		
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues		
Public Housing		
Immigration		
Insurance		
Intellectual Property		
Employment	X	
Land Use		
Legislative Matters		
Medical Malpractice, Mental Health		
Real Estate		
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		
Workers Compensation		

GREEN & BAKER LTD

Appellate;	Rate per hour	Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	210	Senior partner (16+ years)	210
Partner (10-16)	200	Partner (10-16)	200
Senior associate (5-10)	195	Senior associate (5-10)	195
Associate (0-5)	185	Associate (0-5)	185
Paralegal/"Law Clerk"	90	Paralegal/"Law Clerk"	90
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour	General governmental practice (open meetings, public records, budget, etc.);	Rate per hour
Senior partner (16+ years)	210	Senior partner (16+ years)	210
Partner (10-16)	200	Partner (10-16)	200
Senior associate (5-10)	195	Senior associate (5-10)	195
Associate (0-5)	185	Associate (0-5)	185
Paralegal/"Law Clerk"	90	Paralegal/"Law Clerk"	90
Employment;	Rate per hour	Risk-Trust covered tort/civil rights defense claims	Rate per hour
Senior partner (16+ years)	210	Senior partner (16+ years)	\$340.00
Partner (10-16)	200	Partner (10-16)	\$290.00
Senior associate (5-10)	195	Senior associate (5-10)	\$250.00
Associate (0-5)	185	Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	90	Paralegal/"Law Clerk"	\$90.00
		Risk-Trust covered tort claims pricing is non-negotiable	

Public official liability;	Rate per hour
Senior partner (16+ years)	210
Partner (10-16)	200
Senior associate (5-10)	195
Associate (0-5)	185
Paralegal/"Law Clerk"	90

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000007793

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

GURSTEL LAW FIRM P.C., 6681 COUNTRY CLUB DR, GOLDEN VALLEY, MN 55427

COMPANY NAME:	Gurstel Law Firm, P.C.
DOING BUSINESS AS (dba):	Gurstel Law Firm, P.C.
MAILING ADDRESS:	9320 E. Raintree Dr, Scottsdale, AZ 85260
REMIT TO ADDRESS:	9320 E. Raintree Dr, Scottsdale, AZ 85260
TELEPHONE NUMBER:	1-877-344-4002
FAX NUMBER:	1-763-267-6777
WWW ADDRESS:	www.gurstel.com
REPRESENTATIVE NAME:	Chris Stanley
REPRESENTATIVE TELEPHONE NUMBER:	763-432-4686
REPRESENTATIVE EMAIL ADDRESS	c.stanley@gurstel.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE	RESPONDENT'S 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 2.1).	YES	NO
Appellate		X
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy	X	
Commercial Transactions and Litigation		X
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

GURSTEL LAW FIRM P.C

Collections and bankruptcy;	Rate per hour
Senior partner (16+ years)	\$275
Partner (10-16)	\$275
Senior associate (5-10)	\$275
Associate (0-5)	\$275
Paralegal/"Law Clerk"	\$275
Contingency collections	20%

PRICING SHEET: NIGP CODE 96149

Terms: NET 60 DAYS

Vendor Number VS0000006039

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

GUST ROSENFELD PLC, ONE E. WASHINGTON STREET, SUITE 1600 PHOENIX, AZ 85004

COMPANY NAME:	Gust Rosenfeld
DOING BUSINESS AS (dba):	Gust Rosenfeld
MAILING ADDRESS:	One East Washington Street, Suite 1600
REMIT TO ADDRESS:	Susan Segal
TELEPHONE NUMBER:	6022577966
FAX NUMBER:	One East Washington Street, Suite 1600
WWW ADDRESS:	www.gustlaw.com
REPRESENTATIVE NAME:	Susan Segal
REPRESENTATIVE TELEPHONE NUMBER:	6022577966
REPRESENTATIVE EMAIL ADDRESS	SPSegal@gustlaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	YES	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	YES	
Bond and Disclosure Counsel	YES	
Civil Rights Defense (not otherwise covered under Risk Trust)	YES	
Collections and Bankruptcy	YES	
Commercial Transactions and Litigation	YES	
Construction Contracts and Litigation	YES	
Cyber Liability	YES	
Elections and Voting Rights	YES	
Eminent Domain, Condemnation, and Relocation	YES	
Environmental	YES	
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	YES	
Health Care, including Public Health and Employee Benefits Coverage Issues	YES	
Public Housing	YES	
Immigration	YES	
Insurance	YES	
Intellectual Property	YES	
Employment	YES	
Land Use	YES	
Legislative Matters	YES	
Medical Malpractice; Mental Health	YES	
Real Estate	YES	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	YES	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters	YES	
Public Contracts and Procurement	YES	
Public Fiduciary	YES	
Public Official Liability	YES	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127	YES	
Workers Compensation	YES	

GUST ROSENFELD PLC

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$400.00		Senior partner (16+ years)	\$400.00
Partner (10-16)	\$350.00		Partner (10-16)	\$350.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$200.00		Associate (0-5)	\$200.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00
Bond and disclosure counsel;	See Bond Counsel Rate Schedule in response		Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour
Senior partner (16+ years)	\$		Senior partner (16+ years)	\$270.00
Partner (10-16)	\$		Partner (10-16)	\$240.00
Senior associate (5-10)	\$		Senior associate (5-10)	\$220.00
Associate (0-5)	\$		Associate (0-5)	\$200.00
Paralegal/"Law Clerk"	\$		Paralegal/"Law Clerk"	\$125.00
Collections and bankruptcy;	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	\$310.00		Senior partner (16+ years)	\$270.00
Partner (10-16)	\$280.00		Partner (10-16)	\$240.00
Senior associate (5-10)	\$260.00		Senior associate (5-10)	\$220.00
Associate (0-5)	\$180.00		Associate (0-5)	\$200.00
Paralegal/"Law Clerk"	\$120.00		Paralegal/"Law Clerk"	\$125.00
Construction contracts and litigation;	Rate per hour		Cyber liability;	Rate per hour
Senior partner (16+ years)	\$270.00		Senior partner (16+ years)	\$
Partner (10-16)	\$240.00		Partner (10-16)	\$
Senior associate (5-10)	\$220.00		Senior associate (5-10)	\$
Associate (0-5)	\$200.00		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$
Elections and voting rights;	Rate per hour		Eminent domain and relocation;	Rate per hour
Senior partner (16+ years)	\$270.00		Senior partner (16+ years)	\$270.00
Partner (10-16)	\$240.00		Partner (10-16)	\$240.00
Senior associate (5-10)	\$220.00		Senior associate (5-10)	\$220.00
Associate (0-5)	\$200.00		Associate (0-5)	\$200.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00

GUST ROSENFELD PLC

Environmental;	Rate per hour		General governmental practice (open meetings, public records, budget, etc.);	Rate per hour
Senior partner (16+ years)	\$400.00		Senior partner (16+ years)	\$270.00
Partner (10-16)	\$350.00		Partner (10-16)	\$240.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$220.00
Associate (0-5)	\$200.00		Associate (0-5)	\$200.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00
Health care, including public health and employee benefits coverage issues;	Rate per hour		Public housing;	Rate per hour
Senior partner (16+ years)	\$270.00		Senior partner (16+ years)	\$270.00
Partner (10-16)	\$240.00		Partner (10-16)	\$240.00
Senior associate (5-10)	\$220.00		Senior associate (5-10)	\$220.00
Associate (0-5)	\$200.00		Associate (0-5)	\$200.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00
Insurance;	Rate per hour		Intellectual property;	Rate per hour
Senior partner (16+ years)	\$270.00		Senior partner (16+ years)	\$270.00
Partner (10-16)	\$240.00		Partner (10-16)	\$240.00
Senior associate (5-10)	\$220.00		Senior associate (5-10)	\$220.00
Associate (0-5)	\$200.00		Associate (0-5)	\$200.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00
Employment;	Rate per hour		Land use;	Rate per hour
Senior partner (16+ years)	\$270.00		Senior partner (16+ years)	\$
Partner (10-16)	\$240.00		Partner (10-16)	\$
Senior associate (5-10)	\$220.00		Senior associate (5-10)	\$
Associate (0-5)	\$200.00		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$
Legislative matters;	Rate per hour		Medical malpractice; Mental health	Rate per hour
Senior partner (16+ years)	\$		Senior partner (16+ years)	\$270.00
Partner (10-16)	\$		Partner (10-16)	\$240.00
Senior associate (5-10)	\$		Senior associate (5-10)	\$220.00
Associate (0-5)	\$		Associate (0-5)	\$200.00
Paralegal/"Law Clerk"	\$		Paralegal/"Law Clerk"	\$125.00

GUST ROSENFELD PLC

Real estate;	Rate per hour		Risk-Trust covered tort/civil rights defense claims	Rate per hour
Senior partner (16+ years)	\$270.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$240.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$220.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$200.00		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$90.00
			Risk-Trust covered tort claims pricing is non-negotiable	
Property tax appeals, Tax lien sales and foreclosures, Treasurer's matters;	Rate per hour		Public contracts and procurement;	Rate per hour
Senior partner (16+ years)	\$270.00		Senior partner (16+ years)	\$270.00
Partner (10-16)	\$240.00		Partner (10-16)	\$240.00
Senior associate (5-10)	\$220.00		Senior associate (5-10)	\$220.00
Associate (0-5)	\$200.00		Associate (0-5)	\$200.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00
Public fiduciary;	Rate per hour		Public official liability;	Rate per hour
Senior partner (16+ years)	\$270.00		Senior partner (16+ years)	\$270.00
Partner (10-16)	\$240.00		Partner (10-16)	\$240.00
Senior associate (5-10)	\$220.00		Senior associate (5-10)	\$220.00
Associate (0-5)	\$200.00		Associate (0-5)	\$200.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000007862

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

**HELM LIVESAY & WORTHINGTON LTD DBA: CARDEN LIVESAY LTD, 419 E. JUANITA AVE, BLDG..
103 STE. 1, MESA AZ 85204**

COMPANY NAME:	Helm, Livesay & Worthington, Ltd.
DOING BUSINESS AS (dba):	Carden Livesay, Ltd.
MAILING ADDRESS:	419 E Juanita Ave, Ste. 103, Mesa, AZ 85204
REMIT TO ADDRESS:	419 E Juanita Ave, Ste. 103, Mesa, AZ 85204
TELEPHONE NUMBER:	4803459500
FAX NUMBER:	4803456559
WWW ADDRESS:	www.cardenlivesay.com
REPRESENTATIVE NAME:	Joshua W. Carden
REPRESENTATIVE TELEPHONE NUMBER:	4803459500
REPRESENTATIVE EMAIL ADDRESS	joshua@cardenlivesay.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	☒	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		☒
Bond and Disclosure Counsel		☒
Civil Rights Defense (not otherwise covered under Risk Trust)		☒
Collections and Bankruptcy		☒
Commercial Transactions and Litigation		☒
Construction Contracts and Litigation		☒
Cyber Liability		☒
Elections and Voting Rights		☒
Eminent Domain, Condemnation, and Relocation		☒
Environmental		☒
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		☒
Health Care, including Public Health and Employee Benefits Coverage Issues		☒
Public Housing		☒
Immigration		☒
Insurance		☒
Intellectual Property		☒
Employment	☒	
Land Use		☒
Legislative Matters		☒
Medical Malpractice; Mental Health		☒
Real Estate		☒
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		☒
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters	☒	☒
Public Contracts and Procurement		☒
Public Fiduciary		☒
Public Official Liability		☒
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127	☒	
Workers Compensation		☒

HELM LIVESAY & WORTHINGTON LTD DBA: CARDEN LIVESAY LTD

Appellate;	Rate per hour		Property tax appeals, Tax lien sales and foreclosures, Treasurer's matters;	Rate per hour
Senior partner (16+ years)	\$375		Senior partner (16+ years)	\$350
Partner (10-16)	\$350		Partner (10-16)	\$325
Senior associate (5-10)	\$300		Senior associate (5-10)	\$275
Associate (0-5)	\$250		Associate (0-5)	\$225
Paralegal/"Law Clerk"	\$150		Paralegal/"Law Clerk"	\$125
Employment;	Rate per hour		Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127;	Rate per hour
Senior partner (16+ years)	\$350		Senior partner (16+ years)	\$350
Partner (10-16)	\$350		Partner (10-16)	\$325
Senior associate (5-10)	\$325		Senior associate (5-10)	\$275
Associate (0-5)	\$275		Associate (0-5)	\$225
Paralegal/"Law Clerk"	\$225		Paralegal/"Law Clerk"	\$125
	\$125			

PRICING SHEET: NIGP CODE 96149

Terms:	NO TERM
Vendor Number	VC0000007380
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2026.

HERRERA ARELLANO, 1001 NORTH CENTRAL AVE. SUITE 404, PHOENIX, AZ 85004

COMPANY NAME:	Herrera Arellano
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	1001 North Central Ave. Suite 404
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-390-4487
FAX NUMBER:	
WWW ADDRESS:	ha-firm.com
REPRESENTATIVE NAME:	Daniel Arellano
REPRESENTATIVE TELEPHONE NUMBER:	520-409-4496
REPRESENTATIVE EMAIL ADDRESS	Daniel@ha-firm.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.1).	RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
	YES	NO
Appellate	☒	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	☒	
Bond and Disclosure Counsel		☒
Civil Rights Defense (not otherwise covered under Risk Trust)	☒	
Collections and Bankruptcy		☒
Commercial Transactions and Litigation	☒	
Construction Contracts and Litigation	☒	
Cyber Liability	☒	
Elections and Voting Rights	☒	
Eminent Domain, Condemnation, and Relocation		☒
Environmental		☒
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	☒	
Health Care, including Public Health and Employee Benefits Coverage Issues		☒
Public Housing		☒
Immigration		☒
Insurance	☒	
Intellectual Property	☒	
Employment	☒	
Land Use	☒	
Legislative Matters	☒	
Medical Malpractice; Mental Health		☒
Real Estate		☒
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	☒	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters	☒	
Public Contracts and Procurement	☒	
Public Fiduciary		☒
Public Official Liability	☒	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		☒
Workers Compensation		☒

HERRERA ARELLANO

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	620		Senior partner (16+ years)	620
Partner (10-16)	535		Partner (10-16)	535
Senior associate (5-10)	420		Senior associate (5-10)	420
Associate (0-5)	360		Associate (0-5)	360
Paralegal/"Law Clerk"	250		Paralegal/"Law Clerk"	250
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	620		Senior partner (16+ years)	620
Partner (10-16)	535		Partner (10-16)	535
Senior associate (5-10)	420		Senior associate (5-10)	420
Associate (0-5)	360		Associate (0-5)	360
Paralegal/"Law Clerk"	250		Paralegal/"Law Clerk"	250
Construction contracts and litigation;	Rate per hour		Cyber liability;	Rate per hour
Senior partner (16+ years)	620		Senior partner (16+ years)	620
Partner (10-16)	535		Partner (10-16)	535
Senior associate (5-10)	420		Senior associate (5-10)	420
Associate (0-5)	360		Associate (0-5)	360
Paralegal/"Law Clerk"	250		Paralegal/"Law Clerk"	250
General governmental practice (open meetings, public records, budget, etc.);	Rate per hour		Insurance;	Rate per hour
Senior partner (16+ years)	620		Senior partner (16+ years)	620
Partner (10-16)	535		Partner (10-16)	535
Senior associate (5-10)	420		Senior associate (5-10)	420
Associate (0-5)	360		Associate (0-5)	360
Paralegal/"Law Clerk"	250		Paralegal/"Law Clerk"	250
Intellectual property;	Rate per hour		Employment;	Rate per hour
Senior partner (16+ years)	620		Senior partner (16+ years)	620
Partner (10-16)	535		Partner (10-16)	535
Senior associate (5-10)	420		Senior associate (5-10)	420
Associate (0-5)	360		Associate (0-5)	360
Paralegal/"Law Clerk"	250		Paralegal/"Law Clerk"	250
Land use;	Rate per hour		Legislative matters;	Rate per hour
Senior partner (16+ years)	620		Senior partner (16+ years)	620
Partner (10-16)	535		Partner (10-16)	535
Senior associate (5-10)	420		Senior associate (5-10)	420
Associate (0-5)	360		Associate (0-5)	360
Paralegal/"Law Clerk"	250		Paralegal/"Law Clerk"	250

HERRERA ARELLANO

Risk-Trust covered tort/civil rights defense claims	Rate per hour		Property tax appeals, Tax lien sales and foreclosures, Treasurer's matters;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	620
Partner (10-16)	\$290.00		Partner (10-16)	535
Senior associate (5-10)	\$250.00		Senior associate (5-10)	420
Associate (0-5)	\$190.00		Associate (0-5)	360
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	250
Risk-Trust covered tort claims pricing is non-negotiable				
Public contracts and procurement;	Rate per hour		Public official liability;	Rate per hour
Senior partner (16+ years)	620		Senior partner (16+ years)	620
Partner (10-16)	535		Partner (10-16)	535
Senior associate (5-10)	420		Senior associate (5-10)	420
Associate (0-5)	360		Associate (0-5)	360
Paralegal/"Law Clerk"	250		Paralegal/"Law Clerk"	250

PRICING SHEET: NIGP CODE 96149

Terms: 1% 10 DAYS NET 30 DAY

Vendor Number VS0000008963

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

HINSHAW & CULBERTSON LLP, 2375 EAST CAMELBACK ROAD SUITE 75 PHOENIX, AZ 85016

COMPANY NAME:	Hinshaw & Culbertson LLP
DOING BUSINESS AS (dba):	NA
MAILING ADDRESS:	2375 East Camelback Road, Suite 410, Phoenix, AZ 85016
REMIT TO ADDRESS:	151 North Franklin Street, Suite 2500 Chicago, IL 60606
TELEPHONE NUMBER:	602-631-4400
FAX NUMBER:	602-631-4404
WWW ADDRESS:	www.hinshawlaw.com
REPRESENTATIVE NAME:	Bradley L. Dunn
REPRESENTATIVE TELEPHONE NUMBER:	602-337-5531
REPRESENTATIVE EMAIL ADDRESS	bdunn@hinshawlaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

Attachment A-1 – Areas of Practice

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy	X	
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance	X	
Intellectual Property		X
Employment	X	
Land Use	X	
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate	X	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement	X	
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

HINSHAW & CULBERTSON LLP

Appellate;	Rate per hour	Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$320	Senior partner (16+ years)	\$320
Partner (10-16)	\$300	Partner (10-16)	\$300
Senior associate (5-10)	\$265	Senior associate (5-10)	\$265
Associate (0-5)	\$250	Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$130	Paralegal/"Law Clerk"	\$130
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour	Collections and bankruptcy;	Rate per hour
Senior partner (16+ years)	\$320	Senior partner (16+ years)	\$320
Partner (10-16)	\$300	Partner (10-16)	\$300
Senior associate (5-10)	\$265	Senior associate (5-10)	\$265
Associate (0-5)	\$250	Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$130	Paralegal/"Law Clerk"	\$130
Commercial transactions and litigation;	Rate per hour	Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	\$320	Senior partner (16+ years)	\$320
Partner (10-16)	\$300	Partner (10-16)	\$300
Senior associate (5-10)	\$265	Senior associate (5-10)	\$265
Associate (0-5)	\$250	Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$130	Paralegal/"Law Clerk"	\$130
General governmental practice (open meetings, public records, budget, etc.);	Rate per hour	Insurance;	Rate per hour
Senior partner (16+ years)	\$320	Senior partner (16+ years)	\$320
Partner (10-16)	\$300	Partner (10-16)	\$300
Senior associate (5-10)	\$265	Senior associate (5-10)	\$265
Associate (0-5)	\$250	Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$130	Paralegal/"Law Clerk"	\$130
Employment;	Rate per hour	Land use;	Rate per hour
Senior partner (16+ years)	\$320	Senior partner (16+ years)	\$320
Partner (10-16)	\$300	Partner (10-16)	\$300
Senior associate (5-10)	\$265	Senior associate (5-10)	\$265
Associate (0-5)	\$250	Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$130	Paralegal/"Law Clerk"	\$130
Real estate;	Rate per hour	Risk-Trust covered tort/civil rights defense claims	Rate per hour
Senior partner (16+ years)	\$320	Senior partner (16+ years)	\$340.00
Partner (10-16)	\$300	Partner (10-16)	\$290.00
Senior associate (5-10)	\$265	Senior associate (5-10)	\$250.00
Associate (0-5)	\$250	Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$130	Paralegal/"Law Clerk"	\$90.00
		Risk-Trust covered tort claims pricing is non-negotiable	

HINSHAW & CULBERTSON LLP

Public contracts and procurement;	Rate per hour
Senior partner (16+ years)	\$320
Partner (10-16)	\$300
Senior associate (5-10)	\$265
Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$130

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000003540

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

HOFFMAN KELLEY LLP DBA HOFFMAN KELLEY LOPEZ, 87TH PLACE EXECUTIVE OFFICES, 8149 N 87TH PL, SCOTTSDALE, AZ 85258

COMPANY NAME:	Hoffman Kelley LLP
DOING BUSINESS AS (dba):	Hoffman Kelley Lopez
MAILING ADDRESS:	8419 North 87th Place, Scottsdale, Arizona 85258
REMIT TO ADDRESS:	8419 North 87th Place, Scottsdale, Arizona 85258
TELEPHONE NUMBER:	(480) 401-1020
FAX NUMBER:	800-863-7532
WWW ADDRESS:	www.hklfirm.com
REPRESENTATIVE NAME:	Carol McCaskill
REPRESENTATIVE TELEPHONE NUMBER:	480-252-0601
REPRESENTATIVE EMAIL ADDRESS	carol@hklfirm.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate		X
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation	X	

HOFFMAN KELLEY LLP DBA HOFFMAN KELLEY LOPEZ

Workers compensation	Rate per hour
Senior partner (16+ years)	\$155
Partner (10-16)	\$145
Senior associate (5-10)	\$135
Associate (0-5)	\$125
Paralegal/"Law Clerk"	\$90
Workers compensation pricing is non-negotiable	

PRICING SHEET: NIGP CODE 96149

Terms:	NO TERM
Vendor Number	VS0000005101
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2026.

JACKSON LEWIS P.C., 2111 E HIGHLAND AVENUE SUTE B250, PHOENIX, AZ 85016

COMPANY NAME:	Jackson Lewis P.C.
DOING BUSINESS AS (dba):	Jackson Lewis P.C.
MAILING ADDRESS:	2111 E. Highland Avenue, Suite B-250 Phoenix, AZ 85016
REMIT TO ADDRESS:	2111 E. Highland Avenue, Suite B-250 Phoenix, AZ 85016
TELEPHONE NUMBER:	602-714-7044
FAX NUMBER:	602-714-7045
WWW ADDRESS:	www.jacksonlewis.com
REPRESENTATIVE NAME:	Greg Coulter
REPRESENTATIVE TELEPHONE NUMBER:	602-714-7044
REPRESENTATIVE EMAIL ADDRESS	Greg.Coulter@jacksonlewis.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		
Commercial Transactions and Litigation		
Construction Contracts and Litigation		
Cyber Liability		
Elections and Voting Rights		
Eminent Domain, Condemnation, and Relocation		
Environmental		
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues	X	
Public Housing	X	
Immigration	X	
Insurance		
Intellectual Property		
Employment	X	
Land Use		
Legislative Matters	X	
Medical Malpractice; Mental Health		
Real Estate		
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability		
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		
Workers Compensation		

JACKSON LEWIS P.C

Appellate;	Rate per hour		Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour
Senior partner (16+ years)	\$350.00		Senior partner (16+ years)	\$350.00
Partner (10-16)	\$320.00		Partner (10-16)	\$320.00
Senior associate (5-10)	\$295.00		Senior associate (5-10)	\$295.00
Associate (0-5)	\$240.00		Associate (0-5)	\$240.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00
General governmental practice (open meetings, public records, budget, etc.);	Rate per hour		Health care, including public health and employee benefits coverage issues;	Rate per hour
Senior partner (16+ years)	\$350.00		Senior partner (16+ years)	\$425.00
Partner (10-16)	\$320.00		Partner (10-16)	\$375.00
Senior associate (5-10)	\$295.00		Senior associate (5-10)	\$330.00
Associate (0-5)	\$240.00		Associate (0-5)	\$295.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$145.00
Public housing;	Rate per hour		Immigration;	See Appendix A: Immigration Flat Fees
Senior partner (16+ years)	\$350.00		Senior partner (16+ years)	\$
Partner (10-16)	\$320.00		Partner (10-16)	\$
Senior associate (5-10)	\$295.00		Senior associate (5-10)	\$
Associate (0-5)	\$240.00		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$

APPENDIX A: IMMIGRATION FLAT FEES

Our immigration lawyers generally work on a flat fee basis and with billing practices that match our clients' needs.

The flat fees listed below represent the entirety of the service including reasonable administrative costs.

	LEGAL FEES *all fees include a \$100 admin fee*	USCIS filing fees	Proposed Legal fees 2025 *Fees include a \$200 admin fee* effective 3/1/2025
Nonimmigrant			
H1B	\$3,200	~~\$2460~~ \$460	\$3600
TN Border	\$2,200	~~None~~	\$2700
TN USCIS	\$2,700	~~\$460~~	\$3200
H3	Ad Hoc	~~\$460~~	Ad Hoc
E3	\$3,200	~~\$460~~	\$3600
Non-registered E2	Hourly		N/A Maricopa does not qualify for this visa type
Registered E2	\$4,000		N/A Maricopa does not qualify for this visa type
L1s	\$4,200	~~\$460~~	N/A Maricopa does not qualify for this visa type

JACKSON LEWIS P.C

Blanket Certification	Ad hoc	\$460	N/A Maricopa does not qualify for this visa type
J1	Ad-Hoc		Ad-Hoc
O1	\$8,000-\$12,000	\$460	Ad Hoc
P-1	\$2,500	\$460	N/A Maricopa does not qualify for this visa type
Dependents	\$1100 + \$350 additional	\$370	\$1600 + \$400 additional
EAD Combo (H4/AP)	\$1,750	~~\$370 + \$410~~	\$1950
EAD	\$1,000	\$410	\$1200
Immigrant			
AP	\$1,000	~~None if based on AOS~~	\$1200
PERM	\$5,500	~~Recruitment fees~~	\$6000 (no admin fee here)
Schedule A PERM + I-140	\$5,000	~~None~~	N/A Maricopa does not qualify for this visa type
PERM Special Handling	\$5,500	~~None~~	N/A Maricopa does not qualify for this visa type
PERM Audit	\$1,500	~~None~~	\$1500 (no admin fee here)
I-140 EB1 Exec/Man	\$5,500	\$700	N/A Maricopa does not qualify for this visa type
I-140 EB1 Outstanding researcher	\$6,000-\$8,000	\$700	Ad Hoc
I-140 EB1 Extraordinary	\$8,000-\$12,000	\$700	Ad Hoc
I-140 EB2/EB3	\$3,000	\$700	\$3200
Adult I-485	\$3,500	\$1225	\$3700
Child I-485	\$2,000		\$2700
I-485J Interfile	\$1,500		\$1700
Misc.			
Premium Processing	\$500	\$2500	\$700
RFE	Hourly	~~None~~	Hourly
Immediate relative I-130	\$3000 + \$1500 per child (if any)	\$535	N/A Maricopa does not qualify for this visa type
I-130 + AOS	\$5,000	\$535 + \$1225	N/A Maricopa does not qualify for this visa type
Immigrant Visa	\$2,500	\$190 (via DS260)	N/A Maricopa does not qualify for this visa type
N-400	\$3,500	\$640	N/A Maricopa does not qualify for this visa type
I-90	\$2,500	\$455	N/A Maricopa does not qualify for this visa type
I-751 EZ (still married)	\$2,500	\$595	N/A Maricopa does not qualify for this visa type
Reentry Permit	\$2,500	\$575	N/A Maricopa does not qualify for this visa type
I-824	\$ 1,500	\$620	N/A Maricopa does not qualify for this visa type
DS-160 Review	\$1,500	~~None~~	\$1500
TPS/DACA Renewal	\$2,500	varies	N/A Maricopa does not qualify for this visa type

JACKSON LEWIS P.C

Employment;	Rate per hour		Legislative matters;	Rate per hour
Senior partner (16+ years)	\$350.00		Senior partner (16+ years)	\$350.00
Partner (10-16)	\$320.00		Partner (10-16)	\$320.00
Senior associate (5-10)	\$295.00		Senior associate (5-10)	\$295.00
Associate (0-5)	\$240.00		Associate (0-5)	\$240.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00

Jackson Lewis 2025 Hourly rates Omaha Immigration team Effective 3/1/2025

Attorneys	
Feinstein, Jessica	555.00
Peck, Amy L.	690.00
Calles Smith, David A.	405.00
Evans, Elizabeth A.	460.00
Carla Stenzel	430.00
Paralegals Banker, Jacque	255.00
Baudler, Angie	270.00
Brottem/Montano, Kayleyne	220.00
Cave/Falcone, April	210.00
Hoffman, Ann	260.00
Smith, Maria	255.00
Snyder, Kristin	220.00
Onken, Natalie	210.00

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000001464

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

JARDINE BAKER HICKMAN & HOUSTON PLLC, 3636 N. CENTRAL AVENUE SUITE 560 PHOENIX, AZ 85012

COMPANY NAME:	Jardine Baker Hickman & Houston
DOING BUSINESS AS (dba):	Jardine Baker Hickman & Houston
MAILING ADDRESS:	3636 North Central Avenue, Suite 560
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	6025325230
FAX NUMBER:	3636 North Central Avenue, Suite 560
WWW ADDRESS:	
REPRESENTATIVE NAME:	Bradley R Jardine
REPRESENTATIVE TELEPHONE NUMBER:	6025325230
REPRESENTATIVE EMAIL ADDRESS	bjardine@jbhhlaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE	RESPONDENT'S AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
	YES	NO
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.1).		
Appellate		X
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance	X	
Intellectual Property		X
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation	X	

JARDINE BAKER HICKMAN & HOUSTON PLLC

Construction contracts and litigation;	Rate per hour		Insurance;	Rate per hour
Senior partner (16+ years)	\$195.00		Senior partner (16+ years)	\$195.00
Partner (10-16)	\$		Partner (10-16)	\$
Senior associate (5-10)	\$165.00		Senior associate (5-10)	\$165.00
Associate (0-5)	\$145.00		Associate (0-5)	\$145.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00
Public official liability;	Rate per hour		Workers compensation	Rate per hour
Senior partner (16+ years)	\$195.00		Senior partner (16+ years)	\$155
Partner (10-16)	\$		Partner (10-16)	\$145
Senior associate (5-10)	\$165.00		Senior associate (5-10)	\$135
Associate (0-5)	\$145.00		Associate (0-5)	\$125
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$90
			Workers compensation pricing is non-negotiable	

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000008361

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

JELLISON & ROBENS, PLLC, 18801 N. THOMPSON PEAK PARKWA, SUITE D235, SCOTTSDALE, AZ 85255

COMPANY NAME:	Jellison & Robens, PLLC
DOING BUSINESS AS (dba):	Jellison & Robens, PLLC
MAILING ADDRESS:	18801 N. Thompson Peak Parkway
REMIT TO ADDRESS:	Suite D235
TELEPHONE NUMBER:	5708400453
FAX NUMBER:	
WWW ADDRESS:	36889 N. Tom Darlington Drive
REPRESENTATIVE NAME:	James M Jellison
REPRESENTATIVE TELEPHONE NUMBER:	602-550-6405
REPRESENTATIVE EMAIL ADDRESS	jim@jrlawaz.co

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE	RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
	YES	NO
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.1).		
Appellate		
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		
Commercial Transactions and Litigation		
Construction Contracts and Litigation		
Cyber Liability		
Elections and Voting Rights		
Eminent Domain, Condemnation, and Relocation		
Environmental		
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		
Health Care, including Public Health and Employee Benefits Coverage Issues		
Public Housing		
Immigration		
Insurance		
Intellectual Property		
Employment	X	
Land Use		
Legislative Matters		
Medical Malpractice; Mental Health		
Real Estate		
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability		
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		
Workers Compensation		

JELLISON & ROBENS, PLLC

Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour		Employment;	Rate per hour
Senior partner (16+ years)	\$ 235.00		Senior partner (16+ years)	\$ 235.00
Partner (10-16)	\$		Partner (10-16)	\$
Senior associate (5-10)	\$ 215.00		Senior associate (5-10)	\$ 215.00
Associate (0-5)	\$		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$ 110.00		Paralegal/"Law Clerk"	\$ 110.00
Risk-Trust covered tort/civil rights defense claims	Rate per hour			
Senior partner (16+ years)	\$340.00			
Partner (10-16)	\$290.00			
Senior associate (5-10)	\$250.00			
Associate (0-5)	\$190.00			
Paralegal/"Law Clerk"	\$90.00			
Risk-Trust covered tort claims pricing is non-negotiable				

PRICING SHEET: NIGP CODE 96149

Terms:	NO TERM
Vendor Number	VS0000008954
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2026.

JENNINGS, STROUSS & SALMON, P.L.C., 1 E. WASHINGTON ST. SUITE 1900 PHOENIX, AZ 85004-2554

COMPANY NAME:	Jennings, Strouss & Salmon, PLC
DOING BUSINESS AS (dba):	-
MAILING ADDRESS:	1 E Washington St, Ste 1900, Phoenix, AZ 85004
REMIT TO ADDRESS:	-
TELEPHONE NUMBER:	602.262.5911
FAX NUMBER:	-
WWW ADDRESS:	jsslaw.com
REPRESENTATIVE NAME:	Brenda Bicking
REPRESENTATIVE TELEPHONE NUMBER:	602.262.5911
REPRESENTATIVE EMAIL ADDRESS	clientservices@jsslaw.com

-	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:-	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE: Jennings, Strouss & Salmon, PLC	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 2.1)	YES	NO
Appellate		X
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters		X
Medical Malpractice, Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 9-127	X	
Workers Compensation		X

JENNINGS, STROUSS & SALMON, P.L.C

Attorney conduct and professionalism;	Rate per hour	-	Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	\$300	-	Senior partner (16+ years)	\$275 \$295
Partner (10-16)	\$275	-	Partner (10-16)	\$245
Senior associate (5-10)	\$250	-	Senior associate (5-10)	\$225
Associate (0-5)	\$230	-	Associate (0-5)	\$200
Paralegal/"Law Clerk"	\$200	-	Paralegal/"Law Clerk"	\$125
-	-	-	-	-
Construction contracts and litigation;	Rate per hour	-	Employment;	Rate per hour
Senior partner (16+ years)	\$300	-	Senior partner (16+ years)	\$400
Partner (10-16)	\$285	-	Partner (10-16)	\$325
Senior associate (5-10)	\$265	-	Senior associate (5-10)	\$290
Associate (0-5)	\$245	-	Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$200	-	Paralegal/"Law Clerk"	\$150

Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127;	Rate per hour
Senior partner (16+ years)	\$275
Partner (10-16)	\$225
Senior associate (5-10)	\$200
Associate (0-5)	\$150
Paralegal/"Law Clerk"	\$80

PRICING SHEET: NIGP CODE 96149

Terms: _____ NET 10 DAYS

Vendor Number _____ VC0000006868

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending June 30, 2026.

TERMINATED EFFECTIVE AUGUST 31, 2023.

JONES, SKELTON & HOCHULI, PLC, 40 N CENTRAL AVE SUITE 2700 PHOENIX, AZ 85004

COMPANY NAME:	JONES, SKELTON & HOCHULI, PLC
DOING BUSINESS AS (dba):	JONES, SKELTON & HOCHULI, PLC
MAILING ADDRESS:	40 N CENTRAL AVE, STE 2700, PHX AZ 85004
REMIT TO ADDRESS:	40 N CENTRAL AVE, STE 2700, PHX AZ 85004
TELEPHONE NUMBER:	602.263.1700
FAX NUMBER:	602.651.7599
WWW ADDRESS:	WWW.JSHFIRM.COM
REPRESENTATIVE NAME:	LORI KATZAROFF
REPRESENTATIVE TELEPHONE NUMBER:	602.263.1769
REPRESENTATIVE EMAIL ADDRESS	lkatzaroff@jshfirm.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		X
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues	X	
Public Housing		X
Immigration		X
Insurance	X	
Intellectual Property	X	
Employment	X	
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health	X	
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

JONES, SKELTON & HOCHULI, PLC

Appellate;	Rate per hour	Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	285	Senior partner (16+ years)	285
Partner (10-16)	260	Partner (10-16)	260
Senior associate (5-10)	230	Senior associate (5-10)	230
Associate (0-5)	195	Associate (0-5)	195
Paralegal/"Law Clerk"	135	Paralegal/"Law Clerk"	135
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour	Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	285	Senior partner (16+ years)	285
Partner (10-16)	260	Partner (10-16)	260
Senior associate (5-10)	230	Senior associate (5-10)	230
Associate (0-5)	195	Associate (0-5)	195
Paralegal/"Law Clerk"	135	Paralegal/"Law Clerk"	135
Construction contracts and litigation;	Rate per hour	General governmental practice (open meetings, public records, budget, etc.);	Rate per hour
Senior partner (16+ years)	285	Senior partner (16+ years)	285
Partner (10-16)	260	Partner (10-16)	260
Senior associate (5-10)	230	Senior associate (5-10)	230
Associate (0-5)	195	Associate (0-5)	195
Paralegal/"Law Clerk"	135	Paralegal/"Law Clerk"	135
Health care, including public health and employee benefits coverage issues;	Rate per hour	Insurance;	Rate per hour
Senior partner (16+ years)	285	Senior partner (16+ years)	285
Partner (10-16)	260	Partner (10-16)	260
Senior associate (5-10)	230	Senior associate (5-10)	230
Associate (0-5)	195	Associate (0-5)	195
Paralegal/"Law Clerk"	135	Paralegal/"Law Clerk"	135
Intellectual property;	Rate per hour	Employment;	Rate per hour
Senior partner (16+ years)	285	Senior partner (16+ years)	285
Partner (10-16)	260	Partner (10-16)	260
Senior associate (5-10)	230	Senior associate (5-10)	230
Associate (0-5)	195	Associate (0-5)	195
Paralegal/"Law Clerk"	135	Paralegal/"Law Clerk"	135

JONES, SKELTON & HOCHULI, PLC

Medical malpractice; Mental health	Rate per hour	Risk-Trust covered tort/civil rights defense claims	Rate per hour
Senior partner (16+ years)	285	Senior partner (16+ years)	\$340.00
Partner (10-16)	260	Partner (10-16)	\$290.00
Senior associate (5-10)	230	Senior associate (5-10)	\$250.00
Associate (0-5)	195	Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	135	Paralegal/"Law Clerk"	\$90.00
		Risk-Trust covered tort claims pricing is non-negotiable	

Public official liability;	Rate per hour
Senior partner (16+ years)	285
Partner (10-16)	260
Senior associate (5-10)	230
Associate (0-5)	195
Paralegal/"Law Clerk"	135

4.5 INDEMNIFICATION

- 4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) ~~arising out of, or alleged to have resulted~~ **resulting** from, the negligent acts, errors, omissions, or mistakes **by Contractor** relating to the **work or services provided in the** performance of this contract.

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000007424

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

KOELLER NEBEKER CARLSON HALUCK, PO BOX 19799, IRVINE, CA 9623

COMPANY NAME:	Koeller Nebeker Carlson Haluck, LLP
DOING BUSINESS AS (dba):	Koeller Nebeker Carlson Haluck, LLP
MAILING ADDRESS:	3800 N. Central Avenue, 15th Floor
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-256-0000
FAX NUMBER:	602-256-2488
WWW ADDRESS:	www.knchlaw.com
REPRESENTATIVE NAME:	William Nebeker
REPRESENTATIVE TELEPHONE NUMBER:	602-256-0000
REPRESENTATIVE EMAIL ADDRESS	nebeker@knchlaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

Koeller Nebeker Carlson & Haluck, LLP
ATTACHMENT A-1: AREAS OF PRACTICE

SERIAL 230116-RC

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 2.1).	YES	NO
Appellate		
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)		
Collections and Bankruptcy		
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		
Elections and Voting Rights		
Eminent Domain, Condemnation, and Relocation		
Environmental	X	
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		
Health Care, including Public Health and Employee Benefits Coverage Issues		
Public Housing		
Immigration		
Insurance	X	
Intellectual Property		
Employment		
Land Use		
Legislative Matters		
Medical Malpractice; Mental Health		
Real Estate		
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127	X	
Workers Compensation	X	

KOELLER NEBEKER CARLSON HALUCK

Commercial transactions and litigation;	Rate per hour		Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	\$ 375.00		Senior partner (16+ years)	\$ 375.00
Partner (10-16)	\$ 350.00		Partner (10-16)	\$ 350.00
Senior associate (5-10)	\$ 275.00		Senior associate (5-10)	\$ 275.00
Associate (0-5)	\$ 275.00		Associate (0-5)	\$ 275.00
Paralegal/"Law Clerk"	\$ 175.00		Paralegal/"Law Clerk"	\$ 175.00
Environmental;	Rate per hour		Insurance;	Rate per hour
Senior partner (16+ years)	\$ 375.00		Senior partner (16+ years)	\$
Partner (10-16)	\$ 350.00		Partner (10-16)	\$
Senior associate (5-10)	\$ 275.00		Senior associate (5-10)	\$
Associate (0-5)	\$ 275.00		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$ 175.00		Paralegal/"Law Clerk"	\$
Risk-Trust covered tort/civil rights defense claims	Rate per hour		Public official liability;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$ 375.00
Partner (10-16)	\$290.00		Partner (10-16)	\$ 350.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$ 275.00
Associate (0-5)	\$190.00		Associate (0-5)	\$ 275.00
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$ 175.00
Risk-Trust covered tort claims pricing is non-negotiable				
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127;	Rate per hour		Workers Compensation	Rate per hour
Senior partner (16+ years)	\$ 375.00		Senior partner (16+ years)	\$155
Partner (10-16)	\$ 350.00		Partner (10-16)	\$145
Senior associate (5-10)	\$ 275.00		Senior associate (5-10)	\$135
Associate (0-5)	\$ 275.00		Associate (0-5)	\$125
Paralegal/"Law Clerk"	\$ 175.00		Paralegal/"Law Clerk"	\$90
			Workers compensation pricing is non-negotiable	

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000003289

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

KUTAK ROCK LLP, 8601 NORTH SCOTTSDALE ROAD, SCOTTSDALE, AZ 85253

COMPANY NAME:	Kutak Rock LLP
DOING BUSINESS AS (dba):	Kutak Rock LLP
MAILING ADDRESS:	8601 North Scottsdale Road, Suite 300 Scottsdale, Arizona 85253-2738
REMIT TO ADDRESS:	8601 North Scottsdale Road, Suite 300 Scottsdale, Arizona 85253-2738
TELEPHONE NUMBER:	480.429.5000
FAX NUMBER:	480.429.5001
WWW ADDRESS:	https://www.kutakrock.com/
REPRESENTATIVE NAME:	Douglas H. Allsworth
REPRESENTATIVE TELEPHONE NUMBER:	480.429.7107
REPRESENTATIVE EMAIL ADDRESS	doug.allsworth@kutakrock.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

<u>AREAS OF PRACTICE</u>	RESPONDENT'S 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 2.1).	YES	NO
Appellate		X
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel	X	
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation	X	
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration	X	
Insurance	X	
Intellectual Property		X
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

KUTAK ROCK LLP

Bond and disclosure counsel;	Rate per hour		Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	\$650		Senior partner (16+ years)	\$425
Partner (10-16)	\$500		Partner (10-16)	\$375
Senior associate (5-10)	\$400		Senior associate (5-10)	\$295
Associate (0-5)	\$300		Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$200		Paralegal/"Law Clerk"	\$150
Eminent domain and relocation;	Rate per hour		Immigration;	Rate per hour
Senior partner (16+ years)	\$425		Senior partner (16+ years)	\$425
Partner (10-16)	\$375		Partner (10-16)	\$375
Senior associate (5-10)	\$295		Senior associate (5-10)	\$295
Associate (0-5)	\$250		Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$150		Paralegal/"Law Clerk"	\$150

Insurance;	Rate per hour
Senior partner (16+ years)	\$425
Partner (10-16)	\$375
Senior associate (5-10)	\$295
Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$150

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000004553

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

LAW OFFICE OF PAULA LORONA

COMPANY NAME:	The Law Office of Paula Lorona
DOING BUSINESS AS (dba):	The Law Office of Paula Lorona
MAILING ADDRESS:	14050 n. 83rd ave. suite 290
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-633-0355
FAX NUMBER:	602-633-0438
WWW ADDRESS:	www.loronalaw.com
REPRESENTATIVE NAME:	Paula Lorona
REPRESENTATIVE TELEPHONE NUMBER:	602-633-0355
REPRESENTATIVE EMAIL ADDRESS	paula@loronalaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

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 2.1).	YES	NO
Appellate		X
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127	X	
Workers Compensation		X

LAW OFFICE OF PAULA LORONA

Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127;	Rate per hour
Senior partner (16+ years)	\$200
Partner (10-16)	\$200
Senior associate (5-10)	\$200
Associate (0-5)	\$125
Paralegal/"Law Clerk"	\$90

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VS0000008993

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

MAYNARD CRONIN ERICKSON & CURRAN PLC, 3200 N. CENTRAL #3200, PHOENIX, AZ 85012

COMPANY NAME:	Maynard Cronin Erickson & Curran
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	3200 N. CENTRAL #1800, PHOENIX AZ 85012
REMIT TO ADDRESS:	3200 N. CENTRAL #1800, PHOENIX AZ 85012
TELEPHONE NUMBER:	602-279-8557
FAX NUMBER:	602-263-8185
WWW ADDRESS:	WWW.MMCEC.COM
REPRESENTATIVE NAME:	DOUGLAS ERICKSON
REPRESENTATIVE TELEPHONE NUMBER:	602-279-8557
REPRESENTATIVE EMAIL ADDRESS	derickson@mmcec.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE	RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
	YES	NO
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.1).		
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		X
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights	X	
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property	X	
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary	X	
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

MAYNARD CRONIN ERICKSON & CURRAN PLC

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$ 340.00		Senior partner (16+ years)	\$ 340.00
Partner (10-16)	\$ 310.00		Partner (10-16)	\$ 310.00
Senior associate (5-10)	\$ 250.00		Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$ 190.00		Associate (0-5)	\$ 190.00
Paralegal/"Law Clerk"	\$ 90.00		Paralegal/"Law Clerk"	\$ 90.00
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	\$ 340.00		Senior partner (16+ years)	\$ 325.00
Partner (10-16)	\$ 310.00		Partner (10-16)	\$ 275.00
Senior associate (5-10)	\$ 250.00		Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$ 190.00		Associate (0-5)	\$ 190.00
Paralegal/"Law Clerk"	\$ 90.00		Paralegal/"Law Clerk"	\$ 90.00
Elections and voting rights;	Rate per hour		Intellectual property;	Rate per hour
Senior partner (16+ years)	\$ 340.00		Senior partner (16+ years)	\$
Partner (10-16)	\$ 310.00		Partner (10-16)	\$
Senior associate (5-10)	\$ 250.00		Senior associate (5-10)	\$
Associate (0-5)	\$ 190.00		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$ 90.00		Paralegal/"Law Clerk"	\$
Risk-Trust covered tort/civil rights defense claims	Rate per hour		Public fiduciary;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$ 300.00
Partner (10-16)	\$290.00		Partner (10-16)	\$ 275.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$190.00		Associate (0-5)	\$ 190.00
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$ 90.00
Risk-Trust covered tort claims pricing is non-negotiable				

MAYNARD CRONIN ERICKSON & CURRAN PLC

Public official liability;	Rate per hour
Senior partner (16+ years)	\$ 340.00
Partner (10-16)	\$ 310.00
Senior associate (5-10)	\$ 250.00
Associate (0-5)	\$ 190.00
Paralegal/"Law Clerk"	\$ 90.00

PRICING SHEET: NIGP CODE 96149

Terms: 2% 10 DAYS NET 30 DAYS

Vendor Number VC0000008324

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

NOSSAMAN, LLP, 777 SOUTH FIGUEROA STREET, 34TH FLOOR, LOS ANGELES, CA 90017

COMPANY NAME:	Nossaman LLP
DOING BUSINESS AS (dba):	Nossaman LLP
MAILING ADDRESS:	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
REMIT TO ADDRESS:	777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017
TELEPHONE NUMBER:	2136127800
FAX NUMBER:	2136127801
WWW ADDRESS:	www.nossaman.com
REPRESENTATIVE NAME:	Jordan Leavitt
REPRESENTATIVE TELEPHONE NUMBER:	4807905911
REPRESENTATIVE EMAIL ADDRESS	jleavitt@nossaman.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate		
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)		
Collections and Bankruptcy		
Commercial Transactions and Litigation		
Construction Contracts and Litigation		
Cyber Liability		
Elections and Voting Rights		
Eminent Domain, Condemnation, and Relocation	X	
Environmental		
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		
Health Care, including Public Health and Employee Benefits Coverage Issues		
Public Housing		
Immigration		
Insurance		
Intellectual Property		
Employment		
Land Use		
Legislative Matters		
Medical Malpractice; Mental Health		
Real Estate		
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability		
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		
Workers Compensation		

NOSSAMAN, LLP

Eminent domain and relocation;	Rate per hour
Senior partner (16+ years)	\$ 405.00
Partner (10-16)	\$ 405.00
Senior associate (5-10)	\$ 300.00
Associate (0-5)	\$ 300.00
Paralegal/"Law Clerk"	\$ 200.00

PRICING SHEET: NIGP CODE 96149

Terms:	NO TERM
Vendor Number	VS0000008956
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2026 .

O'CONNOR & DYET PC, 7955 S. PRIEST DRIVE, TEMPE, AZ 85284

COMPANY NAME:	O'Connor & Dyet
DOING BUSINESS AS (dba):	O'Connor & Dyet
MAILING ADDRESS:	7955 S. Priest Drive, Tempe, AZ 85284
REMIT TO ADDRESS:	Same as above
TELEPHONE NUMBER:	6022417000
FAX NUMBER:	6022417039
WWW ADDRESS:	www.occlaw.com
REPRESENTATIVE NAME:	Daniel J. O'Connor, Jr.
REPRESENTATIVE TELEPHONE NUMBER:	6022417002
REPRESENTATIVE EMAIL ADDRESS	daniel.oconnor@occlaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.1).	RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		X
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance	X	
Intellectual Property		X
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement	X	
Public Fiduciary		X
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

O'CONNOR & DYET PC

Appellate;	Rate per hour	Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour
Senior partner (16+ years)	225	Senior partner (16+ years)	225
Partner (10-16)	225	Partner (10-16)	225
Senior associate (5-10)	225	Senior associate (5-10)	225
Associate (0-5)	190	Associate (0-5)	190
Paralegal/"Law Clerk"	135	Paralegal/"Law Clerk"	135
Commercial transactions and litigation;	Rate per hour	Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	225	Senior partner (16+ years)	225
Partner (10-16)	225	Partner (10-16)	225
Senior associate (5-10)	225	Senior associate (5-10)	225
Associate (0-5)	190	Associate (0-5)	190
Paralegal/"Law Clerk"	135	Paralegal/"Law Clerk"	135
Insurance;	Rate per hour	Risk-Trust covered tort/civil rights defense claims	Rate per hour
Senior partner (16+ years)	225	Senior partner (16+ years)	\$340.00
Partner (10-16)	225	Partner (10-16)	\$290.00
Senior associate (5-10)	225	Senior associate (5-10)	\$250.00
Associate (0-5)	190	Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	135	Paralegal/"Law Clerk"	\$90.00
		Risk-Trust covered tort claims pricing is non-negotiable	
Public contracts and procurement;	Rate per hour	Public official liability;	Rate per hour
Senior partner (16+ years)	225	Senior partner (16+ years)	225
Partner (10-16)	225	Partner (10-16)	225
Senior associate (5-10)	225	Senior associate (5-10)	225
Associate (0-5)	190	Associate (0-5)	190
Paralegal/"Law Clerk"	135	Paralegal/"Law Clerk"	135

PRICING SHEET: NIGP CODE 96149

Terms: 2% 30 DAYS NET 31 DAYS

Vendor Number VC0000001730

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026**

OSBORN MALEDON PA, 2929 N. CENTRAL AVE 21ST FLOOR PHOENIX, AZ 85012

COMPANY NAME:	Osborn Maledon
DOING BUSINESS AS (dba):	Osborn Maledon
MAILING ADDRESS:	2929 North Central Avenue
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	6026409210
FAX NUMBER:	2929 North Central Avenue, Suite 2000
WWW ADDRESS:	2929 North Central Avenue
REPRESENTATIVE NAME:	Angi Brugger
REPRESENTATIVE TELEPHONE NUMBER:	6026409210
REPRESENTATIVE EMAIL ADDRESS	marketing@omlaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy	X	
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability	X	
Elections and Voting Rights	X	
Eminent Domain, Condemnation, and Relocation	X	
Environmental	X	
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration	X	
Insurance	X	
Intellectual Property	X	
Employment	X	
Land Use		X
Legislative Matters	X	
Medical Malpractice; Mental Health	X	
Real Estate	X	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters	X	
Public Contracts and Procurement	X	
Public Fiduciary		X
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

OSBORN MALEDON PA

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$405-790		Senior partner (16+ years)	\$405-790
Partner (10-16)	\$335-540		Partner (10-16)	\$335-540
Senior associate (5-10)	\$320.00		Senior associate (5-10)	\$320.00
Associate (0-5)	\$290.00		Associate (0-5)	\$290.00
Paralegal/"Law Clerk"	\$220.00		Paralegal/"Law Clerk"	\$220.00
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour		Collections and bankruptcy;	Rate per hour
Senior partner (16+ years)	\$405-790		Senior partner (16+ years)	\$405-790
Partner (10-16)	\$335-540		Partner (10-16)	\$335-540
Senior associate (5-10)	\$320.00		Senior associate (5-10)	\$320.00
Associate (0-5)	\$290.00		Associate (0-5)	\$290.00
Paralegal/"Law Clerk"	\$220.00		Paralegal/"Law Clerk"	\$220.00
Commercial transactions and litigation;	Rate per hour		Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	\$405-790		Senior partner (16+ years)	\$405-790
Partner (10-16)	\$335-540		Partner (10-16)	\$335-540
Senior associate (5-10)	\$320.00		Senior associate (5-10)	\$320.00
Associate (0-5)	\$290.00		Associate (0-5)	\$290.00
Paralegal/"Law Clerk"	\$220.00		Paralegal/"Law Clerk"	\$220.00
Cyber liability;	Rate per hour		Elections and voting rights;	Rate per hour
Senior partner (16+ years)	\$405-790		Senior partner (16+ years)	\$405-790
Partner (10-16)	\$335-540		Partner (10-16)	\$335-540
Senior associate (5-10)	\$320.00		Senior associate (5-10)	\$320.00
Associate (0-5)	\$290.00		Associate (0-5)	\$290.00
Paralegal/"Law Clerk"	\$220.00		Paralegal/"Law Clerk"	\$220.00
Eminent domain and relocation;	Rate per hour		Environmental;	Rate per hour
Senior partner (16+ years)	\$405-790		Senior partner (16+ years)	\$405-790
Partner (10-16)	\$335-540		Partner (10-16)	\$335-540
Senior associate (5-10)	\$320.00		Senior associate (5-10)	\$320.00
Associate (0-5)	\$290.00		Associate (0-5)	\$290.00
Paralegal/"Law Clerk"	\$220.00		Paralegal/"Law Clerk"	\$220.00

OSBORN MALEDON PA

General governmental practice (open meetings, public records, budget, etc.);	Rate per hour		Immigration;	Rate per hour
Senior partner (16+ years)	\$405-790		Senior partner (16+ years)	\$405-790
Partner (10-16)	\$335-540		Partner (10-16)	\$335-540
Senior associate (5-10)	\$320.00		Senior associate (5-10)	\$320.00
Associate (0-5)	\$290.00		Associate (0-5)	\$290.00
Paralegal/"Law Clerk"	\$220.00		Paralegal/"Law Clerk"	\$220.00
Insurance;	Rate per hour		Intellectual property;	Rate per hour
Senior partner (16+ years)	\$405-790		Senior partner (16+ years)	\$405-790
Partner (10-16)	\$335-540		Partner (10-16)	\$335-540
Senior associate (5-10)	\$320.00		Senior associate (5-10)	\$320.00
Associate (0-5)	\$290.00		Associate (0-5)	\$290.00
Paralegal/"Law Clerk"	\$220.00		Paralegal/"Law Clerk"	\$220.00
Employment;	Rate per hour		Legislative matters;	Rate per hour
Senior partner (16+ years)	\$405-790		Senior partner (16+ years)	\$405-790
Partner (10-16)	\$335-540		Partner (10-16)	\$335-540
Senior associate (5-10)	\$320.00		Senior associate (5-10)	\$320.00
Associate (0-5)	\$290.00		Associate (0-5)	\$290.00
Paralegal/"Law Clerk"	\$220.00		Paralegal/"Law Clerk"	\$220.00
Medical malpractice; Mental health	Rate per hour		Real estate;	Rate per hour
Senior partner (16+ years)	\$405-790		Senior partner (16+ years)	\$405-790
Partner (10-16)	\$335-540		Partner (10-16)	\$335-540
Senior associate (5-10)	\$320.00		Senior associate (5-10)	\$320.00
Associate (0-5)	\$290.00		Associate (0-5)	\$290.00
Paralegal/"Law Clerk"	\$220.00		Paralegal/"Law Clerk"	\$220.00
Property tax appeals, Tax lien sales and foreclosures, Treasurer's matters;	Rate per hour		Public contracts and procurement;	Rate per hour
Senior partner (16+ years)	\$405-790		Senior partner (16+ years)	\$405-790
Partner (10-16)	\$335-540		Partner (10-16)	\$335-540
Senior associate (5-10)	\$320.00		Senior associate (5-10)	\$320.00
Associate (0-5)	\$290.00		Associate (0-5)	\$290.00
Paralegal/"Law Clerk"	\$220.00		Paralegal/"Law Clerk"	\$220.00

OSBORN MALEDON PA

Public official liability;	Rate per hour
Senior partner (16+ years)	\$405-790
Partner (10-16)	\$335-540
Senior associate (5-10)	\$320.00
Associate (0-5)	\$290.00
Paralegal/"Law Clerk"	\$220.00

Attorney Rates

**Maricopa County Outside Legal
Services 230116-ROQ
Osborn Maledon Proposed Rates**

<u>Attorneys Senior Partner (16+)</u>	<u>RATE</u>	<u>Attorneys Partner (10-16)</u>	<u>RATE</u>
Adams, Lynne C.	\$570	Fraser, Eric M.	\$585
Ariano, Jonathan F.	\$525	Furnish, William D.	\$385
Campbell, Colin F.	\$770	Harmon, Aaron R.	\$435
Dauphine, Dawn L.	\$480	Hunt, Travis C.	\$400
Dearing, Jack C.	\$465	Londen, Phillip W.	\$400
Eckstein, Timothy J.	\$590	Pappas, Andrew	\$435
Garner, David D.	\$455	Proksel, Colin M.	\$405
Grabel, Meghan H.	\$570	Roth, Joseph	\$540
Hardin, William M.	\$725	Western, Andrew D.	\$435
Hudson, Thomas L.	\$625		
Janitch, Danielle D.	\$430	Senior Associate (5-10)	
Kelly, Andrew P.	\$570	Carder, Lindsay	\$320
Lowe, Thayne G.	\$570	Cone-Roddy, Emma	\$320
Maledon, William	\$750	Lopez, Oscar R.	\$320
Molinar, Jeffrey B.	\$450	Rebling, Grace	\$320
O'Grady, Mary R.	\$570		
Porter, Clark M.	\$500	Junior Associate (0-5)	
Rassas, Theresa	\$435	Ancharski, Elias J.	\$290
Rodgers, Scott W.	\$570	Bowman, Payslie M.	\$290
Rosenbaum, David B.	\$790	Bullock, John	\$290
Simpson, Christopher C.	\$565	Delgado, Brandon T.	\$290
Smith, James D.	\$565	Haynes, Andrew	\$290
Stapleton, Warren J.	\$480	Illich Meeds, BriAnne N.	\$290
Sturr, Geoffrey M.T.	\$500	Lawson, Sarah P.	\$290
Windtberg, Kristin L.	\$455	Messer, Joshua	\$290
		Price, Michael J.	\$290
Paralegals	\$220	Robles, Heather A.	\$290

OSBORN MALEDON PA

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000008102

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

PIERCE COLEMAN PLLC, 2020 NORTH CENTRAL AVENUE, SUITE 670, PHOENIX, ARIZONA 85004

COMPANY NAME:	Pierce Coleman, PLLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	7730 E Greenway Rd., Suite 105, Scottsdale, AZ 85260
REMIT TO ADDRESS:	Same as Mailing Address
TELEPHONE NUMBER:	602-772-5506
FAX NUMBER:	
WWW ADDRESS:	www.piercecoleman.com
REPRESENTATIVE NAME:	Justin S. Pierce
REPRESENTATIVE TELEPHONE NUMBER:	602-772-5507
REPRESENTATIVE EMAIL ADDRESS	Justin@PierceColeman.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		X
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights	X	
Eminent Domain, Condemnation, and Relocation	X	
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment	X	
Land Use	X	
Legislative Matters	X	
Medical Malpractice; Mental Health		X
Real Estate	X	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters	X	
Public Contracts and Procurement	X	
Public Fiduciary		X
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

PIERCE COLEMAN PLLC

Elections and voting rights;	Rate per hour		Eminent domain and relocation;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$190.00		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$90.00
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$190.00		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$90.00
Construction contracts and litigation;	Rate per hour		Elections and voting rights;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$190.00		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$90.00
Eminent domain and relocation;	Rate per hour		General governmental practice (open meetings, public records, budget, etc.);	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$190.00		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$90.00
Employment;	Rate per hour		Land use;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$190.00		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$90.00
Legislative matters;	Rate per hour		Real estate;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$190.00		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$90.00

PIERCE COLEMAN PLLC

Risk-Trust covered tort/civil rights defense claims	Rate per hour		Property tax appeals, Tax lien sales and foreclosures, Treasurer's matters;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$190.00		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$90.00
Risk-Trust covered tort claims pricing is non-negotiable				

Public official liability;	Rate per hour
Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00
Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$90.00

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000004658

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

POLSINELLI PC, PO BOX 878681, KANSAS CITY, MO 64187

COMPANY NAME:	Polsinelli
DOING BUSINESS AS (dba):	N/A
MAILING ADDRESS:	One East Washington Suite 1200 Phoenix, AZ 85004
REMIT TO ADDRESS:	One East Washington Suite 1200 Phoenix, AZ 85004
TELEPHONE NUMBER:	602.650.2000
FAX NUMBER:	602.264.7033
WWW ADDRESS:	https://www.polsinelli.com/
REPRESENTATIVE NAME:	Edward F. Novak
REPRESENTATIVE TELEPHONE NUMBER:	602.650.2020
REPRESENTATIVE EMAIL ADDRESS	enovak@polsinelli.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	☒	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	☒	
Bond and Disclosure Counsel		☒
Civil Rights Defense (not otherwise covered under Risk Trust)	☒	
Collections and Bankruptcy		☒
Commercial Transactions and Litigation		☒
Construction Contracts and Litigation		☒
Cyber Liability		☒
Elections and Voting Rights	☒	
Eminent Domain, Condemnation, and Relocation		☒
Environmental		☒
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	☒	
Health Care, including Public Health and Employee Benefits Coverage Issues		☒
Public Housing		☒
Immigration		☒
Insurance		☒
Intellectual Property		☒
Employment		☒
Land Use		☒
Legislative Matters		☒
Medical Malpractice; Mental Health		☒
Real Estate		☒
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		☒
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		☒
Public Contracts and Procurement		☒
Public Fiduciary		☒
Public Official Liability	☒	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		☒
Workers Compensation		☒

POLSINELLI PC

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$595		Senior partner (16+ years)	\$595
Partner (10-16)	\$595		Partner (10-16)	\$595
Senior associate (5-10)	\$390		Senior associate (5-10)	\$390
Associate (0-5)			Associate (0-5)	\$
Paralegal/"Law Clerk"	\$250		Paralegal/"Law Clerk"	\$250
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour		Elections and voting rights;	Rate per hour
Senior partner (16+ years)	\$595		Senior partner (16+ years)	\$595
Partner (10-16)	\$595		Partner (10-16)	\$595
Senior associate (5-10)	\$390		Senior associate (5-10)	\$390
Associate (0-5)	\$		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$250		Paralegal/"Law Clerk"	\$250
General governmental practice (open meetings, public records, budget, etc.);	Rate per hour		Public official liability;	Rate per hour
Senior partner (16+ years)	\$595		Senior partner (16+ years)	\$595
Partner (10-16)	\$595		Partner (10-16)	\$595
Senior associate (5-10)	\$390		Senior associate (5-10)	\$390
Associate (0-5)	\$		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$250		Paralegal/"Law Clerk"	\$250

PRICING SHEET: NIGP CODE 96149

Terms:

NO TERM

Vendor Number

VC0000004028

Certificates of Insurance

Required

Contract Period:

To cover the period ending **June 30, 2026.**

RYAN RAPP PACHECO & KELLEY PLC, 3200 N CENTRAL AVENUE SUITE 2250, PHOENIX, AZ 85012

COMPANY NAME:	Ryan Rapp Pacheco & Kelley, PLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	3200 N Central Ave, Suite 2250
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-280-1000
FAX NUMBER:	602-265-1495
WWW ADDRESS:	www.rrpklaw.com
REPRESENTATIVE NAME:	Christopher T. Rapp
REPRESENTATIVE TELEPHONE NUMBER:	602-280-1000
REPRESENTATIVE EMAIL ADDRESS	ctrapp@rrpklaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE	RESPONDENT'S 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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		X
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights	X	
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues	X	
Public Housing		X
Immigration		X
Insurance	X	
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters	X	
Medical Malpractice; Mental Health	X	
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters	X	
Public Contracts and Procurement	X	
Public Fiduciary		X
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127	X	
Workers Compensation		X

RYAN RAPP PACHECO & KELLEY PLC

Appellate;	Rate per hour	Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$ 325.00	Senior partner (16+ years)	\$ 325.00
Partner (10-16)	\$ 300.00	Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00	Senior associate (5-10)	\$ 275.00
Associate (0-5)	N/A	Associate (0-5)	N/A
Paralegal/"Law Clerk"	\$ 150.00	Paralegal/"Law Clerk"	\$ 150.00
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour	Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	\$ 325.00	Senior partner (16+ years)	\$ 325.00
Partner (10-16)	\$ 300.00	Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00	Senior associate (5-10)	\$ 275.00
Associate (0-5)	N/A	Associate (0-5)	N/A
Paralegal/"Law Clerk"	\$ 150.00	Paralegal/"Law Clerk"	\$ 150.00
Construction contracts and litigation;	Rate per hour	Elections and voting rights;	Rate per hour
Senior partner (16+ years)	\$ 325.00	Senior partner (16+ years)	\$ 325.00
Partner (10-16)	\$ 300.00	Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00	Senior associate (5-10)	\$ 275.00
Associate (0-5)	N/A	Associate (0-5)	N/A
Paralegal/"Law Clerk"	\$ 150.00	Paralegal/"Law Clerk"	\$ 150.00
General governmental practice (open meetings, public records, budget, etc.);	Rate per hour	Health care, including public health and employee benefits coverage issues;	Rate per hour
Senior partner (16+ years)	\$ 325.00	Senior partner (16+ years)	\$ 325.00
Partner (10-16)	\$ 300.00	Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00	Senior associate (5-10)	\$ 275.00
Associate (0-5)	N/A	Associate (0-5)	N/A
Paralegal/"Law Clerk"	\$ 150.00	Paralegal/"Law Clerk"	\$ 150.00
Insurance;	Rate per hour	Employment;	Rate per hour
Senior partner (16+ years)	\$ 325.00	Senior partner (16+ years)	\$ 325.00
Partner (10-16)	\$ 300.00	Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00	Senior associate (5-10)	\$ 275.00
Associate (0-5)	N/A	Associate (0-5)	N/A
Paralegal/"Law Clerk"	\$ 150.00	Paralegal/"Law Clerk"	\$ 150.00
Legislative matters;	Rate per hour	Medical malpractice; Mental health	Rate per hour
Senior partner (16+ years)	\$ 325.00	Senior partner (16+ years)	\$ 325.00
Partner (10-16)	\$ 300.00	Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00	Senior associate (5-10)	\$ 275.00
Associate (0-5)	N/A	Associate (0-5)	N/A
Paralegal/"Law Clerk"	\$ 150.00	Paralegal/"Law Clerk"	\$ 150.00

RYAN RAPP PACHECO & KELLEY PLC

Risk-Trust covered tort/civil rights defense claims	Rate per hour		Property tax appeals, Tax lien sales and foreclosures, Treasurer's matters;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$ 325.00
Partner (10-16)	\$290.00		Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$ 275.00
Associate (0-5)	\$190.00		Associate (0-5)	N/A
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$ 150.00
Risk-Trust covered tort claims pricing is non-negotiable				
Public contracts and procurement;	Rate per hour		Public official liability;	Rate per hour
Senior partner (16+ years)	\$ 325.00		Senior partner (16+ years)	\$ 325.00
Partner (10-16)	\$ 300.00		Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00		Senior associate (5-10)	\$ 275.00
Associate (0-5)	N/A		Associate (0-5)	N/A
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00

Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127;	Rate per hour
Senior partner (16+ years)	\$ 325.00
Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00
Associate (0-5)	N/A
Paralegal/"Law Clerk"	\$ 150.00

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000008047

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

SACKS TIERNEY P.A., 4250 N DRINKWATER BLVD 4TH FL, SCOTTSDALE. AZ 85251

COMPANY NAME:	Sacks Tierney P.A.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	4250 N Drinkwater Blvd. 4th Fl Scottsdale AZ 85251
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	4804252601
FAX NUMBER:	
WWW ADDRESS:	www.sackstierney.com
REPRESENTATIVE NAME:	Jeff Leonard
REPRESENTATIVE TELEPHONE NUMBER:	4804252652
REPRESENTATIVE EMAIL ADDRESS	leonard@sackstierney.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE	RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
	YES	NO
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.1).		
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel	X	
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy	X	
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance	X	
Intellectual Property	X	
Employment	X	
Land Use	X	
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate	X	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement	X	
Public Fiduciary		X
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127	X	
Workers Compensation		X

SACKS TIERNEY P.A.

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$ 350.00		Senior partner (16+ years)	\$ 350.00
Partner (10-16)	\$ 300.00		Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00		Senior associate (5-10)	\$ 275.00
Associate (0-5)	\$ 245.00		Associate (0-5)	\$ 245.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00
Bond and disclosure counsel;	Rate per hour		Collections and bankruptcy;	Rate per hour
Senior partner (16+ years)	\$ 350.00		Senior partner (16+ years)	\$ 350.00
Partner (10-16)	\$ 300.00		Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00		Senior associate (5-10)	\$ 275.00
Associate (0-5)	\$ 245.00		Associate (0-5)	\$ 245.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00
Commercial transactions and litigation;	Rate per hour		Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	\$ 350.00		Senior partner (16+ years)	\$ 350.00
Partner (10-16)	\$ 300.00		Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00		Senior associate (5-10)	\$ 275.00
Associate (0-5)	\$ 245.00		Associate (0-5)	\$ 245.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00
Insurance;	Rate per hour		Intellectual property;	Rate per hour
Senior partner (16+ years)	\$ 350.00		Senior partner (16+ years)	\$ 350.00
Partner (10-16)	\$ 300.00		Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00		Senior associate (5-10)	\$ 275.00
Associate (0-5)	\$ 245.00		Associate (0-5)	\$ 245.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00
Employment;	Rate per hour		Land use;	Rate per hour
Senior partner (16+ years)	\$ 350.00		Senior partner (16+ years)	\$ 350.00
Partner (10-16)	\$ 300.00		Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00		Senior associate (5-10)	\$ 275.00
Associate (0-5)	\$ 245.00		Associate (0-5)	\$ 245.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00
Real estate;	Rate per hour		Risk-Trust covered tort/civil rights defense claims	
Senior partner (16+ years)	\$ 350.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$ 300.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$ 275.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$ 245.00		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$90.00
Risk-Trust covered tort claims pricing is non-negotiable				

SACKS TIERNEY P.A.

Public contracts and procurement;	Rate per hour		Public official liability;	Rate per hour
Senior partner (16+ years)	\$ 350.00		Senior partner (16+ years)	\$ 350.00
Partner (10-16)	\$ 300.00		Partner (10-16)	\$ 300.00
Senior associate (5-10)	\$ 275.00		Senior associate (5-10)	\$ 275.00
Associate (0-5)	\$ 245.00		Associate (0-5)	\$ 245.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127;	Rate per hour			
Senior partner (16+ years)	\$ 350.00			
Partner (10-16)	\$ 300.00			
Senior associate (5-10)	\$ 275.00			
Associate (0-5)	\$ 245.00			
Paralegal/"Law Clerk"	\$ 150.00			

SACKS TIERNEY P.A.**Attorney rates**

	Grad Date	Yrs	Maricopa County 2023	Practice Area		Grand Date	Yrs	Maricopa County 2023	Practice Area
SENIOR PARTNERS (16 Years+)					SENIOR ASSOCIATES (5-10 Years)				
Benson, Stephen Aron	1973	50	\$350.00	Real Estate/Business Transactions	Ferguson-Bohnee, Patty A.	2001	22	\$ 275.00	Indian Law/Business Transactions
Shively, Sharon B.	1983	40	\$350.00	Litigation	Harris, Michael J.	2014	9	\$ 275.00	Litigation
Armstrong, James W.	1984	39	\$350.00	Litigation	Reynolds, Lauren	2014	9	\$ 275.00	Litigation
Goldstein, Steven M.	1986	37	\$350.00	Business Transactions	Lancero, Katya M.	2014	9	\$ 275.00	Employment/Litigation/Indian Law
Dworkin, Judith M.	1986	37	\$350.00	Indian Law/Business Transactions					
Ditsch, Brian E.	1983	40	\$350.00	Litigation	ASSOCIATES (0-5 Years)				
Beeghley, Steven R.	1996	27	\$350.00	Litigation	Minder, Sierra	2019	4	\$245.00	Bankruptcy
Leonard, Jeffrey S.	1974	49	\$350.00	Litigation	Golden, James C.	2019	4	\$245.00	Litigation
Gottfredson, Bryan J.	2006	17	\$350.00	Litigation	French, Candace D.	2017	6	\$245.00	Litigation
Gillis, Gregory P.	1986	37	\$350.00	Construction/Litigation	PARALEGALS				
Bahmani, Shar	2007	16	\$350.00	Employment/Litigation	Chester, Jessica			\$150.00	Litigation
Tierney, David C.	1965	58	\$350.00	Litigation	Ensslin, Susan			\$150.00	Litigation
Rooney, Michael R.	1974	49	\$350.00	Business Transactions	Wojtczak, Barbara			\$150.00	Business Formation/Transactions
Gallagher, Roxann S.	2002	21	\$350.00	Public Finance	Dousdebbs, Sandra			\$150.00	Bankruptcy
Moffatt, Phoebe	1997	26	\$350.00	Estate Planning	Rasmussen, Mallory			\$150.00	Business Transactions
Winter, Matthew F.	1991	32	\$350.00	Banking/Business Transactions	Bilek, Megan			\$150.00	Litigation
Samuelson, James S.	1996	27	\$350.00	Bankruptcy/Litigation	Barnella, Cami			\$150.00	
Rudd, Philip R.	1991	32	\$350.00	Bankruptcy/Litigation	Davenport, Debra			\$150.00	Litigation
Nussbaum, Roth,	1980	43	\$350.00	Bankruptcy/Litigation					

SACKS TIERNEY P.A.**Attorney rates**

Dowdell, Paul F.	1991	32	\$350.00	Bankruptcy/Litigation					
Roth, Clifford J.	1980	43	\$350.00	Litigation/Probate Litigation					
Truji Ilo, Laura M	2005	18	\$350.00	Estate Planning	SENIOR PARTNER (16+ YEARS*)			\$350.00	
Margave, Michael	1968	55	\$350.00	Business Transactions	PARTNER (10-16Years)			\$325.00	
Van Zanen, Patrick	2001	22	\$350.00	Business Transactions	SENIOR ASSOCIATE (5-10 Years)			\$275.00	
Kitchen, Michael	1999	24	\$350.00	Litigation	ASSOCIATE (0-5 Years)			\$245.00	
Hoover, Kathryn M.	1983	40	\$350.00	Litigation	PARALEGALS			\$150.00	
Lonn Christopher D.	1993	30	\$350.00	Litigation					
Kimball, Robert G.	1977	46	\$350.00	Real Estate/Business Transactions					
PARTMENTS (10-16 Years)									
Ray, Wesley D.	2008	15		Bankruptcy/Litigation					
Hiller, Evan	2010	13		Litigation					
Jarrett, Jeremy R.	2012	11		Business Transac1ion/Public Finance					

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000007507

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

SANDERS & PARKS, P.C., 3030 N. THIRD ST. SUITE 1300, PHOENIX, AZ 85012

COMPANY NAME:	Sanders & Parks, P.C.
DOING BUSINESS AS (dba):	Sanders & Parks, P.C.
MAILING ADDRESS:	3030 N. Third St., #1300, Phoenix, AZ 85012
REMIT TO ADDRESS:	3030 N. Third St., #1300, Phoenix, AZ 85012
TELEPHONE NUMBER:	602-532-5600
FAX NUMBER:	602-230-5048
WWW ADDRESS:	www.sandersparks.com
REPRESENTATIVE NAME:	Robin E. Burgess
REPRESENTATIVE TELEPHONE NUMBER:	602-532-5783
REPRESENTATIVE EMAIL ADDRESS	robin.burgess@sandersparks.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		
Elections and Voting Rights		
Eminent Domain, Condemnation, and Relocation		
Environmental		
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues	X	
Public Housing		
Immigration		
Insurance	X	
Intellectual Property		
Employment	X	
Land Use		
Legislative Matters		
Medical Malpractice; Mental Health	X	
Real Estate		
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		
Workers Compensation		

SANDERS & PARKS, P.C

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$225.00		Associate (0-5)	\$225.00
Paralegal/"Law Clerk"	\$150.00		Paralegal/"Law Clerk"	\$150.00
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$225.00		Associate (0-5)	\$225.00
Paralegal/"Law Clerk"	\$150.00		Paralegal/"Law Clerk"	\$150.00
Construction contracts and litigation;	Rate per hour		General governmental practice (open meetings, public records, budget, etc.);	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$225.00		Associate (0-5)	\$225.00
Paralegal/"Law Clerk"	\$150.00		Paralegal/"Law Clerk"	\$150.00
Health care, including public health and employee benefits coverage issues;	Rate per hour		Insurance;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$225.00		Associate (0-5)	\$225.00
Paralegal/"Law Clerk"	\$150.00		Paralegal/"Law Clerk"	\$150.00
Employment;	Rate per hour		Medical malpractice; Mental health	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$225.00		Associate (0-5)	\$225.00
Paralegal/"Law Clerk"	\$150.00		Paralegal/"Law Clerk"	\$150.00

SANDERS & PARKS, P.C

Risk-Trust covered tort/civil rights defense claims	Rate per hour		Public contracts and procurement;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$190.00		Associate (0-5)	\$225.00
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$150.00
Risk-Trust covered tort claims pricing is non-negotiable				

Public official liability;	Rate per hour
Senior partner (16+ years)	\$340.00
Partner (10-16)	\$290.00
Senior associate (5-10)	\$250.00
Associate (0-5)	\$225.00
Paralegal/"Law Clerk"	\$150.00

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000007123

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

SHERMAN & HOWARD LLC, 633 17TH ST STE 3000, DENVER, CO80202

COMPANY NAME:	Sherman & Howard LLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	2555 E Camelback Rd Ste 1050
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602.240.3000
FAX NUMBER:	
WWW ADDRESS:	www.shermanhoward.com
REPRESENTATIVE NAME:	Justin Calliham
REPRESENTATIVE TELEPHONE NUMBER:	3032998083
REPRESENTATIVE EMAIL ADDRESS	jcalliham@shermanhoward.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☐	

ATTACHMENT A-1: 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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		
Elections and Voting Rights	X	
Eminent Domain, Condemnation, and Relocation		
Environmental		
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		
Health Care, including Public Health and Employee Benefits Coverage Issues		
Public Housing		
Immigration		
Insurance		
Intellectual Property		
Employment	X	
Land Use		
Legislative Matters		
Medical Malpractice; Mental Health		
Real Estate		
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		
Workers Compensation		

SHERMAN & HOWARD LLC

Appellate;	Rate per hour	Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour
Senior partner (16+ years)	\$ 560.00	Senior partner (16+ years)	\$ 560.00
Partner (10-16)	\$ 460.00	Partner (10-16)	\$ 460.00
Senior associate (5-10)	\$ 380.00	Senior associate (5-10)	\$ 380.00
Associate (0-5)	\$ 305.00	Associate (0-5)	\$ 305.00
Paralegal/"Law Clerk"	\$ 200.00	Paralegal/"Law Clerk"	\$ 200.00
Commercial transactions and litigation;	Rate per hour	Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	\$ 560.00	Senior partner (16+ years)	\$ 560.00
Partner (10-16)	\$ 460.00	Partner (10-16)	\$ 460.00
Senior associate (5-10)	\$ 380.00	Senior associate (5-10)	\$ 380.00
Associate (0-5)	\$ 305.00	Associate (0-5)	\$ 305.00
Paralegal/"Law Clerk"	\$ 200.00	Paralegal/"Law Clerk"	\$ 200.00
Elections and voting rights;	Rate per hour	Employment;	Rate per hour
Senior partner (16+ years)	\$ 560.00	Senior partner (16+ years)	\$ 560.00
Partner (10-16)	\$ 460.00	Partner (10-16)	\$ 460.00
Senior associate (5-10)	\$ 380.00	Senior associate (5-10)	\$ 380.00
Associate (0-5)	\$ 305.00	Associate (0-5)	\$ 305.00
Paralegal/"Law Clerk"	\$ 200.00	Paralegal/"Law Clerk"	\$ 200.00

Public official liability;	Rate per hour
Senior partner (16+ years)	\$ 560.00
Partner (10-16)	\$ 460.00
Senior associate (5-10)	\$ 380.00
Associate (0-5)	\$ 305.00
Paralegal/"Law Clerk"	\$ 200.00

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000010906

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

SIMPSON LAW FIRM PLLC DBA: SIMPSON LAW FIRM PLLC, 3820 W. HAPPY VALLEY ROAD, SUITE 141-116, GLENDALE, ARIZONA 85310

COMPANY NAME:	Simpson Law Firm, PLLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	3820 W. Happy Valley Road, 141-116, Glendale, Arizona 85310
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	(480) 440-5775
FAX NUMBER:	
WWW ADDRESS:	www.azsimpsonlaw.com
REPRESENTATIVE NAME:	Lisa M. Simpson
REPRESENTATIVE TELEPHONE NUMBER:	(480) 440-5775
REPRESENTATIVE EMAIL ADDRESS	lisasimpson@azsimpsonlaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate		☒
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		☒
Bond and Disclosure Counsel		☒
Civil Rights Defense (not otherwise covered under Risk Trust)		☒
Collections and Bankruptcy		☒
Commercial Transactions and Litigation		☒
Construction Contracts and Litigation		☒
Cyber Liability		☒
Elections and Voting Rights		☒
Eminent Domain, Condemnation, and Relocation		☒
Environmental		☒
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		☒
Health Care, including Public Health and Employee Benefits Coverage Issues		☒
Public Housing		☒
Immigration		☒
Insurance		☒
Intellectual Property		☒
Employment		☒
Land Use		☒
Legislative Matters		☒
Medical Malpractice; Mental Health		☒
Real Estate		☒
Risk Trust: Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		☒
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		☒
Public Contracts and Procurement		☒
Public Fiduciary		☒
Public Official Liability		☒
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127	☒	
Workers Compensation		☒

SIMPSON LAW FIRM PLLC DBA: SIMPSON LAW FIRM PLLC

Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127;	Rate per hour
Senior partner (16+ years)	\$
Partner (10-16)	\$ 200.00
Senior associate (5-10)	\$
Associate (0-5)	\$
Paralegal/"Law Clerk"	\$ 90.00

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM
 Vendor Number VS0000001138
 Certificates of Insurance Required
 Contract Period: To cover the period ending **June 30, 2026.**

SLATTERY PETERSEN PLLC, 340 E. PALM LANE, STE. 250, PHOENIX, AZ 85004

COMPANY NAME:	Slattery Petersen LLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	340 E. Palm Lane, Suite 250
REMIT TO ADDRESS:	340 E. Palm Lane, Suite 250
TELEPHONE NUMBER:	602-507-6100
FAX NUMBER:	866-323-9593
WWW ADDRESS:	https://slatterypetersen.com/
REPRESENTATIVE NAME:	Jill Covington
REPRESENTATIVE TELEPHONE NUMBER:	602-507-6110
REPRESENTATIVE EMAIL ADDRESS	ccorsmeier@slatterypetersen.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues	X	
Public Housing		X
Immigration		X
Insurance	X	
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health	X	
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

SLATTERY PETERSEN PLLC

Appellate;	Rate per hour		Health care, including public health and employee benefits coverage issues;	Rate per hour
Senior partner (16+ years)	\$285.00		Senior partner (16+ years)	\$ 285.00
Partner (10-16)	\$285.00		Partner (10-16)	\$ 285.00
Senior associate (5-10)	\$235.00		Senior associate (5-10)	\$ 235.00
Associate (0-5)	\$220.00		Associate (0-5)	\$ 220.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$ 125.00
Insurance;	Rate per hour		Employment;	Rate per hour
Senior partner (16+ years)	\$285.00		Senior partner (16+ years)	\$ 285.00
Partner (10-16)	\$285.00		Partner (10-16)	\$ 285.00
Senior associate (5-10)	\$235.00		Senior associate (5-10)	\$ 235.00
Associate (0-5)	\$220.00		Associate (0-5)	\$ 220.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$ 125.00
Medical malpractice; Mental health	Rate per hour		Risk-Trust covered tort/civil rights defense claims	Rate per hour
Senior partner (16+ years)	\$285.00		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$285.00		Partner (10-16)	\$290.00
Senior associate (5-10)	\$235.00		Senior associate (5-10)	\$250.00
Associate (0-5)	\$220.00		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$90.00
			Risk-Trust covered tort claims pricing is non-negotiable	

Added Nurse Consultant - \$140.00 pricing valid for all area of services

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000002871

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

SPENCER FANE LLP, 1000 WALNUT ST., SUITE 1400, KANSAS CITY, MO 64106

COMPANY NAME:	Spencer Fane LLP
DOING BUSINESS AS (dba):	Spencer Fane
MAILING ADDRESS:	2415 East Camelback Road Suite 600 Phoenix, AZ 85016
REMIT TO ADDRESS:	PO Box 872037 Kansas City MO 64187-2037
TELEPHONE NUMBER:	602.333.5430
FAX NUMBER:	602.333.5431
WWW ADDRESS:	https://www.spencerfane.com/
REPRESENTATIVE NAME:	David E. Funkhouser III
REPRESENTATIVE TELEPHONE NUMBER:	602.333.5451
REPRESENTATIVE EMAIL ADDRESS	dfunkhouser@spencerfane.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

Submitted by:
Spencer Fane LLP

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)		
Collections and Bankruptcy	X	
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation		
Cyber Liability		
Elections and Voting Rights		
Eminent Domain, Condemnation, and Relocation	X	
Environmental		
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		
Health Care, including Public Health and Employee Benefits Coverage Issues		
Public Housing		
Immigration		
Insurance		
Intellectual Property	X	
Employment	X	
Land Use		
Legislative Matters		
Medical Malpractice; Mental Health		
Real Estate		
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability		
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		
Workers Compensation		

SPENCER FANE LLP

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$660		Senior partner (16+ years)	\$400
Partner (10-16)	\$		Partner (10-16)	\$
Senior associate (5-10)	\$		Senior associate (5-10)	\$
Associate (0-5)	\$		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$		Paralegal/"Law Clerk"	\$
Collections and bankruptcy;	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	495		Senior partner (16+ years)	495
Partner (10-16)	\$		Partner (10-16)	425
Senior associate (5-10)	\$		Senior associate (5-10)	\$
Associate (0-5)	\$		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$		Paralegal/"Law Clerk"	\$
Eminent domain and relocation;	Rate per hour		Intellectual property;	Rate per hour
Senior partner (16+ years)	495		Senior partner (16+ years)	650
Partner (10-16)	\$		Partner (10-16)	\$
Senior associate (5-10)	\$		Senior associate (5-10)	510
Associate (0-5)	\$		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$		Paralegal/"Law Clerk"	\$

Employment;	Rate per hour
Senior partner (16+ years)	425
Partner (10-16)	\$
Senior associate (5-10)	\$
Associate (0-5)	350
Paralegal/"Law Clerk"	\$

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VS0000006037

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026**.

SQUIRE PATTON BOGGS (US) LLP, 1 EAST WASHINGTON STREET, SUITE 2700, PHOENIX, AZ 85004

COMPANY NAME:	Squire Patton Boggs
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	2325 E. Camelback Road, Suite 700 Phoenix, AZ 85016
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	+1 602 528 4000
FAX NUMBER:	+1 602 253 8129
WWW ADDRESS:	squirepattonboggs.com
REPRESENTATIVE NAME:	Lily Berman Landolt
REPRESENTATIVE TELEPHONE NUMBER:	1 602 528 4043
REPRESENTATIVE EMAIL ADDRESS	lily.landolt@squirepb.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate		x
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		x
Bond and Disclosure Counsel	x	x
Civil Rights Defense (not otherwise covered under Risk Trust)		x
Collections and Bankruptcy		x
Commercial Transactions and Litigation		x
Construction Contracts and Litigation		x
Cyber Liability		x
Elections and Voting Rights		x
Eminent Domain, Condemnation, and Relocation		x
Environmental		x
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	x	x
Health Care, including Public Health and Employee Benefits Coverage Issues		x
Public Housing		x
Immigration		x
Insurance		x
Intellectual Property		x
Employment		x
Land Use		x
Legislative Matters		x
Medical Malpractice; Mental Health		x
Real Estate		x
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		x
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		x
Public Contracts and Procurement		x
Public Fiduciary		x
Public Official Liability		x
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		x
Workers Compensation		x

SQUIRE PATTON BOGGS (US) LLP

Bond and disclosure counsel;	Rate per hour		General governmental practice (open meetings, public records, budget, etc.);	Rate per hour
Senior partner (16+ years)	\$975		Senior partner (16+ years)	\$975
Partner (10-16)	\$820		Partner (10-16)	\$820
Senior associate (5-10)	\$570		Senior associate (5-10)	\$570
Associate (0-5)	\$475		Associate (0-5)	\$475
Paralegal/"Law Clerk"	\$395		Paralegal/"Law Clerk"	\$395

County Option of Alternative Agreement – Exception to Attachment D – Pricing Sheet

Item 2.6.1 of the Request provides that under certain circumstances, the County reserves the right to enter into

alternative agreements on particular matters that may have a different compensation structure.

The standard practice nationally for bond transactions is to pay fees of bond counsel and disclosure counsel solely from the proceeds of each financing (and not from other funds of the County) and the amount must be fixed in advance of sizing the financing. In the event the County wants to fix its costs up front on any transaction, we want the County to know that such an option would be available for work on such transaction as follows:

For bond counsel on fixed rate voter-approved bonds for "new money" purposes, sold by competitive sealed bids, a fee of \$1.10 per \$1,000.00 of proceeds per issue, with a minimum fee of \$30,000.00, for the first \$50,000,000.00 of proceeds; and \$0.90 per \$1000.00 of proceeds in excess of \$50,000,000.00. If an issue of such bonds is undertaken other than through competitive sealed bids, e.g., negotiated, private placement or accelerated bidding process, the fee would be 1.25 times the foregoing rates, due to the additional documentation, such as bond purchase agreements, and drafting work incorporating comments from the additional participants involved. This work does not include work performed on the preparation of bond election proceedings which, for certain types of bonds, is prohibited by statute from being paid from bond proceeds.

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000003408

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026**.

STRUCK, LOVE, BOJANOWSKI & ACEDO P.L.C., 3100 WEST RAY ROAD #300, CHANDLER, AZ 85226

COMPANY NAME:	Struck Love Bojanowski & Acedo, PLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	3100 W. Ray Rd., Ste. 300, Chandler, AZ 85226
REMIT TO ADDRESS:	3100 W. Ray Rd., Ste. 300, Chandler, AZ 85226
TELEPHONE NUMBER:	480-420-1600
FAX NUMBER:	480-420-1696
WWW ADDRESS:	www.strucklove.com
REPRESENTATIVE NAME:	Daniel P. Struck
REPRESENTATIVE TELEPHONE NUMBER:	480-420-1601
REPRESENTATIVE EMAIL ADDRESS	dstruck@strucklove.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

<u>AREAS OF PRACTICE</u>	<u>RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE</u>	
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.1).	<u>YES</u>	<u>NO</u>
Appellate	☒	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)	☒	
Collections and Bankruptcy		
Commercial Transactions and Litigation	☒	
Construction Contracts and Litigation	☒	
Cyber Liability		
Elections and Voting Rights		
Eminent Domain, Condemnation, and Relocation		
Environmental		
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	☒	
Health Care, including Public Health and Employee Benefits Coverage Issues		
Public Housing		
Immigration		
Insurance	☒	
Intellectual Property		
Employment	☒	
Land Use		
Legislative Matters		
Medical Malpractice; Mental Health	☒	
Real Estate		
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	☒	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters	☒	
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability		
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		
Workers Compensation		

STRUCK, LOVE, BOJANOWSKI & ACEDO P.L.C

Appellate;	Rate per hour		Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour
Senior partner (16+ years)	\$ 275.00		Senior partner (16+ years)	\$ 275.00
Partner (10-16)	\$ 255.00		Partner (10-16)	\$ 255.00
Senior associate (5-10)	\$ 225.00		Senior associate (5-10)	\$ 225.00
Associate (0-5)	\$ 215.00		Associate (0-5)	\$ 215.00
Paralegal/"Law Clerk"	\$ 125.00		Paralegal/"Law Clerk"	\$ 125.00
Commercial transactions and litigation;	Rate per hour		Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	\$ 275.00		Senior partner (16+ years)	\$ 275.00
Partner (10-16)	\$ 255.00		Partner (10-16)	\$ 255.00
Senior associate (5-10)	\$ 225.00		Senior associate (5-10)	\$ 225.00
Associate (0-5)	\$ 215.00		Associate (0-5)	\$ 215.00
Paralegal/"Law Clerk"	\$ 125.00		Paralegal/"Law Clerk"	\$ 125.00
General governmental practice (open meetings, public records, budget, etc.);	Rate per hour		Insurance;	Rate per hour
Senior partner (16+ years)	\$ 275.00		Senior partner (16+ years)	\$ 275.00
Partner (10-16)	\$ 255.00		Partner (10-16)	\$ 255.00
Senior associate (5-10)	\$ 225.00		Senior associate (5-10)	\$ 225.00
Associate (0-5)	\$ 215.00		Associate (0-5)	\$ 215.00
Paralegal/"Law Clerk"	\$ 125.00		Paralegal/"Law Clerk"	\$ 125.00
Employment;	Rate per hour		Medical malpractice; Mental health	Rate per hour
Senior partner (16+ years)	\$ 275.00		Senior partner (16+ years)	\$ 275.00
Partner (10-16)	\$ 255.00		Partner (10-16)	\$ 255.00
Senior associate (5-10)	\$ 225.00		Senior associate (5-10)	\$ 225.00
Associate (0-5)	\$ 215.00		Associate (0-5)	\$ 215.00
Paralegal/"Law Clerk"	\$ 125.00		Paralegal/"Law Clerk"	\$ 125.00
Risk-Trust covered tort/civil rights defense claims	Rate per hour		Property tax appeals, Tax lien sales and foreclosures, Treasurer's matters;	Rate per hour
Senior partner (16+ years)	\$340.00		Senior partner (16+ years)	\$ 275.00
Partner (10-16)	\$290.00		Partner (10-16)	\$ 255.00
Senior associate (5-10)	\$250.00		Senior associate (5-10)	\$ 225.00
Associate (0-5)	\$190.00		Associate (0-5)	\$ 215.00
Paralegal/"Law Clerk"	\$90.00		Paralegal/"Law Clerk"	\$ 125.00
Risk-Trust covered tort claims pricing is non-negotiable				

STRUCK, LOVE, BOJANOWSKI & ACEDO P.L.C

PRICING SHEET: NIGP CODE 96149

Terms:	NO TERM
Vendor Number	VC0000003051
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2026.

THE BERKE LAW FIRM PLLC, 1601 NORTH 7TH STREET, SUITE 360, PHOENIX, ARIZONA 85006

COMPANY NAME:	The Berke Law Firm, PLLC
DOING BUSINESS AS (dba):	Berke Law Firm
MAILING ADDRESS:	1601 N. 7th Street, Suite 360, Phoenix, AZ 85006
REMIT TO ADDRESS:	1601 N. 7th Street, Suite 360, Phoenix, AZ 85006
TELEPHONE NUMBER:	602-254-8800
FAX NUMBER:	602-254-8808
WWW ADDRESS:	www.berkelawfirm.com
REPRESENTATIVE NAME:	Lori V. Berke
REPRESENTATIVE TELEPHONE NUMBER:	602-254-8800
REPRESENTATIVE EMAIL ADDRESS	lori@berkelawfirm.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

THE BERKE LAW FIRM PLLC

Appellate;	Rate per hour	Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour
Senior partner (16+ years)	\$340	Senior partner (16+ years)	\$340
Partner (10-16)	\$340	Partner (10-16)	\$340
Senior associate (5-10)	\$275	Senior associate (5-10)	\$275
Associate (0-5)	\$240	Associate (0-5)	\$240
Paralegal/"Law Clerk"	\$170	Paralegal/"Law Clerk"	\$170
Risk-Trust covered tort/civil rights defense claims	Rate per hour	Public official liability;	Rate per hour
Senior partner (16+ years)	\$340.00	Senior partner (16+ years)	\$340
Partner (10-16)	\$290.00	Partner (10-16)	\$340
Senior associate (5-10)	\$250.00	Senior associate (5-10)	\$275
Associate (0-5)	\$190.00	Associate (0-5)	\$240
Paralegal/"Law Clerk"	\$90.00	Paralegal/"Law Clerk"	\$170
Risk-Trust covered tort claims pricing is non-negotiable			

PRICING SHEET: NIGP CODE 96149

Terms: 2% 10 DAYS NET 30 DAYS

Vendor Number VC0000002555

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

THE BURGESS LAW LLC, DBA BURGESS LAW GROUP, 3131 E. CAMELBACK RD, SUITE 224, PHOENIX, AZ 85016

COMPANY NAME:	The Burgess Law Group
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	3131 East Camelback Road, Suite 224
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602.806.2104
FAX NUMBER:	
WWW ADDRESS:	www.theburgesslawgroup.com
REPRESENTATIVE NAME:	Emily Craiger
REPRESENTATIVE TELEPHONE NUMBER:	602.318.0197
REPRESENTATIVE EMAIL ADDRESS	Emily@theburgesslawgroup.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

**The Burgess Law Group
ATTACHMENT A-1: AREAS OF PRACTICE**

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy	X	
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights	X	
Eminent Domain, Condemnation, and Relocation	X	
Environmental	X	
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues	X	
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment	X	
Land Use	X	
Legislative Matters	X	
Medical Malpractice; Mental Health		X
Real Estate		
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement	X	
Public Fiduciary		X
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

THE BURGESS LAW LLC, DBA BURGESS LAW GROUP

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$ 425.00		Senior partner (16+ years)	\$ 425.00
Partner (10-16)	\$ 425.00		Partner (10-16)	\$ 425.00
Senior associate (5-10)	\$ 350.00		Senior associate (5-10)	\$ 350.00
Associate (0-5)	\$ 300.00		Associate (0-5)	\$ 300.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00
Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour		Collections and bankruptcy;	Rate per hour
Senior partner (16+ years)	\$ 425.00		Senior partner (16+ years)	\$ 425.00
Partner (10-16)	\$ 425.00		Partner (10-16)	\$ 425.00
Senior associate (5-10)	\$ 350.00		Senior associate (5-10)	\$ 350.00
Associate (0-5)	\$ 300.00		Associate (0-5)	\$ 300.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00
Commercial transactions and litigation;	Rate per hour		Elections and voting rights;	Rate per hour
Senior partner (16+ years)	\$ 425.00		Senior partner (16+ years)	\$ 425.00
Partner (10-16)	\$ 425.00		Partner (10-16)	\$ 425.00
Senior associate (5-10)	\$ 350.00		Senior associate (5-10)	\$ 350.00
Associate (0-5)	\$ 300.00		Associate (0-5)	\$ 300.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00
Eminent domain and relocation;	Rate per hour		Environmental;	Rate per hour
Senior partner (16+ years)	\$ 425.00		Senior partner (16+ years)	\$ 425.00
Partner (10-16)	\$ 425.00		Partner (10-16)	\$ 425.00
Senior associate (5-10)	\$ 350.00		Senior associate (5-10)	\$ 350.00
Associate (0-5)	\$ 300.00		Associate (0-5)	\$ 300.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00
General governmental practice (open meetings, public records, budget, etc.);	Rate per hour		Health care, including public health and employee benefits coverage issues;	Rate per hour
Senior partner (16+ years)	\$ 425.00		Senior partner (16+ years)	\$ 425.00
Partner (10-16)	\$ 425.00		Partner (10-16)	\$ 425.00
Senior associate (5-10)	\$ 350.00		Senior associate (5-10)	\$ 350.00
Associate (0-5)	\$ 300.00		Associate (0-5)	\$ 300.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00

THE BURGESS LAW LLC, DBA BURGESS LAW GROUP

Employment;	Rate per hour		Land use;	Rate per hour
Senior partner (16+ years)	\$ 425.00		Senior partner (16+ years)	\$ 425.00
Partner (10-16)	\$ 425.00		Partner (10-16)	\$ 425.00
Senior associate (5-10)	\$ 350.00		Senior associate (5-10)	\$ 350.00
Associate (0-5)	\$ 300.00		Associate (0-5)	\$ 300.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00
Legislative matters;	Rate per hour		Public contracts and procurement;	Rate per hour
Senior partner (16+ years)	\$ 425.00		Senior partner (16+ years)	\$ 425.00
Partner (10-16)	\$ 425.00		Partner (10-16)	\$ 425.00
Senior associate (5-10)	\$ 350.00		Senior associate (5-10)	\$ 350.00
Associate (0-5)	\$ 300.00		Associate (0-5)	\$ 300.00
Paralegal/"Law Clerk"	\$ 150.00		Paralegal/"Law Clerk"	\$ 150.00

Public official liability;	Rate per hour
Senior partner (16+ years)	\$ 425.00
Partner (10-16)	\$ 425.00
Senior associate (5-10)	\$ 350.00
Associate (0-5)	\$ 300.00
Paralegal/"Law Clerk"	\$ 150.00

PRICING SHEET: NIGP CODE 96149

Terms:	NO TERM
Vendor Number	VS0000007333
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2026.

THE CAVANAGH LAW FIRM, 1850 NORTH CENTRAL AVENUE, SUITE 2400, PHOENIX, AZ 85004

COMPANY NAME:	The Cavanagh Law Firm
DOING BUSINESS AS (dba):	The Cavanagh Law Firm
MAILING ADDRESS:	1850 N Central Ave, Suite 1900
REMIT TO ADDRESS:	Holly Latham
TELEPHONE NUMBER:	4803630297
FAX NUMBER:	1850 N Central Ave, Suite 2400, Suite 2400, Suite 2400
WWW ADDRESS:	www.cavanaghlaw.com
REPRESENTATIVE NAME:	Holly Latham
REPRESENTATIVE TELEPHONE NUMBER:	602-322-4050
REPRESENTATIVE EMAIL ADDRESS	hlatham@cavanaghlaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE	RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
	YES	NO
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.1).		
Appellate	☒	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	☒	
Bond and Disclosure Counsel		☒
Civil Rights Defense (not otherwise covered under Risk Trust)		☒
Collections and Bankruptcy	☒	
Commercial Transactions and Litigation	☒	
Construction Contracts and Litigation	☒	
Cyber Liability	☒	
Elections and Voting Rights		☒
Eminent Domain, Condemnation, and Relocation		☒
Environmental		☒
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	☒	
Health Care, including Public Health and Employee Benefits Coverage Issues	☒	
Public Housing		☒
Immigration	☒	
Insurance	☒	
Intellectual Property		☒
Employment	☒	
Land Use		☒
Legislative Matters		☒
Medical Malpractice; Mental Health	☒	
Real Estate	☒	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	☒	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters	☒	
Public Contracts and Procurement	☒	
Public Fiduciary		☒
Public Official Liability		☒
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		☒
Workers Compensation	☒	

THE CAVANAGH LAW FIRM

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	280		Senior partner (16+ years)	280
Partner (10-16)	250		Partner (10-16)	250
Senior associate (5-10)	225		Senior associate (5-10)	225
Associate (0-5)	225		Associate (0-5)	205
Paralegal/"Law Clerk"	100		Paralegal/"Law Clerk"	100
Collections and bankruptcy;	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	280		Senior partner (16+ years)	245
Partner (10-16)	250		Partner (10-16)	245
Senior associate (5-10)	225		Senior associate (5-10)	205
Associate (0-5)	205		Associate (0-5)	205
Paralegal/"Law Clerk"	100		Paralegal/"Law Clerk"	100
Construction contracts and litigation;	Rate per hour		Cyber liability;	Rate per hour
Senior partner (16+ years)	245		Senior partner (16+ years)	280
Partner (10-16)	245		Partner (10-16)	250
Senior associate (5-10)	205		Senior associate (5-10)	225
Associate (0-5)	205		Associate (0-5)	205
Paralegal/"Law Clerk"	100		Paralegal/"Law Clerk"	100
General governmental practice (open meetings, public records, budget, etc.);	Rate per hour		Health care, including public health and employee benefits coverage issues;	Rate per hour
Senior partner (16+ years)	280		Senior partner (16+ years)	295
Partner (10-16)	250		Partner (10-16)	265
Senior associate (5-10)	225		Senior associate (5-10)	240
Associate (0-5)	205		Associate (0-5)	240
Paralegal/"Law Clerk"	100		Paralegal/"Law Clerk"	115
Immigration;	Rate per hour		Insurance;	Rate per hour
Senior partner (16+ years)	280		Senior partner (16+ years)	245
Partner (10-16)	250		Partner (10-16)	245
Senior associate (5-10)	225		Senior associate (5-10)	205
Associate (0-5)	225		Associate (0-5)	205
Paralegal/"Law Clerk"	100		Paralegal/"Law Clerk"	100

THE CAVANAGH LAW FIRM

Employment;	Rate per hour		Medical malpractice; Mental health	Rate per hour
Senior partner (16+ years)	295		Senior partner (16+ years)	280
Partner (10-16)	265		Partner (10-16)	250
Senior associate (5-10)	240		Senior associate (5-10)	225
Associate (0-5)	240		Associate (0-5)	225
Paralegal/"Law Clerk"	115		Paralegal/"Law Clerk"	100
Real estate;	Rate per hour		Risk-Trust covered tort/civil rights defense claims	Rate per hour
Senior partner (16+ years)	280		Senior partner (16+ years)	\$340.00
Partner (10-16)	250		Partner (10-16)	\$290.00
Senior associate (5-10)	225		Senior associate (5-10)	\$250.00
Associate (0-5)	225		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	100		Paralegal/"Law Clerk"	\$90.00
			Risk-Trust covered tort claims pricing is non-negotiable	
Property tax appeals, Tax lien sales and foreclosures, Treasurer's matters;	Rate per hour		Public contracts and procurement;	Rate per hour
Senior partner (16+ years)	280		Senior partner (16+ years)	280
Partner (10-16)	250		Partner (10-16)	250
Senior associate (5-10)	225		Senior associate (5-10)	225
Associate (0-5)	225		Associate (0-5)	225
Paralegal/"Law Clerk"	100		Paralegal/"Law Clerk"	100

Workers compensation	Rate per hour
Senior partner (16+ years)	\$155
Partner (10-16)	\$145
Senior associate (5-10)	\$135
Associate (0-5)	\$125
Paralegal/"Law Clerk"	\$90
Workers compensation pricing is non-negotiable	

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000008513

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

TULLY BAILEY LLP, 4533 E DESERT COVE AVE, PHOENIX, AZ 85028

COMPANY NAME:	Tully Bailey LLP
DOING BUSINESS AS (dba):	Tully Bailey LLP
MAILING ADDRESS:	11811 North Tatum Blvd., Suite 3031
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	6028058960
FAX NUMBER:	
WWW ADDRESS:	www.tullybailey.com
REPRESENTATIVE NAME:	Stephen Tully
REPRESENTATIVE TELEPHONE NUMBER:	6028058960
REPRESENTATIVE EMAIL ADDRESS	stully@tullybailey.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		X
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights	X	
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance	X	
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters	X	
Medical Malpractice; Mental Health		X
Real Estate	X	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters	X	
Public Contracts and Procurement	X	
Public Fiduciary		X
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

TULLY BAILEY LLP

Appellate;	Rate per hour	Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour
Senior partner (16+ years)	\$400	Senior partner (16+ years)	\$350
Partner (10-16)	\$400	Partner (10-16)	\$325
Senior associate (5-10)	\$300	Senior associate (5-10)	\$275
Associate (0-5)	\$275	Associate (0-5)	\$225
Paralegal/"Law Clerk"	\$140	Paralegal/"Law Clerk"	\$140
Commercial transactions and litigation;	Rate per hour	Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	\$400	Senior partner (16+ years)	400
Partner (10-16)	\$400	Partner (10-16)	375
Senior associate (5-10)	\$275	Senior associate (5-10)	300
Associate (0-5)	\$250	Associate (0-5)	275
Paralegal/"Law Clerk"	\$140	Paralegal/"Law Clerk"	140
Elections and voting rights;	Rate per hour	General governmental practice (open meetings, public records, budget, etc.);	Rate per hour
Senior partner (16+ years)	\$450	Senior partner (16+ years)	\$450
Partner (10-16)	\$400	Partner (10-16)	\$400
Senior associate (5-10)	\$300	Senior associate (5-10)	\$300
Associate (0-5)	\$275	Associate (0-5)	\$275
Paralegal/"Law Clerk"	\$140	Paralegal/"Law Clerk"	\$140
Insurance;	Rate per hour	Employment;	Rate per hour
Senior partner (16+ years)	\$400	Senior partner (16+ years)	\$400
Partner (10-16)	\$375	Partner (10-16)	\$400
Senior associate (5-10)	\$300	Senior associate (5-10)	\$300
Associate (0-5)	\$275	Associate (0-5)	\$275
Paralegal/"Law Clerk"	\$140	Paralegal/"Law Clerk"	\$140
Legislative matters;	Rate per hour	Real estate;	Rate per hour
Senior partner (16+ years)	\$500	Senior partner (16+ years)	\$450
Partner (10-16)	\$425	Partner (10-16)	\$400
Senior associate (5-10)	\$300	Senior associate (5-10)	\$300
Associate (0-5)	\$275	Associate (0-5)	\$275
Paralegal/"Law Clerk"	\$140	Paralegal/"Law Clerk"	\$140
Risk-Trust covered tort/civil rights defense claims	Rate per hour	Property tax appeals, Tax lien sales and foreclosures, Treasurer's matters;	Rate per hour
Senior partner (16+ years)	\$340.00	Senior partner (16+ years)	\$400
Partner (10-16)	\$290.00	Partner (10-16)	\$400
Senior associate (5-10)	\$250.00	Senior associate (5-10)	\$300
Associate (0-5)	\$190.00	Associate (0-5)	\$275
Paralegal/"Law Clerk"	\$90.00	Paralegal/"Law Clerk"	\$140
Risk-Trust covered tort claims pricing is non-negotiable			

TULLY BAILEY LLP

Public contracts and procurement;	Rate per hour		Public official liability;	Rate per hour
Senior partner (16+ years)	\$400		Senior partner (16+ years)	\$400
Partner (10-16)	\$400		Partner (10-16)	\$375
Senior associate (5-10)	\$300		Senior associate (5-10)	\$300
Associate (0-5)	\$275		Associate (0-5)	\$275
Paralegal/"Law Clerk"	\$140		Paralegal/"Law Clerk"	\$140

PRICING SHEET: NIGP CODE 96149

Terms:

NO TERM

Vendor Number

VC0000014232

Certificates of Insurance

Required

Contract Period:

To cover the period ending **June 30, 2026.**

WIENEKE LAW GROUP, 1095 W. RIO SALADO PARKWAY, STE 209, TEMPE, AZ 85281

COMPANY NAME:	Wieneke Law Group, PLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	1225 W. Washington Street, Suite 313 Tempe, AZ 85288
REMIT TO ADDRESS:	1225 W. Washington Street, Suite 313 Tempe, AZ 85288
TELEPHONE NUMBER:	602-715-1868
FAX NUMBER:	602-455-1109
WWW ADDRESS:	https://wienekelawgroup.com/
REPRESENTATIVE NAME:	Kathleen L. Wieneke
REPRESENTATIVE TELEPHONE NUMBER:	602-715-1868
REPRESENTATIVE EMAIL ADDRESS	kwieneke@wienekelawgroup.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

<u>AREAS OF PRACTICE</u>	<u>RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE</u>	
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.1).	<u>YES</u>	<u>NO</u>
Appellate	☒	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)	☒	
Collections and Bankruptcy		
Commercial Transactions and Litigation		
Construction Contracts and Litigation		
Cyber Liability		
Elections and Voting Rights		
Eminent Domain, Condemnation, and Relocation		
Environmental		
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	☒	
Health Care, including Public Health and Employee Benefits Coverage Issues		
Public Housing		
Immigration		
Insurance	☒	
Intellectual Property		
Employment	☒	
Land Use		
Legislative Matters		
Medical Malpractice; Mental Health		
Real Estate		
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	☒	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability		
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		
Workers Compensation		

WIENEKE LAW GROUP

Appellate;	Rate per hour		Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour
Senior partner (16+ years)	\$300		Senior partner (16+ years)	\$300
Partner (10-16)	\$285		Partner (10-16)	\$285
Senior associate (5-10)	\$260		Senior associate (5-10)	\$260
Associate (0-5)	\$240		Associate (0-5)	\$240
Paralegal/"Law Clerk"	\$160		Paralegal/"Law Clerk"	\$160
General governmental practice (open meetings, public records, budget, etc.);	Rate per hour		Insurance;	Rate per hour
Senior partner (16+ years)	\$300		Senior partner (16+ years)	\$300
Partner (10-16)	\$285		Partner (10-16)	\$285
Senior associate (5-10)	\$260		Senior associate (5-10)	\$260
Associate (0-5)	\$240		Associate (0-5)	\$240
Paralegal/"Law Clerk"	\$160		Paralegal/"Law Clerk"	\$160
Employment;	Rate per hour		Risk-Trust covered tort/civil rights defense claims	Rate per hour
Senior partner (16+ years)	\$300		Senior partner (16+ years)	\$300.00
Partner (10-16)	\$285		Partner (10-16)	\$285.00
Senior associate (5-10)	\$260		Senior associate (5-10)	\$260.00
Associate (0-5)	\$240		Associate (0-5)	\$240.00
Paralegal/"Law Clerk"	\$160		Paralegal/"Law Clerk"	\$160.00
			Risk-Trust covered tort claims pricing is non-negotiable	

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VS0000002241

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

WOOD SMITH HENNING & BERMAN, 2525 E CAMELBACK RD STE 450, PHOENIX, AZ 85016

COMPANY NAME:	Wood, Smith, Henning & Berman
DOING BUSINESS AS (dba):	Wood, Smith, Henning & Berman
MAILING ADDRESS:	2525 E. Camelback Road Suite 450, Phoenix, AZ 85016
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602.441.1300
FAX NUMBER:	602.441.1350
WWW ADDRESS:	www.wshblaw.com
REPRESENTATIVE NAME:	Jack C. Pemberton
REPRESENTATIVE TELEPHONE NUMBER:	602.441.1396
REPRESENTATIVE EMAIL ADDRESS	jpemberton@wshblaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	☒	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	☒	
Bond and Disclosure Counsel		☒
Civil Rights Defense (not otherwise covered under Risk Trust)		☒
Collections and Bankruptcy		☒
Commercial Transactions and Litigation		
Construction Contracts and Litigation	☒	
Cyber Liability		☒
Elections and Voting Rights		☒
Eminent Domain, Condemnation, and Relocation		☒
Environmental		☒
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	☒	
Health Care, including Public Health and Employee Benefits Coverage Issues		☒
Public Housing		☒
Immigration		☒
Insurance	☒	
Intellectual Property		
Employment	☒	
Land Use		☒
Legislative Matters		☒
Medical Malpractice; Mental Health	☒	
Real Estate		☒
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	☒	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		☒
Public Contracts and Procurement		
Public Fiduciary		☒
Public Official Liability		☒
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		☒
Workers Compensation		☒

WOOD SMITH HENNING & BERMAN

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$240		Senior partner (16+ years)	\$240
Partner (10-16)	\$240		Partner (10-16)	\$240
Senior associate (5-10)	\$225		Senior associate (5-10)	\$225
Associate (0-5)	\$225		Associate (0-5)	\$225
Paralegal/"Law Clerk"	\$90		Paralegal/"Law Clerk"	\$90
Construction contracts and litigation;	Rate per hour		General governmental practice (open meetings, public records, budget, etc.);	Rate per hour
Senior partner (16+ years)	\$240		Senior partner (16+ years)	\$240
Partner (10-16)	\$240		Partner (10-16)	\$240
Senior associate (5-10)	\$225		Senior associate (5-10)	\$225
Associate (0-5)	\$225		Associate (0-5)	\$225
Paralegal/"Law Clerk"	\$90		Paralegal/"Law Clerk"	\$90
Insurance;	Rate per hour		Employment;	Rate per hour
Senior partner (16+ years)	\$240		Senior partner (16+ years)	\$240
Partner (10-16)	\$240		Partner (10-16)	\$240
Senior associate (5-10)	\$225		Senior associate (5-10)	\$225
Associate (0-5)	\$225		Associate (0-5)	\$225
Paralegal/"Law Clerk"	\$90		Paralegal/"Law Clerk"	\$90
Medical malpractice; Mental health	Rate per hour		Risk-Trust covered tort/civil rights defense claims	Rate per hour
Senior partner (16+ years)	\$240		Senior partner (16+ years)	\$340.00
Partner (10-16)	\$240		Partner (10-16)	\$290.00
Senior associate (5-10)	\$225		Senior associate (5-10)	\$250.00
Associate (0-5)	\$225		Associate (0-5)	\$190.00
Paralegal/"Law Clerk"	\$90		Paralegal/"Law Clerk"	\$90.00
			Risk-Trust covered tort claims pricing is non-negotiable	

PRICING SHEET: NIGP CODE 96149

Terms: 5% 30 DAYS NET 31 DAYS

Vendor Number VC0000009564

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

BALL, SANTIN & MCLERAN, PLC, 2999 M 44TH ST. SUITE 500, PHOENIX, AZ 850018

COMPANY NAME:	Ball, Santin & McLeran, PLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	2999 North 44th Street, Suite 500
REMIT TO ADDRESS:	2999 North 44th Street, Suite 500
TELEPHONE NUMBER:	6028401400
FAX NUMBER:	2999 North 44th Street, Suite 500
WWW ADDRESS:	www.bsmplc.com
REPRESENTATIVE NAME:	Jeffrey Messing
REPRESENTATIVE TELEPHONE NUMBER:	602 840-1400
REPRESENTATIVE EMAIL ADDRESS	messing@bsmplc.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)	X	
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy	X	
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights	X	
Eminent Domain, Condemnation, and Relocation	X	
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate	X	
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters	X	
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

BALL, SANTIN & MCLERAN, PLC

Appellate;	Rate per hour		Attorney conduct and professionalism;	Rate per hour
Senior partner (16+ years)	\$320.00		Senior partner (16+ years)	\$320.00
Partner (10-16)	\$295.00		Partner (10-16)	\$295.00
Senior associate (5-10)	\$		Senior associate (5-10)	\$
Associate (0-5)	\$		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00

Collections and bankruptcy;	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	\$320.00		Senior partner (16+ years)	\$320.00
Partner (10-16)	\$295.00		Partner (10-16)	\$295.00
Senior associate (5-10)	\$		Senior associate (5-10)	\$
Associate (0-5)	\$		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00

Elections and voting rights;	Rate per hour		Eminent domain and relocation;	Rate per hour
Senior partner (16+ years)	\$320.00		Senior partner (16+ years)	\$320.00
Partner (10-16)	\$295.00		Partner (10-16)	\$295.00
Senior associate (5-10)	\$		Senior associate (5-10)	\$
Associate (0-5)	\$		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00

General governmental practice (open meetings, public records, budget, etc.);	Rate per hour		Real estate;	Rate per hour
Senior partner (16+ years)	\$320.00		Senior partner (16+ years)	\$320.00
Partner (10-16)	\$295.00		Partner (10-16)	\$295.00
Senior associate (5-10)	\$		Senior associate (5-10)	\$
Associate (0-5)	\$		Associate (0-5)	\$
Paralegal/"Law Clerk"	\$125.00		Paralegal/"Law Clerk"	\$125.00

Property tax appeals, Tax lien sales and foreclosures, Treasurer's matters;	Rate per hour
Senior partner (16+ years)	\$320.00
Partner (10-16)	\$295.00
Senior associate (5-10)	\$
Associate (0-5)	\$
Paralegal/"Law Clerk"	\$125.00

BALL, SANTIN & MCCLERAN, PLC

PRICING SHEET: NIGP CODE 96149

Terms:	NO TERM
Vendor Number	VC0000008154
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2026.

EDELSON P.C. 350 NORTH LASALLE STREET, 14TH FLOOR, CHICAGO, IL 60654

COMPANY NAME:	Edelson PC
DOING BUSINESS AS (dba):	Edelson PC
MAILING ADDRESS:	350 North LaSalle Street, 14th Floor, Chicago, IL 60654
REMIT TO ADDRESS:	350 North LaSalle Street, 14th Floor, Chicago, IL 60654
TELEPHONE NUMBER:	3125896370
FAX NUMBER:	3125896378
WWW ADDRESS:	https://edelson.com/
REPRESENTATIVE NAME:	Jimmy Rock
REPRESENTATIVE TELEPHONE NUMBER:	2029876302
REPRESENTATIVE EMAIL ADDRESS	jrock@edelson.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate		☒
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		☒
Bond and Disclosure Counsel		☒
Civil Rights Defense (not otherwise covered under Risk Trust)		☒
Collections and Bankruptcy		☒
Commercial Transactions and Litigation		☒
Construction Contracts and Litigation		☒
Cyber Liability		☒
Elections and Voting Rights		☒
Eminent Domain, Condemnation, and Relocation		☒
Environmental	☒	
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		☒
Health Care, including Public Health and Employee Benefits Coverage Issues		☒
Public Housing		☒
Immigration		☒
Insurance		☒
Intellectual Property		☒
Employment		☒
Land Use		☒
Legislative Matters		☒
Medical Malpractice; Mental Health		☒
Real Estate		☒
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		☒
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		☒
Public Contracts and Procurement		☒
Public Fiduciary		☒
Public Official Liability		☒
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		☒
Workers Compensation		☒

EDELSON P.C.

Environmental;	Rate per hour
Senior partner (16+ years)	\$800-1,200
Partner (10-16)	\$800-1,100
Senior associate (5-10)	\$600-750
Associate (0-5)	\$400-600
Paralegal/"Law Clerk"	\$300

PRICING SHEET: NIGP CODE 96149

Terms: NET 90 DAYS

Vendor Number VS0000009093

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

FENNEMORE CRAIG PC, 2394 E CAMELBACK RD STE 600, PHOENIX, AZ 85016

COMPANY NAME:	Fennemore Craig, P.C.
DOING BUSINESS AS (dba):	Fennemore
MAILING ADDRESS:	2394 E. Camelback Road, Suite 600, Phoenix, AZ 85016
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-916-5000
FAX NUMBER:	602-916-5999
WWW ADDRESS:	www.fennemorelaw.com
REPRESENTATIVE NAME:	Timothy Berg
REPRESENTATIVE TELEPHONE NUMBER:	602-916-5421
REPRESENTATIVE EMAIL ADDRESS	tberg@fennemorelaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights	X	
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)	X	
Health Care, including Public Health and Employee Benefits Coverage Issues	X	
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property	X	
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

FENNEMORE CRAIG PC

Appellate;	Rate per hour	Elections and voting rights;	Rate per hour
Senior partner (16+ years)	\$550.00	Senior partner (16+ years)	\$550.00
Partner (10-16)	\$510.00	Partner (10-16)	\$510.00
Senior associate (5-10)	\$400.00	Senior associate (5-10)	\$400.00
Associate (0-5)	\$350.00	Associate (0-5)	\$350.00
Paralegal/"Law Clerk"	\$250.00	Paralegal/"Law Clerk"	\$250.00

General governmental practice (open meetings, public records, budget, etc.);	Rate per hour	Health care, including public health and employee benefits coverage issues;	Rate per hour
Senior partner (16+ years)	\$550.00	Senior partner (16+ years)	\$550.00
Partner (10-16)	\$510.00	Partner (10-16)	\$510.00
Senior associate (5-10)	\$400.00	Senior associate (5-10)	\$400.00
Associate (0-5)	\$350.00	Associate (0-5)	\$350.00
Paralegal/"Law Clerk"	\$250.00	Paralegal/"Law Clerk"	\$250.00

Intellectual property;	Rate per hour
Senior partner (16+ years)	\$550.00
Partner (10-16)	\$510.00
Senior associate (5-10)	\$400.00
Associate (0-5)	\$350.00
Paralegal/"Law Clerk"	\$250.00

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000007151

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

LUNDMARK BARBERICH LAMONT & SLAVIN PUIG PC, 333 E OSBORN RD STE 150, PHOENIX, AZ 85012

COMPANY NAME:	Lundmark, Barberich, LaMont & SLAVIN PUIG PC
DOING BUSINESS AS (dba):	Lundmark, Barberich, LaMont & SLAVIN PUIG PC
MAILING ADDRESS:	333 E Osborn Rd
REMIT TO ADDRESS:	Javier Puig
TELEPHONE NUMBER:	6023932713
FAX NUMBER:	333 E Osborn Rd, Ste 150
WWW ADDRESS:	333 E Osborn Rd, Ste 150
REPRESENTATIVE NAME:	Javier Puig
REPRESENTATIVE TELEPHONE NUMBER:	6023433666
REPRESENTATIVE EMAIL ADDRESS	jpuig@klblaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE	RESPONDENT'S 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 2.1).	YES	NO
Appellate		X
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation	X	

LUNDMARK BARBERICH LAMONT & SLAVIN PUIG PC

Workers compensation	Rate per hour
Senior partner (16+ years)	\$155
Partner (10-16)	\$145
Senior associate (5-10)	\$135
Associate (0-5)	\$125
Paralegal/"Law Clerk"	\$90
Workers compensation pricing is non-negotiable	

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VC0000004323

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

RITSEMA LAW LLC, 999 18TH STREET, SUITE 1800, DENVER, CO 80202
NORTON & BROZINA, PC, 4201 N 24TH STREET, SUITE 150, PHOENIX, AZ 85016

COMPANY NAME:	Ritsema Law LLC Norton & Brozina, P.C.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	999 18th Street, Suite 1800, Denver CO 80202 4201 E. 24th Street, Suite 150 Phoenix, AZ 85016
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	6023571170 3032977279
FAX NUMBER:	
WWW ADDRESS:	nortonbrozina.com
REPRESENTATIVE NAME:	Rachel Brozina Jim Bollum
REPRESENTATIVE TELEPHONE NUMBER:	6023571162 3032977279
REPRESENTATIVE EMAIL ADDRESS	rachel.brozina@azcompdefense.com Jim.bollum@ritsemalaw.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

AREAS OF PRACTICE	RESPONDENTS AREA OF PRACTICE, PLEASE CHECK AND RETURN WITH RESPONSE	
	YES	NO
Respondents shall indicate on attachment A-1 the areas of practice they meet the Mandatory requirements for (see section 2.1).	X	
Appellate		
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation		X
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment		X
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation	X	

RITSEMA LAW LLC NORTON & BROZINA, PC

Appellate;	Rate per hour		Workers compensation	Rate per hour
Senior partner (16+ years)	\$180		Senior partner (16+ years)	\$155
Partner (10-16)	\$180		Partner (10-16)	\$145
Senior associate (5-10)	\$160		Senior associate (5-10)	\$135
Associate (0-5)	\$160		Associate (0-5)	\$125
Paralegal/"Law Clerk"	\$90		Paralegal/"Law Clerk"	\$90
			Workers compensation pricing is non-negotiable	

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number ~~VS00000009174~~ VS00000009866

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

SCHMITT SCHNECK EVEN & WILLIAMS PC, 1221 E OSBORN RD STE 105, PHOENIX, AZ 85014

COMPANY NAME:	Schmitt Schneck Even & Williams, P.C.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	1221 E Osborn Rd, #105 Phoenix AZ 85014
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602.277.7000
FAX NUMBER:	602.277.8663
WWW ADDRESS:	schmittschneck.com
REPRESENTATIVE NAME:	Michael F. Edgell
REPRESENTATIVE TELEPHONE NUMBER:	602.277.7000
REPRESENTATIVE EMAIL ADDRESS	michael@azbarristers.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☒	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)	X	
Collections and Bankruptcy		X
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation	X	
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental	X	
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters	X	
Medical Malpractice; Mental Health	X	
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)	X	
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability	X	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127	X	
Workers Compensation		X

SCHMITT SCHNECK EVEN & WILLIAMS PC

Appellate;	Rate per hour	Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour
Senior partner (16+ years)	\$265	Senior partner (16+ years)	\$265
Partner (10-16)	\$250	Partner (10-16)	\$250
Senior associate (5-10)	\$210	Senior associate (5-10)	\$210
Associate (0-5)	\$190	Associate (0-5)	\$190
Paralegal/"Law Clerk"	\$80	Paralegal/"Law Clerk"	\$80

Commercial transactions and litigation;	Rate per hour	Construction contracts and litigation;	Rate per hour
Senior partner (16+ years)	\$265	Senior partner (16+ years)	\$265
Partner (10-16)	\$250	Partner (10-16)	\$250
Senior associate (5-10)	\$210	Senior associate (5-10)	\$210
Associate (0-5)	\$190	Associate (0-5)	\$190
Paralegal/"Law Clerk"	\$80	Paralegal/"Law Clerk"	\$80

Environmental;	Rate per hour	Employment;	Rate per hour
Senior partner (16+ years)	\$265	Senior partner (16+ years)	\$265
Partner (10-16)	\$250	Partner (10-16)	\$250
Senior associate (5-10)	\$210	Senior associate (5-10)	\$210
Associate (0-5)	\$190	Associate (0-5)	\$190
Paralegal/"Law Clerk"	\$80	Paralegal/"Law Clerk"	\$80

Legislative matters;	Rate per hour	Medical malpractice; Mental health	Rate per hour
Senior partner (16+ years)	\$265	Senior partner (16+ years)	\$265
Partner (10-16)	\$250	Partner (10-16)	\$250
Senior associate (5-10)	\$210	Senior associate (5-10)	\$210
Associate (0-5)	\$190	Associate (0-5)	\$190
Paralegal/"Law Clerk"	\$80		

Risk-Trust covered tort/civil rights defense claims	Rate per hour	Public official liability;	Rate per hour
Senior partner (16+ years)	\$340.00	Senior partner (16+ years)	\$265
Partner (10-16)	\$290.00	Partner (10-16)	\$250
Senior associate (5-10)	\$250.00	Senior associate (5-10)	\$210
Associate (0-5)	\$190.00	Associate (0-5)	\$190
Paralegal/"Law Clerk"	\$90.00	Paralegal/"Law Clerk"	\$80
Risk-Trust covered tort claims pricing is non-negotiable			

SCHMITT SCHNECK EVEN & WILLIAMS PC

Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127;	Rate per hour
Senior partner (16+ years)	\$265
Partner (10-16)	\$250
Senior associate (5-10)	\$210
Associate (0-5)	\$190
Paralegal/"Law Clerk"	\$80

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM
 Vendor Number VC0000007193
 Certificates of Insurance Required
 Contract Period: To cover the period ending **June 30, 2026.**

THE SHANKER LAW FIRM, PLC, 700 EAST BASELINE ROAD, TEMPE, AZ 85283

COMPANY NAME:	The Shanker Law Fir, PLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	700 East Baseline Road, Bldg B, Tempe, Arizona 85283
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	480-838-9300
FAX NUMBER:	480-838-9433
WWW ADDRESS:	www.shankerlaw.net
REPRESENTATIVE NAME:	Tamera Shanker
REPRESENTATIVE TELEPHONE NUMBER:	480-838-9300
REPRESENTATIVE EMAIL ADDRESS	tcs@shankerlaw.net

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate		
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		
Bond and Disclosure Counsel		
Civil Rights Defense (not otherwise covered under Risk Trust)		
Collections and Bankruptcy		
Commercial Transactions and Litigation		
Construction Contracts and Litigation		
Cyber Liability		
Elections and Voting Rights		
Eminent Domain, Condemnation, and Relocation		
Environmental		
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		
Health Care, including Public Health and Employee Benefits Coverage Issues		
Public Housing		
Immigration		
Insurance		
Intellectual Property		
Employment		
Land Use		
Legislative Matters		
Medical Malpractice; Mental Health		
Real Estate		
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		
Public Contracts and Procurement		
Public Fiduciary		
Public Official Liability		
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127	X	
Workers Compensation		

THE SHANKER LAW FIRM, PLC

Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127;	Rate per hour
Senior partner (16+ years)	\$135
Partner (10-16)	\$
Senior associate (5-10)	\$
Associate (0-5)	\$
Paralegal/"Law Clerk"	\$65

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM
 Vendor Number VS0000009164
 Certificates of Insurance Required
 Contract Period: To cover the period ending **June 30, 2026.**

THORPE SHWER, P.C., 3200 NRTH CENTRAL AVENUE, SUITE 1560, PHOENIX, AZ 85012

COMPANY NAME:	Thorpe Shwer
DOING BUSINESS AS (dba):	Thorpe Shwer
MAILING ADDRESS:	3200 N. Central Ave., Ste. 1560
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-682-6100
FAX NUMBER:	602-682-6149
WWW ADDRESS:	www.thorpeshwer.com
REPRESENTATIVE NAME:	Bradley D. Shwer
REPRESENTATIVE TELEPHONE NUMBER:	602-682-6106
REPRESENTATIVE EMAIL ADDRESS	bshwer@thorpeshwer.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	X	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		X
Bond and Disclosure Counsel		X
Civil Rights Defense (not otherwise covered under Risk Trust)		X
Collections and Bankruptcy		X
Commercial Transactions and Litigation	X	
Construction Contracts and Litigation		X
Cyber Liability		X
Elections and Voting Rights		X
Eminent Domain, Condemnation, and Relocation		X
Environmental		X
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		X
Health Care, including Public Health and Employee Benefits Coverage Issues		X
Public Housing		X
Immigration		X
Insurance		X
Intellectual Property		X
Employment	X	
Land Use		X
Legislative Matters		X
Medical Malpractice; Mental Health		X
Real Estate		X
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		X
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		X
Public Contracts and Procurement		X
Public Fiduciary		X
Public Official Liability		X
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		X
Workers Compensation		X

THORPE SHWER, P.C.

Appellate;	Rate per hour		Commercial transactions and litigation;	Rate per hour
Senior partner (16+ years)	\$335		Senior partner (16+ years)	\$315
Partner (10-16)	\$310		Partner (10-16)	\$300
Senior associate (5-10)	\$250		Senior associate (5-10)	\$250
Associate (0-5)	\$250		Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$110		Paralegal/"Law Clerk"	\$110

Employment;	Rate per hour
Senior partner (16+ years)	\$315
Partner (10-16)	\$300
Senior associate (5-10)	\$250
Associate (0-5)	\$250
Paralegal/"Law Clerk"	\$110

PRICING SHEET: NIGP CODE 96149

Terms: NO TERM

Vendor Number VS0000005941

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

WALKER & PESKIND PLLC, 8777 E VIA DE VENTURA, STE 315, SOTTSDALE, AZ 85258

COMPANY NAME:	Walker & Peskind, PLLC
DOING BUSINESS AS (dba):	Walker & Peskind, PLLC
MAILING ADDRESS:	8777 E. Via de Ventura, Suite 396
REMIT TO ADDRESS:	8777 E/ Via de Ventura, Suite 396
TELEPHONE NUMBER:	480-483-6336
FAX NUMBER:	480-483-6337
WWW ADDRESS:	www.azlawpartner.com
REPRESENTATIVE NAME:	Richard Kenneth Walker
REPRESENTATIVE TELEPHONE NUMBER:	602-228-0080
REPRESENTATIVE EMAIL ADDRESS	rkw@azlawpartner.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☐	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☒	

ATTACHMENT A-1: AREAS OF PRACTICE

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 2.1).	YES	NO
Appellate	☒	
Attorney Conduct and Professionalism (e.g., Bar Charges/Complaints)		☒
Bond and Disclosure Counsel		☒
Civil Rights Defense (not otherwise covered under Risk Trust)	☒	
Collections and Bankruptcy		☒
Commercial Transactions and Litigation	☒	
Construction Contracts and Litigation		☒
Cyber Liability		☒
Elections and Voting Rights		☒
Eminent Domain, Condemnation, and Relocation		☒
Environmental		☒
General Governmental Practice (e.g., open meetings, public records, budget, etc.)		☒
Health Care, including Public Health and Employee Benefits Coverage Issues		☒
Public Housing		☒
Immigration		☒
Insurance		☒
Intellectual Property		☒
Employment	☒	
Land Use		☒
Legislative Matters		☒
Medical Malpractice; Mental Health		☒
Real Estate		☒
Risk Trust Covered Tort/Civil Rights Defense Claims (see footnote in scope of work)		☒
Property Tax Appeals, Tax Lien Sales and Foreclosures, Treasurer's matters		☒
Public Contracts and Procurement		☒
Public Fiduciary		☒
Public Official Liability	☒	
Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127		☒
Workers Compensation		☒

WALKER & PESKIND PLLC

Appellate;	Rate per hour	Civil rights defense (not otherwise a Risk Trust covered claim);	Rate per hour
Senior partner (16+ years)	\$475	Senior partner (16+ years)	\$475
Partner (10-16)	\$325	Partner (10-16)	\$325
Senior associate (5-10)	\$	Senior associate (5-10)	\$
Associate (0-5)	\$	Associate (0-5)	\$
Paralegal/"Law Clerk"	\$170	Paralegal/"Law Clerk"	\$170

Commercial transactions and litigation;	Rate per hour	Employment;	Rate per hour
Senior partner (16+ years)	\$475	Senior partner (16+ years)	\$475
Partner (10-16)	\$325	Partner (10-16)	\$325
Senior associate (5-10)	\$	Senior associate (5-10)	\$
Associate (0-5)	\$	Associate (0-5)	\$
Paralegal/"Law Clerk"	\$170	Paralegal/"Law Clerk"	\$170

Public official liability;	Rate per hour
Senior partner (16+ years)	\$475
Partner (10-16)	\$325
Senior associate (5-10)	\$
Associate (0-5)	\$
Paralegal/"Law Clerk"	\$170

PRICING SHEET: NIGP CODE 96149

Terms: NET 10 DAYS

Vendor Number VC0000001095

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2026.**

OUTSIDE LEGAL SERVICES

1.0 INTENT

- 1.1 Maricopa County (County), on behalf of its “elected and appointed executives and officials of the County, their employees and agents, in their respective official capacities,” intends to select private counsel to provide certain needed legal services for the County and for the Maricopa County Self-Insured Trust (Risk Trust).
- 1.2 This will be a contract for professional services pursuant to Section MC1-356(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, cases or matters that may be assigned.

Pricing for services will be in two formats; fixed hourly rates for the Trust and lawyer/firm proposed rates for all other matters. Respondents can submit under one or both areas of work.

Each respondent is invited to propose the hourly rate it would charge by case/matter type and by level or category of persons whose time will be billed, as defined in the scope of work. Respondents may propose a range of hourly rates in such levels and categories. Not only in entering into contracts but also in assigning matters or cases, pricing will be only one of many factors taken into consideration. In proposing rates, it is highly recommended that a respondent’s proposed hourly rate is its “most favored governmental rate” for its respective timekeepers.

Trust covered tort matters and workers’ compensation are subject to maximum hourly rates as stated in Attachment D – Pricing Sheet. Attachment D – Pricing Sheet is the proposal format that will be useful in preparing a response only for a rate covering general County legal work.

Decisions about which lawyers and law firms, and the number of persons/firms, who will be selected to enter into a contract from among the respondents to this request will be at the sole discretion of the County Attorney in collaboration with the Administrator of the Trust. In selecting private counsel with whom to enter into a contract, and in the assignment of cases or matters, no partiality or preference in the selection will be given based upon or affected by political contributions or support provided or not provided by counsel.

In the relatively recent past the County has specified the maximum hourly rate it will pay for various levels or categories of persons whose time will be billed, no matter the nature of the work being assigned. In this request the County is adopting a methodology similar to that used by the Attorney General of the State of Arizona.

- 1.3 Other governmental entities under agreement with County may have access to services provided hereunder (see also Sections 3.16 and 3.17 below).
- 1.4 The County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

2.0 SCOPE OF WORK

- 2.1 Statements of Qualification (SOQ) will be considered for the full range of practice areas related to the needs of County government, including, *but not limited to*: (Persons shall self-identify areas of practice, See Attachment A-1 – Areas of Practice).
 - Appellate
 - Attorney conduct and professionalism

- Bond and disclosure counsel
- Civil rights defense (not otherwise a Risk Trust covered claim)
- Collections and bankruptcy
- Commercial transactions and litigation
- Construction contracts and litigation
- Cyber liability
- Elections and voting rights
- Eminent domain, condemnation, and relocation
- Environmental
- General governmental practice (open meetings, public records, budget etc.)
- Health care, including public health and employee benefit coverage issues
- Public housing
- Immigration
- Insurance
- Intellectual property
- Employment
- Land use
- Legislative matters
- Medical malpractice; Mental health
- Real estate
- Risk Trust covered tort/civil rights defense claims ¹
- Property tax appeals, tax lien sales and foreclosures, Treasurer's matters
- Public contracts and procurement
- Public fiduciary
- Public official liability
- Uncontested adoptions to fulfill the County Attorney's duties under A.R.S. § 8-127
- Workers' compensation

2.2 MANDATORY QUALIFICATIONS

2.2.1 All Counsel 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. 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.

¹ Risk Trust covered tort and civil rights defense claims cover several different categories of claims including state and federal tort claims; Civil rights and constitutional claims that would be covered by the Risk Trust; road, building, design and construction or maintenance liability; claims of medical malpractice or medical negligence as it pertains to Correctional Health Services; and all appellate matters stemming from these same claims.

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)

2.2.4 Qualifications of others for whom services may be billed:

- 2.2.4.1 Paralegals/legal assistants as defined by Rule 31(a)(2)(C) of the Rules of the Supreme Court of Arizona.

2.3 CONTRACT REQUIREMENTS

- 2.3.1 This contract will be governed by the laws of the State of Arizona and to the extent applicable, the terms of the Trust. The County does not pay for the preparation of letters of interest, statements of qualifications, the fees and costs in negotiation of a contract with the County.
- 2.3.2 All Counsel shall maintain the required insurance coverage(s) set forth herein, for the duration of the contract and any extension of it. To the extent Counsel seeks any modification of the insurance requirements set forth herein, Counsel shall contact the Contract Administrator to seek any such modifications or waivers.
- 2.3.3 The County Attorney, and the Administrator of the Trust if applicable, reserves the prior right of approval regarding the assignment of the firm's personnel to engagements under this contract. At the written request of the County, the firm will immediately replace any assigned personnel.
- 2.3.4 Any assignment to Counsel may be terminated upon written notice from the County Attorney (and where applicable the Administrator of the Trust). In the event of such action, Counsel will provide the necessary and appropriate assistance to transfer pending matters to the County Attorney and/or successor Counsel.
- 2.3.5 No Counsel may pursue claims or engage in litigation against, or provide legal services adverse to, the County or other Maricopa County Special Taxing Districts including but not limited to: Flood Control District of Maricopa County, Maricopa, Maricopa County Housing Authority, and Maricopa County Library District, without first obtaining written permission to do so from the Maricopa County Board of Supervisors (BOS) (or District, if applicable). Counsel shall adhere in all respects to the Arizona Supreme Court's Rules of Professional Conduct.
- 2.3.6 Except where the BOS has not waived an ethical conflict of interest or the County has an un-waivable conflict of interest, Counsel's legal services shall be carried out in cooperation with the County Attorney (and where applicable with the Administrator of the Trust) in a manner consistent with Counsel's ethical obligations.
- 2.3.7 When deemed necessary and appropriate by the County and with agreement of the County Attorney (and where applicable the Administrator of the Trust) Counsel may be authorized to retain additional legal services from a qualified firm or individual to complete an engagement. (See Section 2.6 Alternative Agreements).
- 2.3.8 When referral of a case or matter is made, the County Attorney (and where applicable the Administrator of the 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.

- 2.3.9 Unless waived in general as to a particular case or matter by the County Attorney (and where applicable the Administrator of the Trust), prior authorization by the Contract Administrator is required for two or more Counsel to prepare or attend depositions, hearings, meetings, etc. in any case.
- 2.3.10 When the special talents of lawyers or other members of Counsel's firm whose services are not addressed in Section 2.2.1, may be of benefit to the client (County) for which an assignment has been made in a particular case or matter, fees for those services may be negotiated between Counsel and the Contract Administrator independent of the contracted fee structure. Any such additional services shall be billed at hourly rates or other negotiated fee structures, with prior written consent by the County Attorney (and, where applicable, the Administrator of the Trust). All approvals shall be forwarded by the Contract Administrator to the Office of Procurement Services (OPS).
- 2.3.11 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 Contract Administrator (and where applicable the Administrator of the Trust) before incurring expenses in excess of \$1,000.00.
- 2.3.12 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 the Deputy County Attorney supervising the case or matter (and where applicable the Administrator of the Risk Trust or the Administrator's designee).
- 2.3.13 Retention of expert consultants must be reviewed and pre-authorized by County Attorney or the designated Deputy County Attorney (or where applicable the Administrator of the Risk Trust). Counsel will promptly provide the supervising Deputy County Attorney (and where applicable the Administrator of the County's Self-Insured Trust) with a summary of the highlights of the deposition and a copy of the deposition transcript.
- 2.3.14 Unless waived in writing, as soon after receipt of a lawsuit as is practical, Counsel shall furnish County Attorney or the assigned Deputy 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, 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, including providing the BOS with updates of lawsuits as necessary.
- 2.3.15 Unless waived in writing, all offers of compromise shall be promptly transmitted to County Attorney or assigned Deputy 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 BOS.

- 2.3.16 Unless waived in writing, 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 or assigned Deputy 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 the supervising Deputy County Attorney (and where applicable the Administrator of the County's Self-Insured Trust) the advisability of attempting to settle a lawsuit when it is in the best interest of the client to do so.
- 2.3.17 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 supervising Deputy 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.
- 2.3.18 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 to minimize the cost to County.
- 2.3.19 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.
- 2.3.20 Counsel may, upon referral of a case or matter, decline to represent the proposed client. Counsel may also withdraw from representation of a client when it would be ethically improper to continue. In the event Counsel must either withdraw from a case or decline a representation, the supervising Deputy County Attorney shall be immediately notified in writing or by telephone if time is of the essence.
- 2.3.21 Counsel may be assigned to represent a client in any 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).
- 2.3.22 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 or withdrawn by decision of the BOS. If Counsel's assignment is withdrawn Counsel shall cooperate fully with successor assigned Counsel.
- 2.3.23 If, during the term of this contract or any renewal/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 rights, which are not mutually exclusive:
- 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 a party to 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 .

2.3.24 During the term of this contract, the County reserves the right to add additional Counsel 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 client are not available from currently contracted firms, or other situations arise that in the sole discretion of the County Attorney (and, where applicable, the Administrator of the Trust) require supplementing legal providers.

2.3.25 Counsel agrees to notify the County Attorney's Office and the client 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 involved client 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 sufficient qualified staff continuity throughout the duration of the contract. If, however, a change becomes necessary, Counsel must promptly notify the Contract Administrator 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 affected client at the time that the Counsel becomes aware of such potential unavailability, the notice to the Contract Administrator 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 Contract Administrator.

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.

2.4.1.3 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).

2.4.2 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).

2.4.3 All costs over \$1,000.00 must be pre-approved in writing.

2.4.4 All expert consultant and expert witness engagements must be pre-approved in writing. Counsel may recommend such engagements, but they will be made by the County Attorney or the assigned Deputy County Attorney using the County Attorney's exemption from compliance with the County's Procurement Code in anticipation or conduct of litigation, The Administrator of the County's Self-Insured Trust may make such engagements in specific circumstances

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

2.4.6 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

2.5.1 Travel time of Counsel for engagement-necessary travel may be billed at the agreed upon hourly rate. Mileage expense will not be reimbursed for travel within the County. Any travel related costs outside the County for the purpose of county matters shall be billed in accordance with the County's contractor travel policy (See Exhibit 2 - Office of Procurement Services Contractor Travel and Per Diem Policy) .

2.6 ALTERNATIVE AGREEMENTS

2.6.1 If the County's legal representation requires specialized knowledge, skills, or capabilities beyond the resources of the Person engaged on a particular case or matter, the County, through OPS, reserves the right to enter into supplemental agreements with other lawyers irrespective of whether they are signatories to this contract. Any supplemental agreements will be limited to the scope of the defined case or matter and ordinarily will have with the same terms and conditions as this contract. However, based upon the unique characteristics of each case or matter, they may have a different compensation structure or amount. Those decisions, including identifying the Person to engage are reserved to the County Attorney (and, where applicable, the Administrator of the County's Self-Insured Trust.)

2.7 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS

2.7.1 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.

3.0 PROCUREMENT REQUIREMENTS

3.1 PERFORMANCE

It shall be the contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the contractor fails to perform, and any price differential will be charged against the contractor.

3.2 CONTRACTOR EMPLOYEE MANAGEMENT

3.2.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

3.2.2 If contractor personnel's employment status changes, contractor shall provide County a list of proposed replacements with equivalent or greater experience.

- 3.2.3 Under no circumstances shall the implementation schedule be impacted by a personnel change on the part of the contractor.
- 3.2.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.
- 3.2.5 County reserves the right to immediately remove from its premises any contractor personnel it determines to be a risk to County operations.
- 3.2.6 County reserves the right to request the replacement of any contractor personnel at any time, for any reason.

3.3 WARRANTY OF SERVICE

- 3.3.1 The contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications and attachments made a part of this contract. County's acceptance of services or goods provided by the contractor shall not relieve the contractor from its obligations under this warranty.
- 3.3.2 In addition to its other remedies, County may, at the contractor's expense, require prompt correction of any services failing to meet the contractor's warranty herein. Services corrected by the contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

3.4 INSPECTION OF SERVICES

- 3.4.1 The contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.
- 3.4.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 3.4.3 If any of the services do not conform to contract requirements, County may require the contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 3.4.3.1 require the contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - 3.4.3.2 reduce the contract price to reflect the reduced value of the services performed.
- 3.4.4 If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:
 - 3.4.4.1 by contract or otherwise, perform the services and charge to the contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

3.4.4.2 terminate the contract for default.

3.5 USAGE REPORT

The contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

3.6 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g., Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

3.7 INVOICES AND PAYMENTS

3.7.1 The contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Court number, and if applicable, Risk Management file number
- Invoice number and date
- Payment terms
- Date of service
- Detailed description of services without disclosing attorney-client privileged, work product protected, information
- Contract item number(s)
- Arrival and completion time (if applicable)
 - County reserves the right to request supporting documentation (access logs, electronic reports) for ALL work performed on behalf of the County.
- Description of purchase (product or services)
- Pricing per unit of purchase (breakdown of authorized billable fee)
- Title/category of counsel or years of experience
- Mileage with rate (if applicable)
- Sub-totals of costs and Counsel's fees (delineated separately)
- Total amount due

3.7.2 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.

3.7.3 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.

3.7.4 Professional service fees must be invoiced by:

3.7.4.1 Date service performed.

- 3.7.4.2 Name or initials of person performing service with hourly rate.
- 3.7.4.3 Each separate service noted with time charged by tenth of hour.
- 3.7.4.4 Counsel shall not block bill.
- 3.7.4.5 All billing shall also include the case name or matter number.
- 3.7.4.6 County Attorney file number.
- 3.7.4.7 Risk Management file number (if applicable).
- 3.7.4.8 Firm's file or matter number and all back-up support for legal fees and costs.
- 3.7.4.9 A separate running total of fees for each case.
- 3.7.5 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.
- 3.7.6 Payment shall only be made to the contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the contractor shall complete the Vendor Registration Form that is accessible from the County Department of Finance Vendor Registration Website <https://www.maricopa.gov/5169/Vendor-Information>.
- 3.7.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 3.7.8 EFT payments to the routing and account numbers designated by the contractor shall include the details on the specific invoices that the payment covers. The contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 3.8 APPLICABLE TAXES
 - 3.8.1 It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
 - 3.8.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find related information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the contractor shall be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
 - 3.8.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or state and local laws and

regulations, and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City, County, or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

3.9 AVAILABILITY OF FUNDS

3.9.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the contractor fully informed as to the availability of funds.

3.9.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

3.10 POST AWARD MEETING

The contractor may be required to attend a post-award meeting with the department to discuss the terms and conditions of this contract. This meeting will be coordinated by the procurement officer of the contract.

3.11 CONFIDENTIALITY

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge, or disseminate to any third-party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

3.12 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.13 RIGHTS IN DATA

3.13.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

3.13.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

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

3.14.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. 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.

3.14.2 If the contractor'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 contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.15 INFLUENCE

3.15.1 As prescribed in MC1-1203 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 disbarment or suspension under MC1-902.

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

3.15.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy 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.

3.15.3 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.

3.15.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

3.16 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

3.17 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

4.0 CONTRACTUAL AND SPECIAL TERMS & CONDITIONS

4.1 CONTRACT TERM

4.1.1 This **Review Of Qualifications (ROQ)** is for awarding a requirements contract to cover a period of three years.

4.2 OPTION TO RENEW

4.2.1 The County may, at its option and with the agreement of the contractor, renew the term of this contract for additional terms up to a maximum of three additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six months after expiration). The contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

4.3 CONTRACT COMPLETION

4.3.1 In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 PRICE ADJUSTMENTS

4.4.1 Any requests for price adjustments to hourly rates must be submitted 60 calendar days prior to contract anniversary date. Requests for adjustment in cost of labor (e.g., hourly rates) and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by the

County by referencing the Consumer Price Index, referring to Lodestar rates or other fee comparisons for Maricopa County and Arizona, or by performing a market study. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

4.5 INDEMNIFICATION

- 4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.
- 4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 4.5.3 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 section.
- 4.5.4 The scope of this indemnification does not extend to the sole negligence of County.

4.6 INSURANCE

- 4.6.1 Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. 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.
- 4.6.2 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.
- 4.6.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 4.6.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

- 4.6.5 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.
- 4.6.6 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. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 4.6.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, 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 Contractor's work or service.
- 4.6.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

4.6.9.1 Commercial General Liability

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

4.6.9.2 Workers' Compensation

4.6.9.2.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of contractor'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.

4.6.9.2.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract 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 contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

4.6.9.3 Professional Liability

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the contractor under the terms of this contract, with a limit of not less than \$2,000,000 for each claim, and \$4,000,000 aggregate claims.

4.6.10 Certificates of Insurance

4.6.10.1 Prior to contract award, contractor 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 contractor'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.

4.6.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of contractor's work or services and as evidenced by annual certificates of insurance.

4.6.10.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

4.6.10.4 Certificates of Insurance shall identify Maricopa County as the additional insured/certificate holder as follows:

Maricopa County
c/o Risk Management
301 W Jefferson St., Suite 910
Phoenix, AZ 85003

4.6.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 301 W. Jefferson St., Suite 700, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

4.7 FORCE MAJEURE

4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

4.7.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

4.7.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.8 ORDERING AUTHORITY

4.8.1 Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

4.9 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

4.10 INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

4.11 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

4.12 PURCHASE ORDERS

4.12.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the contractor for actual and documentable costs incurred by the contractor in response to the purchase order. The County will not reimburse the contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

4.12.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.13 SUSPENSION OF WORK

The procurement officer may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.14 STOP WORK ORDER

4.14.1 The procurement officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

4.14.1.1 cancel the stop work order; or

4.14.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

4.14.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.

4.15 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.16 CONTRACTOR LICENSE REQUIREMENT

4.16.1 The contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

4.16.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

4.17 SUBCONTRACTING

4.17.1 The contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

4.17.2 The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

4.18 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.

4.19 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the contractor and the County.

4.20 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.

4.21 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

4.22 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

4.23 AUDIT DISALLOWANCES

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 contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.

4.24 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends

Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf).

4.25 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.26.1 The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:

4.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

4.26.1.2 have not within a three-year period preceding this contract:

4.26.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

4.26.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

4.26.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

4.26.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

4.26.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

4.26.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

4.26.3 The contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the contractor shall include the information required by this clause with their bid.

4.27 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

4.27.1 By entering into the contract, the contractor 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 contractor 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. The contractor 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 www.uscis.gov.

4.27.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.27.1 of this section. Contractor 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 contractor 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: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

4.28 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.29 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the contractor any amounts contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.30 CONFIDENTIAL INFORMATION

4.30.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.

4.30.2 The contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The contractor's procedures and controls, at a minimum, must be the same procedures and controls

it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

- 4.30.3 Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

4.31 PRICES

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.

4.32 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, expressed, or implied.

4.33 RELATIONSHIPS

- 4.33.1 In the performance of the services described herein, the contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the contractor.

- 4.33.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.34 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

4.35 FORCED LABOR

- 4.35.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

- 4.35.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

4.35.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

4.35.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.35.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.35.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180-day period, the agreement terminates on the agreement termination date.

4.36 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and contractor's license agreement, if applicable, the terms of this contract shall prevail.

Exhibit 2



Office of Procurement Services

GOODS AND SERVICES

COMPETITION IMPRACTICABLE FORM

This form is to be used when a department believes an acquisition is considered Competition Impracticable and the acquisition dollar amount is above \$10,000. The Chief Procurement Officer can approve purchases up to \$100,000. Board of Supervisors approval is required if the acquisition is over \$100,000. This form must be submitted for approval to: Office of Procurement Services | 301 W Jefferson Street Suite 700 | Phoenix, AZ 85003. Fax number: 602.506.6766. The signed form must be retained in the purchasing file. Unless approved by the Board of Supervisors in a formal agenda item or the Chief Procurement Officer in a formal Contract a CI form is valid from July 1 thru June 30th of each Fiscal Year.

DEPARTMENT NAME County Attorney		DEPARTMENT RX# County Attorney	
PROPOSED CONTRACT VENDOR		NEED IDENTIFIED Date: 05/23/2025	
Company:	STATECRAFT PLLC	REQUESTED DELIVERY Date:	05/23/2025
Address:	649 N Fourth Avenue, First Floor	QUOTED PRICE:	\$250,000
City, State:	Phoenix, AZ	Accounting String:	
Zip/Postal Code:	85003		
Phone:			
Fax:			
Contact Name:	Kory Langhofer		

DESCRIPTION OF GOODS OR SERVICES REQUIRED:			
The estimated cost of this Procurement is:	☐ ≤ \$100k	☒ > \$100k	
Is this a Technology Procurement?	☐ Yes	☒ No	

COMPETITION IMPRACTICABLE CATEGORY (Check applicable box, attach documentation or provide explanation below.)	
Maricopa County Procurement Code MC1-351 states: "Competition Impracticable" means an acquisition where, competition is impractical because of standardization, warranty, or other factors as approved by the Board of Supervisors.	
<u>NOTE: The following are unlikely to be sufficient Competition Impracticable justifications:</u> • Personal or department preference for a product or vendor • Department perception that the vendor is the best qualified (this should be determined through a competitive process) • Lack of department planning resulting in limited time to conduct a competitive procurement • Special incentive or deal offered (can be assessed in open and competitive solicitation) • Department convenience	
☐ Grant specified (supporting documents attached)	☐ Software license renewals, additions, or upgrades available from only one source
☐ Mailing lists, subscriptions or media advertising	☐ Brand compatibility available from only one source (no other distributors)
☐ Warranty voided if service provided by other contract vendor	☐ Other proprietary situation
☐ Other (Provide written explanation below)	

THIS IS A COMPETITION IMPRACTICABLE PROCUREMENT BECAUSE (attach additional page if needed):

For the past several months, the Board and the Recorder have attempted to negotiate a new SSA. Those negotiations have been unsuccessful. This leaves the Board, and its Elections Director, without an agreement with the Recorder concerning how elections will be conducted. The Special Primary for the Congressional District 7 Special Election will be held on July 15, 2025, less than one month from now.

SEARCH

A search was conducted consisting of: (check all that apply)

☐ Market research	☐ Public notice given, list
☐ Other vendors contacted	☐ Other

RESULTS

- ☐ no alternatives were identified
- ☐ no alternatives were deemed acceptable because (explain below):

Describe the search from above in detail:

Based on the very specific subject matter, elections, separations of power, statutory construction and communications, this is the only firm qualified and able to represent the Board of Supervisors at this time.

PRICE

MC1-352-B states: The Using Agency requesting a Competition Impracticable Procurement shall provide written evidence to support a Competition Impracticable determination containing an explanation of why the proposed procurement process is advantageous to the County; and the scope, duration, and estimated total dollar value of the procurement.

Price has been fairly and reasonably established by:

- ☐ Comparison to previous comparable purchases from a different vendor
- ☐ Independent estimate

- ☐ Comparison to public sector contract pricing
- ☐ Discount off published catalog pricing
- ☐ Market survey
- ☐ Other, explain:

Describe methodology and results (attach any written supporting data, e.g., survey or market analysis):

The rates are comparable to outside counsel firms on contract with Maricopa County.

CERTIFICATIONS

I certify:

- 1) I recognize that the Maricopa County Procurement Code requires the use of competitive solicitations unless exempted by law. I have reviewed the information and materials relevant to this procurement of goods and services, and am requesting approval of an exception to the competitive process for the reasons described;
- 2) the price to be paid to the proposed vendor is fair, reasonable, and provides the best value to Maricopa County; and
- 3) this request for an exception to the competitive solicitation process is not the result of inadequate advance planning or for purposes of securing the services of a preferred vendor.

Department Head or Department Head Delegate Signature (Required)

Thomas P. Liddy

Printed Name

Thomas P. Liddy

Signature

Digitally signed by Thomas P. Liddy
DN: OU=civil division, O=MCAO, CN=Thomas P. Liddy, E=liddy@mcao.maricopa.gov
Reason: I am the author of this document
Location: your signing location here
Date: 2025-06-20 10:11:58
Foxit PhantomPDF Version: 9.7.5

06/20/2025

Date

Office of Procurement Services

The CPO can approve procurements up to \$100,000. If this request is over \$100,000 it must be submitted as an agenda item to the Board of Supervisors for consideration.

☐ Approved/Recommended for Approval

Printed Name

Signature

Date

Office of Enterprise Technology (If this procurement is classified as a technology procurement it must be forwarded to OET for coordination and/or approval. If this procurement request is not approved by OET, the form will be returned to the requestor.)

☐ Approved. Recommended purchase is in line with Maricopa County's strategic technology plan or currently installed equipment or service, and is considered to be a competition impracticable procurement.

☐ Not Approved. Reasoning: _____

Printed Name

Signature

Date

Email

Save

AM-APP214

Exhibit 3



"The mission of Maricopa County is to provide regional leadership and fiscally responsible, necessary public services to its residents so they can enjoy living in healthy and safe communities"

Board Members

Thomas Galvin, Chairman, District 2
Kate Brophy McGee, Vice Chair, District 3
Mark Stewart, District 1
Debbie Lesko, District 4
Steve Gallardo, District 5

County Manager

Jen Pokorski

Clerk of the Board

Juanita Garza

Meeting Location

Supervisors' Auditorium
205 W. Jefferson
Phoenix, AZ 85003

FORMAL MEETING SUMMARY

BOARD OF SUPERVISORS Maricopa County, Arizona

(and the Boards of Directors of the Flood Control District, Library District,
Stadium District, Improvement Districts and/or Board of Deposit)

**Wednesday, June 25, 2025
9:30 AM**

BOARD OF SUPERVISORS - JUNTA DE SUPERVISORES

1. ROLL CALL - LISTA

The Board of Supervisors of Maricopa County, Phoenix, Arizona, convened in Formal Session at 9:30 AM on Wednesday, June 25, 2025, in the Supervisors' Auditorium 205 W. Jefferson Phoenix, AZ 85003, with the following members present: Thomas Galvin, Chairman, District 2; Kate Brophy McGee, Vice Chair, District 3; Mark Stewart, Supervisor, District 1; Debbie Lesko, Supervisor, District 4; Steve Gallardo, Supervisor, District 5. Also present: Juanita Garza, Clerk; Kelly Gardiner, Minutes Coordinator (remote); Jen Pokorski, County Manager; Brooke Worcester, Legal Counsel.

2. **INVOCATION - INVOCACIÓN**
3. **PLEDGE OF ALLEGIANCE - JURO FIDELIDAD A LA BANDERA**
4. **PET SHOWCASE BY MARICOPA COUNTY ANIMAL CARE AND CONTROL - PRESENTACIÓN DE ANIMALES DOMESTICOS POR EL DEPARTAMENTO DE CONTROL Y CUIDADO DE ANIMALES**

PRESENTATIONS - PRESENTACIONES

5. **COUNTY MANAGER UPDATE ON MARICOPA COUNTY LIBRARIES**
(C-06-25-412-X-00)

STATUTORY HEARINGS - AUDIENCIAS LEGALES

If you would like to send a comment or question regarding one of the statutory hearing items, please send email to Agenda.Comments@maricopa.gov

Clerk of the Board Statutory Hearings - Audiencias Legales de la Secretaria de la Junta

6. **PETITIONS HEARING FOR THE FORMATION OF THE PROPOSED LAS PALMARITAS IRRIGATION WATER DELIVERY DISTRICT**

Pursuant to A.R.S. § 48-261, § 48-3423 and § 48-3424, convene the scheduled public hearing regarding the petitions filed for the formation of the proposed Las Palmaritas Irrigation Water Delivery District, as they have been determined to be signed by a majority of the owners of the acreage within the proposed district.

Pursuant to A.R.S. § 48-3424, any landowner within the boundaries of the proposed district may appear and object to the organization thereof, or to the inclusion of the landowners' property therein. The Board will hear and consider all comments in favor or against the organization of the district and decide whether to approve or reject the organization of the district within the boundaries proposed in the petition or with modified boundaries.

If the Board decides to proceed with the organization of the district, the Clerk is directed to publish a notice and post copies of the notice describing the boundaries of the proposed district and fix a date of July 15, 2025, a date not less than 20 days after the publications and postings are completed. Written protests against the organization may be filed by owners of a majority of the acreage with the proposed district boundaries. If no protest is filed, or if one is filed and found insufficient, an order establishing the district shall be entered and will include the appointment of the following three (3) Trustees of the district as set forth in the petition:

Hillary Rusk
Dave Cunningham
Daniel Prefontaine

The legal description of the proposed irrigation water delivery district is as follows:
Lots 1 through 5, Lots 7 through 12, Lots 14 through 19, and Lots 22 through 31, of LAS POMARITAS, a Subdivision of LOT 3 of Section 31, Township 3 North, Range 3 East, of the Gila and Salt River Base and Meridian according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, Recorded in Book 43 of Maps, Page 25; Excepting therefrom the West 13 Feet of said Lot 14. (Supervisory District 3) (C-06-26-004-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

7. LIQUOR LICENSE APPLICATIONS - APLICACIONES DE LICENCIA DE LICOR

This is the time for a public hearing on the applications for liquor licenses. At this hearing, the Board of Supervisors will determine the recommendation to the State Liquor Board as to whether the State Liquor Board should grant or deny license.

a. OWNER TRANSFER FOR DESERT FLAME

Pursuant to A.R.S. § 4-203, approve an application for an Owner Transfer of a Series 6 Liquor License from Mangup Investments, Inc., an Arizona corporation to Gracz Investments LLC, an Arizona limited liability company for Desert Flame at 11145 East Apache Trail, Apache Junction, Arizona 85120. (Supervisory District 2) (C-06-25-397-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Transportation Statutory Hearings - Audiencias Legales de Transportación

8. PATENT EASEMENT ABANDONMENT: ROAD FILE NO. PAB-0289

Convene a hearing for Road File No. PAB-0289 to consider the request to abandon a portion of a Federal Patent Easement Number 1192764 lying in GLO Lot 15, of Section 27 – T7N, R2E, of the Gila and Salt River Meridian, Maricopa County, Arizona. Located in the general vicinity of New River Road and 35th Lane and known as Assessor Parcel Number 202-12-038A. Notice conditions and the request for comment requirements have been met.

Supervisory District No. 3

In addition, direct the Clerk of the Board to record the Board of Supervisors resolution with the County Recorder. (C-64-25-096-X-01)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

9. PATENT EASEMENT ABANDONMENT: ROAD FILE NO. PAB-0291

Convene a hearing for Road File No. PAB-0291 to consider the request to abandon a portion of a Federal Patent Easement Numbers 1161192 and 1170885 lying in the Southeast quarter of Section 27 – T7N, R2E, of the Gila and Salt River Meridian, Maricopa County, Arizona. Located in the general vicinity of New River Road and Black Canyon Highway and known as Assessor Parcel Number 202-12-086B. Notice conditions and the request for comment requirements have been met.

Supervisory District No. 3

In addition, direct the Clerk of the Board to record the Board of Supervisors resolution with the County Recorder. (C-64-25-095-X-01)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

10. PATENT EASEMENT ABANDONMENT: ROAD FILE NO. PAB-0286

Convene a hearing for Road File No. PAB-0286 to consider the request to abandon a portion of a Federal Patent Easement Number 1148894 lying in the Southeast quarter of Section 6 – T4N, R3E, of the Gila and Salt River Meridian, Maricopa County, Arizona. Located in the general vicinity of 11th Avenue and Happy Valley Road and known as Assessor Parcel Number 210-09-026B. Notice conditions and the request for comment requirements have been met.

Supervisory District No. 3

In addition, direct the Clerk of the Board to record the Board of Supervisors resolution with the County Recorder. (C-64-25-097-X-01)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

11. PATENT EASEMENT ABANDONMENT: ROAD FILE NO. PAB-0297

Convene a hearing for Road File No. PAB-0297 to consider the request to abandon a portion of a Federal Patent Easement Number 1154526 lying in GLO Lot 54 of Section 34 – T7N, R2E, of the Gila and Salt River Meridian, Maricopa County, Arizona. Located in the general vicinity of Jenny Lin Road and 36th Avenue and known as Assessor Parcel Number 202-13-023. Notice conditions and the request for comment requirements have been met.

Supervisory District No. 3

In addition, direct the Clerk of the Board to record the Board of Supervisors resolution with the County Recorder. (C-64-25-094-X-01)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

BOARD OF SUPERVISORS CONSENT AGENDA – AGENDA CONSIENTA DE LA JUNTA DE SUPERVISORES

These items are approved by one motion unless pulled by a Board Member for discussion or separate action.

COUNTY OFFICERS - OFICIALES DE CONDADO

Assessor - Asesor

12. SECURED/UNSECURED TAX ROLL CORRECTIONS

Pursuant to A.R.S. §§42-15155, 16002, 16215, 16258, and 19118, approve requests from the Assessor for corrections of the Secured Tax Rolls Resolutions, as attached and on file in the Clerk of the Board's office in accordance with LAPR retention guidelines. This reflects actual tax dollar corrections to the County tax rolls due to administrative corrections of the Assessor and as a result of property tax appeals. (C-06-25-398-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Board of Supervisors - Junta de Supervisores

13. APPOINTMENT TO THE PLANNING AND ZONING COMMISSION

Approve the appointment of Derrik Rochwalik to the Planning and Zoning Commission, representing Supervisorial District 3. The term of service will be effective July 1, 2025, through December 31, 2028 (C-06-25-389-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

14. APPOINTMENT TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Approve the appointment of Chris Shipley to the Community Development Advisory Committee, representing Supervisorial District 3. The term of service will be effective July 1, 2025 through June 30, 2027. (C-06-25-408-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

15. REAPPOINTMENTS TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Approve the reappointments of Clorinda Erives and Adolfo Gamez to the Community Development Advisory Committee, representing the City of Tolleson as Primary and Alternate members respectively. The term of service will be effective as of July 1, 2025, through June 30, 2027. (C-06-25-390-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

16. REAPPOINTMENT TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Approve the reappointment of David Galaviz to the Community Development Advisory Committee, representing Supervisorial District 5. The term of service will be effective as of July 1, 2025 through June 30, 2027. (C-06-25-410-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Clerk of the Board - Secretaria de la Junta

17. DUPLICATE WARRANTS

Pursuant to A.R.S § 11-632, approve and ratify the issuance of duplicate warrants to replace county warrants and school warrants which were either lost or stolen. Necessary affidavits have been filed with the Board. (C-06-25-402-X-00)

Name	Warrant No	Amount	Dept/School
JW Pepper	3700839072	161.03	Saddle Mountain Dist. #90

Aspen Square Management Inc	3010210206	1,635.00	Human Services
Ariana Suarez	3700862677	1,518.65	Tolleson Elem. Dist 17
Ariana Suarez	3700855394	1,426.71	Tolleson Elem. Dist 17
Ariana Suarez	3700866241	1,584.04	Tolleson Elem. Dist 17
Reegan Heddings	3700775879	249.64	Littleton School Dist #65

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

18. STALE DATED WARRANTS

Pursuant to A.R.S. §11-644 the Board of Supervisors finds that claims presented, are legitimate and that claimants have demonstrated good and sufficient reason for failure to present the original check or warrant within the allotted time. Accordingly, the claims are allowed. (C-06-25-403-X-00)

Name	Warrant No	Amount	Dept/School
Scott Tiece	973801	950.48	Treasurer
Howard Oberstein	970919	597.73	Treasurer
Howard Oberstein	984986	588.28	Treasurer
National Tax Search LLC	967544	38.57	Treasurer
National Tax Search LLC	967694	727.91	Treasurer
National Tax Search LLC	967836	110.11	Treasurer

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

19. PROPERTY RE-CLASSIFICATION APPEALS - FOR APPROVAL

Pursuant to A.R.S. §42-12052, approve the property owners' appeal to re-classify properties, which have satisfied the requirements of occupancy status, and direct the County Assessor to re-classify the properties to class three (owner occupied), pursuant to A.R.S. §42-12003. List kept on file in the Clerk of the Board's Office in accordance with LAPR retention guidelines. (C-06-25-409-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

20. PROPERTY RE-CLASSIFICATION APPEAL CASES - FOR DENIAL

Pursuant to A.R.S §42-12052, deny the property owners' appeal to re-classify properties, which have not satisfied the requirements of occupancy status, and maintain legal classification at class 4.1 (non-primary residence). List kept on file in the Clerk of the Board's Office in accordance with LAPR retention guidelines. (C-06-25-411-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

21. PERMANENT EXTENSION OF PREMISES/PATIO FOR MULLIGAN'S

Pursuant to A.R.S. § 4-207.01, approve an application filed by Jared Micheal Repinski for a Permanent Extension of Premises/Patio of a Series 14 Liquor License for Mulligan's at 25425 South Sun Lakes Boulevard, Sun Lakes, Arizona 85248 (Supervisory District 1) (C-06-25-396-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

22. MINUTES

Pursuant to A.R.S. §§38-431.01 and 11-217, approve the minutes of the Board of Supervisors meeting held on February 26, 2025; March 10, 2025; April 2, 2025. (C-06-25-406-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Constables - Condestables

23. DONATION TO THE ARIZONA CONSTABLES' ASSOCIATION

Approve the donation of outdated Multiple Interactive Learning Objective (MILO) equipment to the Arizona Constables' Association (ACA). The equipment was purchased with grant funds in 2014 and is beyond its 10-year life. The grantor, Constables Ethic, Standards and Training Board (CESTB), approves the donation of the equipment.

Constables purchased a new MILO machine with grant funds in FY24. MILO machine is used for judgment shooting training using laser light and no live ammo. (C-25-25-009-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

County Attorney - Procurador del Condado

24. ACCEPT GRANT FUNDING FROM THE ARIZONA CRIMINAL JUSTICE COMMISSION FOR FY26 DRUG, GANG, AND VIOLENT CRIME PROGRAM

Approve the application and acceptance of grant funds from the Arizona Criminal Justice Commission (ACJC) through the FY 2025-2026 Drug, Gang, and Violent Crime Program in the amount of \$811,290.74, which includes: \$769,211.79 in Federal funds under CFDA 16.738 and \$42,078.95 in State funds. This program requires a cash match of 25%, or \$270,430.26. The total award is \$1,081,721.00. These funds are for the enhancement of drug, gang, and violent crime prosecution. This grant agreement, ACJC number DC-26-027, commences on July 1, 2025, and will terminate on June 30, 2026.

Authorize the Chairman to sign all documents related to these grant funds, as applicable. The grant funds, \$811,290.74, may not be expended for any indirect costs which may be incurred by the Maricopa County Attorney's Office or Maricopa County for the administration of this grant (Agreement Page 8, Paragraph 35). The grant allows a 0% rate for indirect costs or \$0 that may be incurred by the County Attorney's Office or Maricopa County for the administration of this grant.

The Maricopa County Attorney's Office's composite indirect cost rate for FY26 is 18.85%, or \$152,928.30. The recoverable indirect cost of administering this grant is \$0; the non-recoverable indirect cost is \$152,928.30. Nonrecoverable indirect costs will be covered by the departmental general fund budget.

The 25% match requirement will be covered by the departmental general fund. The grant is competitive and reoccurring and does not require ongoing cash contributions after the grant period's end date. This funding directly supports the mandated function of prosecution of criminal cases. Grant revenues are not "local revenues" for the purpose of the constitutional expenditure limitation, and therefore budget law does not prohibit the expenditure of these funds. (C-19-25-091-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

25. APPOINTMENTS - COUNTY ATTORNEY

Pursuant to A.R.S.§11-409 and A.R.S.§11-403, approve the official appointment of the following deputies, special deputies, and assistants of the Maricopa County Attorney.

May 19, 2025

Kayela Willis Deputy County Attorney

May 20, 2025

Christopher Boynton Deputy County Attorney

May 27, 2025

Jasmine De Los Rios Rule 39

May 27, 2025

Joslyn Melendez Lovera Rule 39

May 27, 2025

Lauren Berry Rule 39

May 27, 2025

Madison Shupe Rule 39 (C-19-25-095-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

26. CHECK ENFORCEMENT FUND QUARTERLY REPORTS

In accordance with A.R.S. §13-1811(F) County Bad Check Trust Fund, receive the quarterly financial reports from the County Attorney of all revenues and expenditures from the Check Enforcement Fund for the periods covering FY2023 through the third quarter of FY 2025. The reports are on file in the Clerk of the Board's office and retained in accordance with ASLAPR approved retention schedule. (C-19-25-092-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

27. MOU WITH THE DEPARTMENT OF HOMELAND SECURITY, CUSTOMS AND BORDER PROTECTION (DHS/CBP) FOR THE USE OF THE VIRTRA FIREARMS TRAINING SIMULATOR

Approve the Memorandum of Understanding (MOU) between the Department of Homeland Security, Customs & Border Protection (DHS/CBP) for the use of the VirTra Firearms

Training Simulator located on county property (MCAO, 225 W Madison). This MOU is specific to DHS/CBP Officers assigned to the Phoenix Sky Harbor Airport.

MCAO will allow the use of their VirTra Firearms Judgmental Training Simulator equipment, but MCAO will not provide the instruction or training to the DHS/CBP Officers. DHS/CBP will not hold MCAO or the County responsible for any injuries to DHS/CBP Officers while in the MCAO facility.

The terms of this agreement will become effective upon final signature. This agreement may be modified upon the mutual [written] consent of the parties. The terms of this agreement, as modified with the consent of both parties, will remain in effect until December 31, 2026, or upon agreement of the parties. The agreement may be extended by mutual written agreement of the parties. (C-19-25-094-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

School Superintendent - Superintendente de Escuelas

28. APPLY FOR AND ACCEPT FY2026 TITLE III GRANT FOR CONSORTIUM SCHOOL DISTRICTS

Apply for and accept fiscal year (FY) 2026 Title III entitlement grant from the U.S. Department of Education through the Arizona Department of Education. The Title III grant provides funds to support students who are learning the English language. The Maricopa County School Superintendent's Office (MCSSO) serves as the fiscal agent for school districts or charter schools that, by federal law, must participate in the grant through a consortium when their federal allocation is less than \$10,000 a year. There are 14 school districts or charter schools that will be part of the Consortium in FY2026. The term of this grant is for one year, July 1, 2025, to June 30, 2026; the grant reoccurs annually; and there are no cash, in-kind matching, or future contribution requirements. Initial FY2026 grant allocations total \$60,325.15

This grant helps fulfill mandated services MCSSO is required to perform. MCSSO passes all allocated grant monies to the Consortium members, and because total indirect costs equate to only \$482.60 using MCSSO's .80% FY2025 indirect cost rate, costs will be absorbed by the Department's operating budget.

Grant revenues are not local revenues for the purpose of the constitutional expenditure limitation, and therefore, expenditures of these revenues are not prohibited by the budget law. This action does not alter the budget constraining the expenditures of local revenues duly adopted by the Board pursuant to A.R.S. §42-17105. MCSSO's overall grant budget will be adjusted as necessary to accommodate these grants through a future reconciliation. (C-37-25-019-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Sheriff - Alguacil

29. AGREEMENT WITH OFFICE OF NATIONAL DRUG CONTROL POLICY (ONDCP) FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) PROGRAM

Approve the Agreement and acceptance of grant funds to the Sheriff's Office from the Office of National Drug Control Policy (ONDCP) Award Number HID2625G0644-00, for the High Intensity Drug Trafficking Area (HIDTA) Program, in the amount of \$674,935 for the award period beginning January 1, 2025, and terminating December 31, 2026. This amount represents the total FY 25/26 budget and spending ceiling for this initiative.

The Maricopa County Sheriff's Office is the Fiduciary of these funds for the County. The Maricopa County Sheriff's Office award amount is \$547,174. The Maricopa County Attorney's Office award amount is \$127,761.

The Sheriff's Office funding award is designated for two separate initiatives: Intelligence Initiative (HIDTAISC): \$73,393 and Interdiction Initiative (MCDST): \$473,781. The total indirect cost amount for these two initiatives is \$151,348.32 (\$20,300.50 and \$131,047.82). The Sheriff's Office indirect rate is 27.66% and the indirect costs of \$151,348.32 are unrecoverable and will be absorbed by the General Fund. The County Attorney's funding award is designated for the Investigation Initiative (MISTIC) and its indirect rate is 18.85%. The total indirect cost amount for this initiative is \$24,082.95 and MCAO will not recover \$24,082.95.

This is not a mandated function although it supports the MCSO public safety mandate through efforts to reduce illegal drug use with the interruption of drug trafficking. The funding is recurring and has been awarded to the Sheriff's Office for over sixteen years. There is no matching requirement and there are no future or ongoing contributions required after the grant period ends. This is a competitive award.

Grant revenues are not local revenues for the purpose of the constitutional expenditure limitation, and therefore, expenditures of these revenues are not prohibited by the budget law. (C-50-24-190-X-01)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

30. AGREEMENT WITH ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR OPEN SOURCE INTELLIGENCE SITUATIONAL AWARENESS TIME SPACE AND CRIME (50OSINTSA1)

Approved the Agreement and acceptance of reallocation grant funds to the Sheriff's Office from the Arizona Department of Homeland Security, Open Source Intelligence (OSINT) Situational Awareness (50OSINTSA1) Agreement Number 23-AZDOHS-HSGP-230208-02 in the amount of \$6,234 for the award period beginning June 1, 2025, and terminating May 31, 2026. This agreement may be terminated by any of the parties by written notice to the other parties thirty (30) business days prior to termination.

The Sheriff's indirect cost rate for FY26 is 27.66%, applicable to the award amount of \$6,234 with zero (\$0) in capital expenses for an indirect cost base of \$6,234 and indirect costs of \$1,724.32. Indirect costs are unallowable by the terms of this Agreement unless applied for and approved in writing (page 4, Allowable Costs Section), and \$1,724.32 will be absorbed by the General Fund.

The funding award is competitive and does not require a match. This is a one-time reallocation of funding grant award. There are no future or ongoing contributions required after the grant period ends; however, property items purchased with these funds must remain available to the unit for the duration of its existence and/or the useful life of the item.

This is not a mandated function although it supports the MCSO public safety mandate and provides benefits to the citizens by providing information and intelligence sharing among law enforcement agencies to prevent and/or respond to acts of terrorism or hazardous incidents, as well as assist with communications during a disaster. This is reimbursement funding that will be used to purchase a software program license.

These revenues are not local revenues for the purpose of the constitutional expenditure limitation, and therefore, expenditures of these revenues are not prohibited by the budget law. (C-50-25-107-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

31. AGREEMENT WITH ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR OPEN SOURCE INTELLIGENCE SITUATIONAL AWARENESS TIME SPACE AND CRIME (50OSINTSA2)

Approved the Agreement and acceptance of reallocation grant funds to the Sheriff's Office from the Arizona Department of Homeland Security, Open Source Intelligence (OSINT) Situational Awareness (50OSINTSA2) Agreement Number 24-AZDOHS-HSGP-240203-03 in the amount of \$108,000 for the award period beginning June 1, 2025, and terminating May 31, 2026. This agreement may be terminated by any of the parties by written notice to the other parties thirty (30) business days prior to termination.

The Sheriff's indirect cost rate for FY26 is 27.66%, applicable to the award amount of \$108,000 with zero (\$0) in capital expenses for an indirect cost base of \$108,000 and indirect costs of \$29,872.80. Indirect costs are unallowable by the terms of this Agreement unless applied for and approved in writing (page 4, Allowable Costs Section), and \$29,872.80 will be absorbed by the General Fund.

The funding award is competitive and does not require a match. This is a one-time reallocation of funding grant award. There are no future or ongoing contributions required after the grant period ends; however, property items purchased with these funds must remain available to the unit for the duration of its existence and/or the useful life of the item.

This is not a mandated function although it supports the MCSO public safety mandate and provides benefits to the citizens by providing information and intelligence sharing among law enforcement agencies to prevent and/or respond to acts of terrorism or hazardous incidents,

as well as assist with communications during a disaster. This is reimbursement funding that will be used to purchase a software program license.

These revenues are not local revenues for the purpose of the constitutional expenditure limitation, and therefore, expenditures of these revenues are not prohibited by the budget law. (C-50-25-109-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

32. AMENDMENT TO SUBGRANTEE AGREEMENT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY – PROJECT #230813-04

Approve Amendment #2 to the Subgrantee Agreement from the Arizona Department of Homeland Security, Project #230813-04. The amendment extends the expiration date of the Agreement from June 30, 2025, until December 31, 2025. The modification is to extend a product subscription and expend the remaining balance of the grant award. All other terms and conditions are the same.

This funding award is recurring and there is no match requirement. It was competitively bid. The purpose for which it is being used it is not a mandated function.

This Amendment allows for an extension of the software subscriptions for continued user training sessions of the web-based product. This extension will allow MCSO to complete all activities by 12/31/2025. The original award amount of \$118,000 was approved on October 18, 2023 (C-50-24-050-X-00). (C-50-24-050-X-02)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

33. AMENDMENT TO AGREEMENT WITH TOWN OF CAVE CREEK FOR LAW ENFORCEMENT SERVICES

Approve Amendment 6 to the Agreement for Law Enforcement Services between the Town of Cave Creek and Maricopa County on behalf of the Sheriff's Office to extend the agreement for three months with an effective date of July 1, 2025. This amendment will extend the term end date to September 30, 2025. (C-50-19-006-3-06)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

34. MODIFICATION TO OPERATING AND FINANCIAL PLAN BETWEEN THE MARICOPA COUNTY AND THE U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, TONTO NATIONAL FOREST

Approve "Modification of Grant or Agreement" #4 to accept funding in the amount of \$100,400 for the CY 2025 Operating and Financial Plan (Exhibit A) between Maricopa County on behalf of the Maricopa County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Tonto National Forest. The reimbursement period will be the date of the last signature (approximately July 1, 2025), through December 31, 2025. Also approve an estimated amount of \$30,000 that is allowed for in the agreement for special enforcement situations that include but are not limited to fire emergencies, drug enforcement, and certain group gatherings for a total of \$130,400.

The MCSO Indirect Rate is 27.66%. Total grant indirect costs are estimated to be \$36,068.64, and none of this amount is recoverable. The unrecoverable amount of \$36,068.64 will be absorbed within the Sheriff's General Fund operations.

This grant award is multi-year and recurring. The Sheriff's Office has been providing these services for more than 30 years. The award does not require a cash contribution, nor an in-kind contribution, and there are no future or ongoing contributions required following the grant period. This service is not mandated; however, it furthers the Sheriff's public safety mandate. Funding is used to pay deputy overtime, and equipment related to this grant agreement for MCSO to assist in patrolling portions of the Tonto National Forest, located in Maricopa County.

Grant revenues are not local revenues for the purpose of the constitutional expenditure limitation, and therefore, expenditure of the funds is not prohibited by the budget law. (C-50-21-140-X-03)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

35. FUNDING FROM THE ARIZONA DEPARTMENT OF ADMINISTRATION FOR THE ARIZONA 9-1-1 PROGRAM FY2026

Approve acceptance of funding appropriation from the Arizona Department of Administration for the Arizona 9-1-1 Program of \$346,680. The term of this funding is July 1, 2025, through June 30, 2026. This is the second year this funding has been awarded to the Sheriff's Office and will be re-occurring. This is a competitive grant award. There is no match requirement, or future or ongoing contributions required when the funding period ends. The projected use of these funds is for the implementation and operation of MCSO's emergency telecommunication system.

These funds are statutory (ARS § 41-704) and indirect cost recovery is not allowed. The Sheriff's indirect cost rate for FY26 is 27.66%. The indirect cost basis is \$346,680 with a total indirect cost amount of \$95,891.69 to be absorbed by the General Fund.

This funding is for a mandated function (Ariz. Admin. Code R2-1-407) and will assist the MCSO Public Safety Answering Point (PSAP) perform activities related to implementation and operation of their emergency telecommunication system.

Grant revenues are not local revenues for the purpose of the constitutional expenditure limitation, and therefore, expenditures of these revenues are not prohibited by the budget law. (C-50-25-108-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

36. COMPETITION IMPRACTICABLE WITH MILLER MENDEL, INC

Approve a Competition Impracticable with Miller Mendel, Inc. (MMI), a Washington Corporation, and Maricopa County by and through the Maricopa County Sheriff's Office (Client) for eSOPH System License and Support Services with a six-month value of \$175,000 to be effective July 1, 2025.

The eSOPH System is a web-based software system designed and developed to assist with pre-employment background investigations, and all related Software. The eSOPH System allows MCSO to manage pre-employment background investigations of people who apply for employment and volunteer positions with the Office. (C-50-25-111-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

37. MULTI AGENCY IGA FOR ARIZONA CHILD ABDUCTION RESPONSE TEAM (CART)

Approve a multi-agency intergovernmental agreement for participation in the Arizona Child Abduction Response Team (CART). Several law enforcement agencies are parties to this agreement. All agencies shall be known collectively as the Arizona Child Abduction Response team agencies (CART) and any other public agencies, as that term is defined in A.R.S. § 11-951, which after invitation by the CART chiefs, comply with the provisions of A.R.S. §§11-951 et seq. and files an authorizing document with the County Recorder in the County in which the agency is located in that references this Agreement. This Agreement becomes effective upon execution by the parties and filing with the appropriate County Recorder (if required) and distribution to each member agency. It shall remain in effect until July 1, 2030. Parties may withdraw from this Agreement with or without cause by giving 30 calendar days written notice.

This is a non-financial agreement and each participating agency is responsible for its own employees and costs. The purpose of this agreement is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily regarding cases involving abducted children. (C-50-25-113-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

38. ONE-TIME ADDITION TO FLEET FOR MCSO MASH UNIT

Approve one-time addition to fleet of red-lined vehicle # 311538, a 2015 Ford Expedition EL with approximately 98,369 miles. This vehicle will be assigned to the Maricopa County Sheriff's Office (MCSO) MASH Unit. Also, approve exemption from markings per A.R.S. § 38-538-03

The annual operating expense for this vehicle is expected to be \$5,000 and will be absorbed by the Detention Fund. This vehicle will be retired at the end of its useful life with no funding from the general or detention fund for replacements. (C-50-25-112-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

39. ONE TIME ADDITION TO RICO FLEET

Approve one-time addition to the Sheriff's Undercover Racketeer Influenced and Corrupt Organizations (RICO) vehicle fleet of a 2018 Gray Jeep Renegade, valued at approximately \$15,214.00 with approximate mileage of 45,835. This vehicle was seized during an Maricopa County Sheriff's Office (MCSO) investigation and has been ordered by the Court for forfeiture. The vehicle will be used by MCSO Special Investigations Division and will be retired from the fleet when no longer useful, with no funding from the General Fund for replacement. The annual operating cost is anticipated to be \$5,000.

Per A.R.S. 38-538-03, approval by the Board is required for undercover registration and exemptions from markings, including non-governmental license plates. Undercover registration is requested to maintain safety and anonymity of the investigation cases for which it will be used. (C-50-25-114-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Treasurer - Tesorero

40. DELINQUENT PROPERTY TAX INTEREST WAIVER

Pursuant to A.R.S. § 42-18053(C), the attached delinquent property tax interest waiver is presented to the Board of Supervisors for consideration and approval. (C-43-25-089-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

41. TREASURER'S COLLECTIONS AND DISBURSEMENT SUMMARY FOR MAY 2025

Pursuant to A.R.S. § 11-501, accept the Treasurer's Collections and Disbursement Summary for May 2025, as on file in the clerk of the board's office and retained in accordance with Arizona State Library Archives and Public Records (ASLAPR) approved retention schedule. (C-43-25-090-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

COUNTY OFFICES AND DEPARTMENTS - DEPARTAMENTOS Y OFICINAS DEL CONDADO

Air Quality - Calidad del Aire

42. AGREEMENT WITH ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR VOLUNTARY LAWN AND GARDEN EMISSIONS REDUCTION PROGRAM

Approve and authorize the Chairman to execute a new Agreement between the Maricopa County Air Quality Department (MCAQD) and the Arizona Department of Environmental Quality (ADEQ). This agreement is for the continuation of the Lawn and Garden Emissions Reduction Program. This Agreement is effective from July 1, 2025 until June 30, 2026.

This agreement will allow the County to utilize any remaining program funds previously provided by ADEQ under agreement C-85-18-016-3-00 for the continuation of current program activities. Specifically, remaining ADEQ funds will be used exclusively for the cost of lawnmower and handheld garden device vouchers issued through the program as detailed in the program work plan submitted to ADEQ. (C-85-25-025-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

43. AMENDMENT WITH U.S. DEPARTMENT OF HOMELAND SECURITY FOR BIOWATCH PROGRAM

Approve an Amendment No. 1 between the United States Department of Homeland Security (DHS) and Maricopa County through the Air Quality Department for an extension of the grant period for DHS Award Number 06OHBIO00003-19 with no additional funding.

The BioWatch Program provides air-monitoring, analysis, notification procedures, and risk assessment to 30+ jurisdictions. This program can substantially minimize the catastrophic impact of a biological attack. Bio Watch is managed by the DHS Countering Weapons of Mass Destruction Office.

The Amendment extends the effective date for both the Agreement and the budget program periods until August 31, 2025. (C-85-25-001-X-01)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Animal Care and Control Services - Servicios de Control y Cuidado de Animales

44. AGREEMENT WITH PETCO ANIMAL SUPPLIES STORES, INC. FOR DOG LICENSE RENEWAL MAILINGS

Approve a fee for service agreement between Petco Animal Supplies Stores, Inc. (Petco) and Maricopa County Animal Care and Control (MCACC) for Dog License Renewal Mailings. The contract authorizes Petco to provide physical coupons for rabies vaccinations to MCACC's dog licensing vendor to be included in outgoing dog licensing mailers. This is a revenue only contract that falls outside of Maricopa County's Procurement Code and provides money savings offers to potential Petco customers while generating approximately \$60k annually for MCACC. The term of the Agreement shall commence on the Effective Date and continue until June 30, 2027, (the "Term"). This initial term of this Agreement will be for two (2) years and may be automatically renewed for three (3) successive one (1) year periods. (C-79-25-017-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

45. DONATIONS FUND BUDGET ADJUSTMENT

In accordance with A.R.S. §42-17106 (B), authorize the following adjustments to the FY 2025 Budget:

Increase the revenue and expenditure authority for the Animal Care and Control (D790) Animal Care Donations Fund (575) Operating (OPER) by \$123,467 due to receiving an increase of cash and in-kind donations beyond what was originally budgeted.

Donation funds are not local revenues for the purpose of the constitutional expenditure limitations and, therefore, expenditures of these revenues are not prohibited by the budget law. Approval of these actions will have an overall net impact of \$0 to the County Budget and does not alter the budget constraining the expenditure of local revenues duly adopted by the Board pursuant to A.R.S. §42-17105. (C-79-25-018-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

46. ANIMAL CARE AND CONTROL CONTINGENCY REQUEST

In accordance with A.R.S. 42-17106(B), approve the following adjustments to the FY 2025 budget:

1. Increase the revenue and expenditure authority in the Animal Care and Control (D790) Animal Control License/Shelter (572) Non Recurring (NRNP) budget by an amount not to exceed \$250,000.
2. Decrease the expenditure authority in the Non Departmental (D470) General Fund (100) Non Recurring (NRNP) budget in the line "Unreserved Contingency" (4711) by an amount not to exceed \$250,000.
3. Increase the expenditure authority in the Non Departmental (D470) General Fund (100) Non Recurring (NRNP) budget in the transfer line "Animal Care and Control Subsidy" by an amount not to exceed \$250,000.
4. Offsetting revenue and expenditure adjustments in the Eliminations (D980) Eliminations Fund (900) Non Recurring (NRNP) by an amount not to exceed \$250,000.

These actions will have a net zero impact on the County-wide budget and do not alter the budget constraining the expenditure of local revenues duly adopted by the Board pursuant to A.R.S. 42-17105 (C-79-25-019-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Elections - Elecciones

47. PRECINCT COMMITTEEMEN

Pursuant to A.R.S. §16-821(B), determine whether a vacancy (or vacancies) exists in the office of Precinct Committeeman and, if so, make appointments to that office. The list of suspected vacancies and recommended nominations is on file in the Clerk of the Board's Office and retained in accordance with Arizona State Library, Archives, and Public Records (ASLAPR) approved retention schedule. (C-21-25-038-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Enterprise Technology - Tecnología Empresarial

48. INTERGOVERNMENTAL TELECOM USE AGREEMENT WITH CITY OF PHOENIX MUNICIPAL COURT

Approve an Intergovernmental Technology Telecom Use Agreement (IGA) between Maricopa County Enterprise Technology and Innovation (ETI) and the City of Phoenix Municipal Court (Court). The IGA is for the Court's use of Maricopa County phone services at the shared County Intake, Transfer, and Release facility (ITR) at 2670 S. 28th Dr., Phoenix, Arizona. This IGA is effective July 1, 2025, and terminates on June 30, 2027 (Term). City of Phoenix will pay for the services, as invoiced by ETI each month and based on the Telecom Fee Schedule in Appendix A. The County may review these fees and costs at the end of the Term to ensure they continue to reflect the services rendered. (C-41-25-010-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

49. INTERGOVERNMENTAL TELECOM USE AGREEMENT WITH CITY OF PHOENIX PROSECUTOR'S OFFICE

Approve an Intergovernmental Technology Telecom Use Agreement (IGA) between Maricopa County Enterprise Technology and Innovation (ETI) and the City of Phoenix Prosecutor's Office (Prosecutor). The IGA is for the Prosecutor's use of Maricopa County phone services at the shared County Intake, Transfer, and Release facility (ITR) at 2670 S. 28th Dr., Phoenix, Arizona. This IGA is effective July 1, 2025, and terminates on June 30, 2027 (Term). City of Phoenix will pay for the services, as invoiced by ETI each month and based on the Telecom Fee Schedule in Appendix A. The County may review these fees and costs at the end of the Term to ensure they continue to reflect the services rendered. (C-41-25-008-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

50. INTERGOVERNMENTAL TELECOM USE AGREEMENT WITH CITY OF PHOENIX PUBLIC DEFENDER'S OFFICE

Approve an Intergovernmental Technology Telecom Use Agreement (IGA) between Maricopa County Enterprise Technology and Innovation (ETI) and the City of Phoenix Public Defender's Office (Defender). The IGA is for the Defender's use of Maricopa County phone services at the shared County Intake, Transfer, and Release facility (ITR) at 2670 S. 28th Dr., Phoenix, Arizona. This IGA is effective July 1, 2025, and terminates on June 30, 2027 (Term). City of Phoenix will pay for the services, as invoiced by ETI each month and based on the Telecom Fee Schedule in Appendix A. The County may review these fees and costs at the end of the Term to ensure they continue to reflect the services rendered. (C-41-25-009-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Finance - Finanzas

51. FUNDS TRANSFERS; WARRANTS - TRANSFERENCIAS DE FONDOS; WARRANTS

Approve regular and routine fund transfers, warrant reports 05/23/2025 through 06/05/2025, from the operating funds to clearing funds including payroll, journal entries, allocations, loans, and paid claims and authorize the issuance of the appropriate related warrants. Pursuant to A.R.S. §11-217(D) and A.R.S. §11-623, said warrants and claims are on file in the Clerk of the Board's office and retained in accordance with LAPR approved retention schedule. (C-18-25-087-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

52. NO-OBJECTION LETTER FOR FOREIGN TRADE ZONE FOR APPLE, INC.

Approve a "no-objection" letter for Apple, Inc. request for expansion of Foreign Trade Zone subzone at 3740 S. Signal Butte Rd, Mesa, AZ 85212, parcel 314-10-776 to be included in the Mesa Foreign Trade Zone No. 221, and reclassification of said site as Class 6 property under A.R.S. §42-12006 once it receives Foreign Trade Zone designation. Authorize the Chairman to sign said "no-objection" letter. The letter will be directed to the Foreign Trade-Zone Board, U.S. Department of Commerce. (C-18-25-102-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Human Resources - Recursos Humanos

53. MARKET RANGES

Pursuant to A.R.S §11-251 (38) and 251 (51), approve the addition, replacement, and/or deletion of Market Ranges to the authorized comprehensive listing of employee compensation Market Ranges previously approved by the Board of Supervisors and approve the addition and/or replacement of bi-weekly stipends for management/professional assignments (MPA) based upon the employee's full-time equivalent (FTE) status. See the attached spreadsheet for new and updated Market Ranges. (C-31-25-057-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

54. FY 2026 PERFORMANCE-BASED RETENTION PAY PLAN

Approve the FY 2026 Performance-Based Retention Pay Plan that uses allocated funding for retention pay and critical recruitment-based equity pay. This discretionary plan enhances retention and incentivizes employees' performance so they are engaged and continue to provide quality services to County residents.

This plan applies to the County's elected offices, appointed departments, the Judicial Branch of Maricopa County, which receives performance-based funding from Maricopa County, and the Flood Control District of Maricopa County and the Maricopa County Library District (Special Districts). The Board of Supervisors is authorized to jointly adopt policies applying to the Special Districts under the Intergovernmental Agreement, C-06-18-393-6-00, approved on April 11, 2018. (C-31-25-058-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Human Services - Servicios Humanos

55. AMENDMENT TO IGA WITH CITY OF AVONDALE FOR HOME INVESTMENT PARTNERSHIP PROGRAM ACTIVITIES

Approve financial Amendment No. 4 to the Intergovernmental Agreement ("Agreement") between the City of Avondale ("City") and Maricopa County (the "County") administered by its Human Services Department. The purpose of the Agreement is for the City to provide down payment assistance, closing costs, principal reduction, and other appropriate assistance to eligible first-time homebuyers, as well as provide Tenant Based Rental Assistance (TBRA) to help prevent homelessness by providing decent and affordable rental housing for eligible families in need. The County has provided the City with total Agreement funding in the amount of \$1,063,293 for Work Statement activities, provided to the County

through the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME) funding under ALN 14.239. The Agreement term is April 21, 2021, through September 30, 2027. The County and the City collectively are referred to as the "Parties."

The purpose of the Amendment is to address the following:

- A. Extend the Agreement Termination date from September 30, 2027, through September 30, 2028.
- B. Revise Section III (Work Statement) to add an additional Work Statement hereinafter referred to as "2021 Home-ARP Work Statement". The 2021 Home-ARP Work Statement is for the City to deliver eligible supportive services to qualified residents. The County shall provide the City with \$371,794 for the Work Statement activities provided by PY21 HUD HOME Investment Partnerships Program-American Rescue Plan Act (HOME-ARP) funds under ALN 14.239. All work performed or cost incurred or expensed shall be reimbursable through September 30, 2028.
- C. The Agreement funding amount shall now be increased from \$1,063,293 to \$1,435,087 in HUD HOME funds.

Amendment No. 4 shall be effective upon approval and signature by both Parties.
Supervisory Districts: 5 (C-22-21-093-X-04)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

56. AMENDMENT TO IGA WITH TOWN OF YOUNGTOWN FOR COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITIES

Approve financial Amendment No. 1 to the Intergovernmental Agreement ("Agreement") between the Town of Youngtown ("Subrecipient") and Maricopa County the ("County") administered by its Human Services Department. The purpose of the Agreement is for the Subrecipient to complete improvements to sidewalks to include installation of curb ramps ensuring ADA Compliance and construction of retaining walls, creating safe walkways in the Town of Youngtown. The County provided the Subrecipient with \$1,000,000 in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program Year 2024/Fiscal Year 2025 (PY/FY 24/25) funds under Assistance Listing Number (ALN) 14.218. The term of this Agreement shall commence October 1, 2024, through September 30, 2026.

The purpose of Amendment No. 1 is to address the following:

- A. The Agreement total funding amount shall hereby increase by \$50,400.90 in PY24-FY25 (HUD) Community Development Block Grant (CDBG) funds under ALN 14.218.
 - B. Revise the Agreement Amount on Page 1 to reflect a new total Agreement funding amount of \$1,050,400.90.
 - C. Revise Section 1 (General Provisions), Paragraph 46.0 (Nondiscrimination, Equal Opportunity and Equal Access), Subparagraph 46.2 in its entirety.
 - D. Revise Section 3 (Work Statement), Paragraph 5.0 (Budget), and replace it in its entirety
- Supervisory District: 4 (C-22-25-019-X-01)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

57. AMENDMENT TO IGA WITH THE CITY OF PEORIA

Approve financial Amendment No. 1 to the Intergovernmental Agreement between the City of Peoria (City), and Maricopa County (County) administered by its Human Services Department. The purpose of the Agreement is to establish a collaboration between the Parties to reduce homelessness in Maricopa County through the County's "Hand in Hand" program (the Program). Program outreach will include a combination of case management, coordination with municipal entities, workforce and mental health care connections and substance use support. The Agreement term is July 1, 2024, through June 30, 2025. Under the Agreement, the City provided \$75,000 to the County for program service delivery.

The purpose of the Amendment is to address the following:

- A. The City shall provide the County with \$75,000 for the period of July 1, 2025, through June 30, 2026, Fiscal Year 2026.
- B. Extend the Agreement term through June 30, 2026.
- C. Add the City of Peoria's Unique Entity Identifier (UEI) ID Number to Page 1 of the Agreement (ML1ZY81QDEW8).
- D. Revise Paragraph 2.0 (Purpose) and replace Subparagraph 2.1 in its entirety.
- E. Revise Paragraph 8.0 (Responsibilities of Organizations) and replace in its entirety.
- F. Revise Paragraph 10.0 (Notices) by updating the County point of contact.
- G. Add required language to the Agreement, Paragraphs 24.0 through 46.0.

This is a non-reoccurring Agreement that is entered by the Parties through a non-competitive process. Cash, match, or in-kind are not required. The County does not have any obligations after the Agreement term. The services provided under this Agreement are not mandated services but provide a benefit to the residents of Maricopa County by increasing the availability of outreach services to individuals and families experience homelessness.

The Human Services Department provisional indirect rate for FY2025, approved by the U.S. Department of Health and Human Services is 24.0% for salaries and employee related expenses. The Agreement funds are \$75,000 of which \$0 is for salaries and ERE, therefore indirect costs are \$0 and are not subject to indirect cost recovery.

Grant revenues are not local revenues for the purpose of the constitutional expenditure limitation, and therefore, expenditure of the revenues is not prohibited by the budget law. This Agreement does not alter the budget constraining expenditures of local revenues duly adopted by the Board pursuant to A.R.S. 42-17105. The overall grant budget will be adjusted as necessary to accommodate this Amendment through future budget reconciliation

This Agreement does not impact the County General Funds.

This Amendment shall be effective upon approval and signature by both Parties. Supervisory District: 4 (C-22-24-099-X-02)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

58. AMENDMENT TO IGA WITH THE CITY OF BUCKEYE FOR COMMUNITY ACTION PROGRAM ACTIVITIES

Approve financial Amendment No. 3 to the Intergovernmental Agreement (IGA) between the City of Buckeye and Maricopa County, administered by its Human Services Department (County) Community Resilience Division. The County and the Contractor collectively are referred to as the "Parties."

The County contracts with the City for the provision of Community Action Program (CAP) services in specific geographic areas and service boundaries. CAP services include the delivery of Crisis Case Management and the coordination of services to assist low-income households in crisis situations move closer to economic self-sufficiency. The County provided the Contractor with \$165,000 for Fiscal Year 2025 for service delivery. This funding is made available to the County through an Intergovernmental Agreement with the Arizona Department of Economic Security (ADES), under contract DI20-002264, comprised of Community Services Block Grant (CSBG), Low Income Home Energy Assistance Program (LIHEAP) and American Rescue Plan Act (ARPA) and County General Funds. The term of the Agreement is July 1, 2024, through June 30, 2025.

The purpose of Amendment No. 3 is to address the following:

- A. Extend the Agreement term from July 1, 2025, through June 30, 2026.
- B. Retroactive to July 1, 2024, Fiscal Year 2025, as amended, in accordance with 2 C.F.R. 200.331(a), the City of Buckeye shall be identified as "Subrecipient" for the purpose of carrying out the activities identified in the Work Statement in Section 3.
- C. Revise the Agreement funding by an amount not to exceed \$165,000 for Fiscal Year 2026. The funding sources for this Amendment may include but are not limited to the following: 93.569 Community Services Block Grant (CSBG), 93.568 Low Income Home Energy Assistance Program (LIHEAP), 21.027 Coronavirus State and Local fiscal Recovery Funds (SLFRF).
- D. Update County point of contact.
- E. Revise Section 1 (General Provisions) to update Administrative Change Order Language and add Acronyms and Definitions language.
- F. Revise Section 2 (Special Provisions) Paragraph 4.0 (System for Award Management), to add subparagraph 4.4
- G. Revise and replace Section 3 (Work Statement) in its entirety.
- H. Incorporate Federal Award Identification Number (FAIN) and Award Date in the Agreement.
- I. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) and replace the Operating Budget by incorporating a new attached Operating Budget into the Agreement. The County shall provide the Subrecipient with a not to exceed amount of \$165,000 for the period of July 1, 2025, through June 30, 2026 (Fiscal Year 2026). Unexpended funds from Fiscal Year 2025 shall not be available for expenditures in Fiscal Year 2026.
- J. In accordance with 2 CFR 200.332(b)(1)(xii), the County shall provide the Subrecipient with the FY2026 final expenditure dollar amounts made available under each federal award program (according to Assistance Listing Number (ALN) within 60 days after June 30, 2026.

This Amendment No. 3 shall be effective upon approval and signature by both Parties.
Supervisor District: 4 and 5 (C-22-22-111-X-03)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

59. AMENDMENT TO IGA WITH THE CITY OF SURPRISE FOR COMMUNITY ACTION PROGRAM ACTIVITIES

Approve financial Amendment No. 6 to the Intergovernmental Agreement (Agreement) between the City of Surprise and Maricopa County, administered by its Human Services Department (County) Community Resilience Division. The County and the Contractor collectively are referred to as the "Parties."

The County contracts with the City for the provision of Community Action Program (CAP) services in specific geographic areas and service boundaries. CAP services include the delivery of Crisis Case Management and the coordination of services to assist low-income households in crisis situations move closer to economic self-sufficiency. The County provided the Contractor with \$390,324 for Fiscal Year 2025 for service delivery. This funding is made available to the County through an Intergovernmental Agreement with the Arizona Department of Economic Security (ADES), under contract DI20-002264, comprised of Community Services Block Grant (CSBG), Low Income Home Energy Assistance Program (LIHEAP) and American Rescue Plan Act (ARPA) and County General Funds. The term of the Agreement is July 1, 2024, through June 30, 2025.

The purpose of Amendment No. 6 is to address the following:

- A. Extend the Agreement term from July 1, 2025, through June 30, 2026.
- B. Retroactive to July 1, 2024, Fiscal Year 2025, as amended, in accordance with 2 C.F.R. 200.331(a), the City of Surprise shall be identified as "Subrecipient" for the purpose of carrying out the activities identified in the Work Statement in Section 3.
- C. Revise the Agreement funding by an amount not to exceed \$386,100 for Fiscal Year 2026. The funding sources for this Amendment may include but are not limited to the following: 93.569 Community Service Block Grant (CSBG), 93.568 Low Income Home Energy Assistance Program (LIHEAP), 21.027 Coronavirus State and Local fiscal Recovery Funds (SLFRF).
- D. Revise Section 1 (General Provisions) to add required Agreement clause.
- E. Revise Section 2 (Special Provisions) Paragraph 4.0 (System for Award Management), to add subparagraph 4.4.
- F. Revise and replace Section 3 (Work Statement) in its entirety.
- G. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) and replace the the Operating Budget by incorporating a new attached Operating Budget into the Agreement. The County shall provide the Subrecipient with a not to exceed amount of \$386,100 for the period of July 1, 2025, through June 30, 2026 (Fiscal Year 2026). Unexpended funds from Fiscal Year 2025 shall not be available for expenditures in Fiscal Year 2026.
- H. In accordance with 2 CFR 200.332(b)(1)(xii), the County shall provide the Subrecipient with the FY2026 final expenditure dollar amounts made available under each federal award program (according to Assistance Listing Number (ALN) within 60 days after June 30, 2026.

This Amendment No. 6 shall be effective upon approval and signature by both Parties.
Supervisor District: 4 (C-22-22-110-X-06)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

60. AMENDMENT TO DATA SHARING AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Approve an Amendment to the Data Sharing Agreement "Agreement" (DES Agreement No. 245501) between Arizona Department of Economic Security (DES) and Maricopa County (County) administered by its Human Services Department. The Agreement will allow the Human Services Workforce Development Division program access to the DES' Arizona Job Connection (AJC) and Unemployment Compensation (UI) databases. The Term of the Agreement is five (5) years from the effective date of March 4, 2024.

The purpose of the Amendment is to address the following:

A. Revise the Data Sharing Agreement, by removing all language for General Unemployment Insurance Development Effort (GUIDE) application and replace it with Comprehensive Arizona Claims Tracking and Unemployment Insurance Support (CACTUS) System.

DES maintains database systems that must be accessed by Workforce Development Division staff members to enroll individuals in Workforce Innovation Opportunity Act (WIOA) programs, complete case management and report performance measures as required by WIOA funding. Approval of this Amendment will ensure Maricopa County remains contract compliant with DES.

This update will provide the Workforce Development Division's access to DES Unemployment Insurance data on CACTUS system with "External View Only Access."
Supervisory District: All (C-22-24-079-X-01)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

61. AMENDMENT TO IGA WITH SCOTTSDALE UNIFIED SCHOOL DISTRICT

Approve non-financial Amendment No. 2 to the Intergovernmental Agreement (Agreement) with Scottsdale Unified School District (District) and Maricopa County administered by its Human Services Department (County), Head Start program. The purpose of this Agreement is to establish the process for collaboration between the Parties to provide services to preschool children, including children with disabilities as defined in A.R.S. § 15-761, ages three years old to kindergarten-eligible five years old, in compliance with Federal and State laws and regulations, and in accordance with District policies and the Improving Head Start for School Readiness Act of 2007 (42 U.S.C. §§ 9801, et seq.).

The purpose of Amendment No. 2 is to address the following:

- A. Extend the Agreement term from July 1, 2025, through June 30, 2027 (renewal option #2).
- B. Update County point of contact.
- C. Revise Paragraph 7.0 (Administrative Change Orders), by removing it in its entirety and replacing it with new language.

This Amendment No. 2 shall be effective upon approval and signature by both Parties.
Supervisory District: 2 (C-22-21-002-X-04)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

62. MOU WITH CITY OF GLENDALE FOR WORKFORCE DEVELOPMENT SERVICES

Approve non-financial Memorandum of Understanding (MOU) between City of Glendale (City) and Maricopa County, administered by its Human Services Department (County), Workforce Development Division. The City and County are collectively referred to herein as the "Parties" and individually as "Party."

The purpose of this non-financial Memorandum of Understanding is to integrate the County's Workforce development system into the City's social and community services resources network. The Parties' goal is to support workforce development activities and training efforts that will enable the local employers to attract and retain top talent, as well as to provide adult and youth job seekers with Workforce Innovation and Opportunity Act (WIOA) program services ("Program"). The integrated service delivery model will be located at the Glendale Elementary School District (GESD) System of Care Center (SoCC) located at 7677 W Bethany Home Rd, Glendale, AZ 85303. The County shall assign a County Workforce Development Coordinator to be located at the SoCC facility for 40 hours per week.

The term of this MOU shall be retroactive to and effective 4/01/2025 through 12/31/2025. There is no option for renewal. Supervisory District: 5 (C-22-25-055-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

63. RENEWAL TO REVOCABLE LICENSE AGREEMENT WITH CITY OF SCOTTSDALE

Approve and execute the Revocable License Agreement between City of Scottsdale ("City") and Maricopa County ("Licensee"). The City owns the property located at 6535 East Osborn Road, Scottsdale, AZ. Maricopa County Human Services Department's Early Education Division utilizes a portion of the property to provide Head Start services.

The license term will commence July 1, 2025, through June 30, 2028. For the Term of this Agreement, the Licensee shall pay to the City an annual Use Fee of \$30,900.00, or \$7,725.00 quarterly, which is calculated as \$10.00 per square foot x 3,090 sq. ft. In addition, The Licensee shall pay to the City \$12,607.20 annually or \$3,151.80 per quarter for electricity ("Utility Fee") based on \$0.34 per square foot per month for during the term of the Agreement. Licensee shall provide janitorial and trash disposal services. Total annual estimated costs will be \$43,507.20 plus any incurred rental tax of 2.25%, for a not to exceed total of \$44,202.45.

Approval of this Agreement will not impact the County General Funds.

This licensed property is in Supervisor District 2 (C-22-25-056-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

64. HEAD START MONTHLY REPORT APRIL 2025

Receive the Head Start report for April 2025, submitted by the Human Services Department.

- Program Enrollment
- Number of Children Served with Disabilities
- Program Eligible Children on Waitlist
- Funding Amount and Expenditures
- Parent Education & Volunteer Hours (C-22-25-057-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Parks and Recreation - Parques y Recreación

65. DONATION REPORT - PARKS AND RECREATION

In accordance with County Policy A2508, accept the monthly donation report received from Parks and Recreation for April 2025, for a cash value of \$1,342.49 and non-cash value of \$0. (C-06-25-405-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Procurement Services - Servicios de Adquisiciones

66. 250052-RFP, EMPLOYEE PREPAID DENTAL PLAN SERVICES

Approve the contract for award between Maricopa County and Cigna Health and Life Insurance Company dba Cigna. The purpose of the contract is to provide the second dental plan option for employees and their dependents under the menu of the County's approved benefit options. This option is the fully insured prepaid dental network and replaces existing contract 190174-RFP Employee Prepaid Dental Services. Services include a dental provider network, payment of patient claims, and a plan that includes a patient charge schedule for services and pre-established member co-pay amounts. This contract award is for an estimate of \$800,000.00 for three years until December 31, 2028, with a maximum of three one-year renewal options. The effective date of the contract will be January 1, 2026. (C-73-25-044-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

67. 250103-S, PUBLICATION OF PUBLIC LEGAL NOTICES AND ADVERTISING

Approve the contract for award between Maricopa County and Gannett Media Corp dba: Gannett Arizona LocalIQ/Arizona Republic/Arizona Business Gazette at an estimate of \$100,000.00 over two (2) years until 06/30/2027 and the County may renew the term of this contract up to a maximum of three (3) additional years. The effective date of the contract will be 07/01/2025. The purpose of the contract is to provide to Maricopa County printing and/or publishing services for all public legal notices and advertising requiring publication, in accordance with Arizona Revised Statutes (A.R.S.) § 11-255. (C-73-25-045-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Public Health - Salud Pública

68. AMENDMENT TO COMPETITION IMPRACTICABLE (CI) CONTRACT WITH CDC FOUNDATION

Approve Amendment 2 to the Competition Impracticable (CI) contract between the CDC Foundation and Maricopa County, by and through the Department of Public Health (MCDPH). This amendment shall extend the expiration date to August 30, 2028, as well as add an additional \$1,140,946 for the additional 38 months. This will bring the not to exceed (NTE) amount to \$1,727,228.26.

The Competition Impracticable Procurement is in accordance with Maricopa County Procurement Code MC-351 "Competition Impracticable" exceeding the \$100,000 threshold. (C-86-23-165-X-02)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

69. AMENDMENT TO IGA WITH CITY OF GLENDALE FOR HEAT RELIEF SERVICES

Approve retroactive Amendment No. 1 to Intergovernmental Agreement (IGA) between the City of Glendale, Arizona, and Maricopa County by and through its Department of Public Health (MCDPH) to provide grant funding for Heat Relief services.

I. The above-named IGA is hereby amended as specified on attached Amendment No. 1 contract:

Revise Section III, 3. WORK STATEMENT

Revise Section III, 6. BUDGET SCHEDULE

Revise Section III, 7. PROJECT SCHEDULE

Revise Section IV, 2. METHOD OF PAYMENT

Revise Section IV, 4. NOTICE

II. All other terms and conditions of the original contracts shall remain in full force and effect

The purpose of this Amendment is to allow MCDPH to provide funding to the City of Glendale, AZ, to increase access to heat relief in locations in Glendale. The Heat Relief Centers shall meet basic needs by ensuring air-conditioned space, hydration, and food are available to allow people to recover from heat exposure. The not-to-exceed amount is \$408,914 for the budget period April 01, 2025, through December 31, 2025. The contract term is April 01, 2024, through December 31, 2026. (C-86-24-170-X-01)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

70. AMENDMENT TO ACCEPT GRANT FUNDS FROM ARIZONA CHILDHOOD DEVELOPMENT AND HEALTH BOARD (FIRST THING FIRST), THE SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL FOR CHILD CARE HEALTH CONSULTATION

Approve the renewal of grant funds from Arizona Childhood Development and Health Board (First Thing First), Contract Number GRA-STATE-24-1244-01-Y3 for the Child Care Health Consultation (CCHC) strategy program. The not-to-exceed amount is \$2,403,440. The Grant Agreement term is July 1, 2025, through June 30, 2026.

CCHC strategy is one of the components of the Quality First program model. Quality First provides support to early care and education and preschool providers throughout the state of Arizona that help improve the quality of early learning settings.

This grant award is reoccurring and has been awarded to the department in previous years. It is non-competitive and there is no cash or in-kind match required. Future ongoing cash contributions are not required after the grant period. The grant award is not a mandated function but is a benefit to the public through the evidence-based strategy of providing Child Care Health Consultation services to childcare centers and homes in Maricopa County.

This grant deviates from County Policy A2505 and does not allow for full indirect cost reimbursement, but a maximum of 10% indirect cost reimbursement as delegated in the Grant Agreement. MCDPH indirect rate for FY26 is 16.69%. The full indirect costs are estimated at \$30,345.45 of which \$18,181.82 is recoverable and \$12,163.64 is unrecoverable. Program costs not covered by the grant will be subsidized by the MCDPH indirect cost pool. Departmental indirect rates are re-established at the beginning of each fiscal year and the future indirect rates will be collected at the corresponding rates.

Grant revenues are not local revenues for the purpose of the constitutional expenditure limitation, and therefore expenditure of the revenues is not prohibited by the budget law. This Amendment does not alter the budget constraining expenditures of local revenues duly adopted by the Board pursuant to A.R.S. 42-17105. The overall grant budget will be adjusted as necessary to accommodate this grant through a future reconciliation. Funding for this Agreement is provided by a Grant from AECDHB FTF and will not affect the County's general fund. (C-86-24-002-X-04)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

71. AMENDMENT TO ACCEPT GRANT FUNDS FROM ARIZONA CHILDHOOD DEVELOPMENT AND HEALTH BOARD (FIRST THING FIRST), THE SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL FOR CHILD CARE HEALTH CONSULTATION TECHNICAL ASSISTANCE

Approve the Grant Renewal Amendment of grant funds from Arizona Childhood Development and Health Board (First Thing First), Contract Number GRA-STATE-24-1254-01-Y3 for the Child Care Health Consultation (CCHC) Technical Assistance (TA) program. The not-to-exceed amount is \$134,048. The Grant Agreement term is July 1, 2025, through June 30, 2026.

The CCHC TA program offers training and technical assistance to new childcare health consultants, training for Health and Safety Specialists in childcare programs and professional development opportunities for health consultants.

This grant award is reoccurring and has been awarded to the department in previous years. It is non-competitive and there is no cash or in-kind match required. The grant award is not a mandated function but is a benefit to the public through the training and technical assistance provided to childcare health consultants in Maricopa County.

This grant deviates from County Policy A2505 and does not allow for full indirect cost reimbursement, but a maximum of 10% indirect cost reimbursement as delegated in the Grant Agreement. MCDPH indirect rate for FY26 is 16.69%. The full indirect costs are estimated at \$20,338.74 of which \$12,186.18 is recoverable and \$8,152.56 is unrecoverable.

Program costs not covered by the grant will be subsidized by the MCDPH indirect cost pool. Departmental indirect rates are re-established at the beginning of each fiscal year and the future indirect rates will be collected at the corresponding rates.

Grant revenues are not local revenues for the purpose of the constitutional expenditure limitation, and therefore expenditure of the revenues is not prohibited by the budget law. This Amendment does not alter the budget constraining expenditures of local revenues duly adopted by the Board pursuant to A.R.S. 42-17105. The overall grant budget will be adjusted as necessary to accommodate this grant through a future reconciliation. Funding for this Agreement is provided by a Grant from AECDHB FTF and will not affect the County's general fund. (C-86-24-001-X-02)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

72. AMENDMENT TO IGA WITH MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT DBA VALLEYWISE HEALTH

Approve Amendment No. 5 to Intergovernmental Agreement (IGA) between Maricopa County Special Health Care District (MCSHCD) dba Valleywise Health and Maricopa County by and through the Department of Public Health for expenditures and improvements of behavioral health facilities.

I. The Parties agree to enter this Amendment No. 5 to amend the agreement as follows:

The Agreement is hereby extended through December 31, 2025.

II. Section II above contains all the changes made by this Amendment No. 5. All other terms and conditions of the Agreement and prior Amendments shall remain in full force and effect as executed by the Parties.

III. The Parties have authorized the undersigned to execute this Amendment No. 5 on their behalf, and it shall be effective upon approval and signature by the parties. (C-95-22-025-X-05)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

73. PURCHASE ORDER FOR IGA WITH ARIZONA DEPARTMENT OF HEALTH SERVICES FOR SUICIDE PREVENTION STAFFING AND PROGRAMMING

Approve a retroactive purchase order (PO), for Intergovernmental Agreement (IGA) CTR075828 between Arizona Department of Health Services (ADHS) and Maricopa County by and through its Department of Public Health (MCDPH) for Suicide Prevention Staffing and Programming. The PO was issued by ADHS on May 23, 2025. The not-to-exceed amount

is \$209,999.58 for the budget period of January 1, 2025, to December 31, 2025. The IGA term is January 01, 2024, through December 31, 2029.

This purpose of this IGA is to reduce suicides in Maricopa County by expanding public health staff capacity for suicide prevention activities.

This is a non-recurring, one-time grant that has been awarded to MCDPH and it is unknown if it will be awarded again. It is non-competitive and there is no cash or in-kind match required. This grant is not a mandated function but provides a valuable service to the community. No future or ongoing contributions are required after the grant period ends.

The Department of Health's indirect rate for FY25 is 15.79%. Indirect costs are estimated at \$28,637.13, all of which is recoverable. Departmental indirect rates are re-established at the beginning of each fiscal year, future indirect rates will be collected at the corresponding rates.

Grant revenues are not local revenues for the purpose of the constitutional expenditure limitation, and therefore expenditure of the revenues is not prohibited by the budget law. This Agreement does not alter the budget constraining expenditures of local revenues duly adopted by the Board pursuant to A.R.S. §42-17105. The overall grant budget will be adjusted as necessary to accommodate this grant through a future reconciliation. Funding for this Agreement is provided by state funding from Prop 207 proceeds, through ADHS and will not affect the County's general fund. (C-86-24-146-X-02)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

74. PURCHASE ORDER FOR IGA WITH ARIZONA DEPARTMENT OF HEALTH SERVICES FOR BIRTH DEFECTS MONITORING

Approve retroactive purchase orders (PO) PO735220 and PO688957-3 for Intergovernmental Agreement (IGA) CTR058175 between the Arizona Department of Health Services (ADHS) and Maricopa County by and through its Department of Public Health (MCDPH) for the Arizona Birth Defects Monitoring Program. These POs were received from ADHS on January 16, 2025, and March 12, 2025, respectively. The funding totals \$117,189.76 for the period of January 1, 2025, through December 31, 2025. The term of the IGA is January 1, 2022, through December 31, 2025.

The delay in processing these POs resulted from an administrative oversight, and we are seeking approval to retroactively align them with the current program period and ensure funding compliance

The Department of Public Health's indirect rate for FY25 is 15.79%. Grant indirect costs are fully recoverable in the amount of \$15,980.88. The grant award is not mandated service but provides a valuable benefit to the citizens of Maricopa County through surveillance, referral, and prevention activities related to birth defects. This award was non-competitive and has been awarded to the Department twice. There is no cash or in-kind matching requirement. Nor should ongoing cash contributions.

Grant revenues are not local revenues for the purpose of the constitutional expenditure limitation, and therefore expenditure of the revenues is not prohibited by the budget law. This

Amendment does not alter the budget constraining expenditures of local revenues duly adopted by the Board pursuant to A.R.S. 42-17105. The overall grant budget will be adjusted as necessary to accommodate this grant through a future reconciliation. Funding for this grant is provided by ADHS and will not affect the County general fund. (C-86-22-132-X-05)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Real Estate - Bienes Raíces

75. LICENSE AND FEE AGREEMENT WITH DONOR NETWORK OF ARIZONA

Approve and execute the License and Fee Agreement with Donor Network of Arizona (DNA), an Arizona non-profit corporation (Licensee), for non-exclusive use of space at County-owned property located at 701 W. Jefferson Street for the purpose of organ and tissue recovery.

This License and Fee Agreement is from July 1, 2025 through June 30, 2030. The County may terminate the License with or without cause upon 90-days' written notice to Licensee.

This Licensed property is located in Supervisorial District 5. (C-18-08-018-1-07)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

76. AB-0388 – COUNTY RIGHT OF WAY QUIT CLAIM TO CITY OF CHANDLER

Pursuant to Collins v. Wayland, 59 Ariz. 340, approve a Quit Claim Deed to the City of Chandler for a portion of road right-of-way that was annexed by the City of Chandler in 1970. The developer is requesting a deed clarifying ownership.

In addition, direct the Clerk of the Board to record the Board of Supervisors approved Quit Claim Deed clarifying the previous transfer of right-of-way to City of Chandler. (C-78-25-046-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Transportation - Transportación

77. ACCESS AGREEMENT WITH THE UNITED STATES OF AMERICA FOR ENVIRONMENTAL MONITORING: LUKE AIR FORCE BASE

Approve an access agreement with the United States of America (Luke Air Force Base) for environmental groundwater monitoring. The agreement is for a one (1) year duration with automatic renewals for four (4) subsequent periods of the same length as the initial Term.

- West Maryland Avenue and North 125th Lane
 - North El Mirage Road and West Maryland Avenue
 - North 127th Avenue and West Keim Drive
- Supervisory District No. 4 (C-64-25-123-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

78. BENTLEY SYSTEMS, INC. SOFTWARE RENEWAL FOR EPS365 PROGRAM AGREEMENT

Maricopa County Department of Transportation (MCDOT) is requesting approval of a five (5) year agreement (July 1, 2025 through June 30, 2030) with Bentley Systems, Inc. for their Enterprise 365 Public Sector (EPS365) Program. Bentley Systems is the CADD (computer-aided design & drafting) software MCDOT uses for projects.

The new EPS365 Program contract will be five (5) years, renewed annually through June 30, 2030. (attached document):

Year 1 Fee total is to be \$192,335 + estimated tax \$18,464.16 = \$210,799.16
Year 2 Fee total is to be \$207,722 + estimated tax \$19,941.31 = \$227,663.31
Year 3 Fee total is to be \$224,339 + estimated tax \$21,536.54 = \$245,875.54
Year 4 Fee total is to be \$242,286 + estimated tax \$23,259.46 = \$265,545.46
Year 5 Fee total is to be \$261,669 + estimated tax \$25,120.22 = \$286,789.22
(tax based on highest tax rate paid in the last contract of 9.6%)

The requested total is one million, two hundred thirty-six thousand, six hundred seventy-two dollars and sixty-nine cents (\$1,236,672.69).

Supervisory District No. 1, 2, 3, 4 & 5 (C-64-25-122-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

79. ROAD ABANDONMENT: ROAD FILE NO. AB-0384

Pursuant to A.R.S. §28-6701(B)(C), 7205 and 7215(B), adopt Resolution AB-0384 to abandon a portion of W Chiricahua Rd in the vicinity of N 27th Ave and W Estrella Rd by abandoning a portion of the right of way, which was conveyed to Maricopa County on October 17th, 1997 and recorded in the office of the Maricopa County Recorder in Instrument No. 1997-0728572.

General Vicinity: N 27th Ave and W Estrella Rd at Address 49916 N 25th Ave, New River AZ 85087, and is north of Assessor's Parcel 202-06-086.

Supervisory District No. 3 (C-64-25-119-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

80. TRANSFER OF COUNTY RIGHT-OF-WAY TO THE CITY OF MESA: ORDINANCE NO. 5922

Pursuant to ARS §9-471(O), approve the transfer of County right-of-way to the City of Mesa, Arizona. The County right-of-way is situated along Elliot Rd. between Sossaman Rd. and west 2974 feet. In accordance with Mesa Ordinance 5922 the transferred right-of-way will be treated as newly annexed territory.

General Vicinity: Elliot Rd. from Sossaman Rd. to 2974 feet west. Supervisory District No. 1

In addition, direct the Clerk of the Board to record the Clerk Certification with the recorded City Ordinance with the County Recorder. (C-64-25-120-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

81. TERMINATION OF JOINT PROJECT AGREEMENT WITH NORTHERN CITRUS LLP

Approve the Termination of Joint Project Agreement between Maricopa County and Northern Citrus LLP to construct improvements to Northern Avenue and Citrus Road.

The agreement being terminated included a smaller interim improvement that was to be constructed by the developer. This interim improvement is no longer feasible and is being terminated. A new agreement will be entered into, placing the County in charge of building a full intersection, with the contractor providing 25% of the cost of the intersection

Supervisory District No. 4 (C-64-25-080-X-02)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

82. EASEMENT, RIGHT OF WAY, AND RELOCATION ASSISTANCE DOCUMENTS

Approve easements, right of way documents, and relocation assistance for highway and public purposes as authorized by road file resolutions or previous Board of Supervisors' actions.

A. Project: TT0008 Dedication DD10941 Cotton Ln and Northern Ave - NC
Item#: D25353 – APN: 501-04-009Y – Grantor: Cotton & Northern SPE LLC
A1. Dedication Agreement and Escrow Instructions
A2. Warranty Deed
Supervisory District 4

B. Project: TT0008 Dedication DD10941 Cotton Ln and Northern Ave - NC
Item#: D25352 – APN: 501-04-013A – Grantor: Maricopa County Municipal Water
Conservation District Number One
B1. Warranty Deed
Supervisory District 4

C. Project: TT0011 Aguila Area ROW - AH
Item #: D25208 – APN: 506-05-036B – Grantors: Anthony Canto and Megan Lowe
C1. Purchase Agreement and Escrow Instructions
C2. Warranty Deed
Supervisory District 4

D. Project: TT0606 Peak View Low Volume Road - DO
Item #: D24522– APN: 503-47-001G – Grantor: Lois Jean Dresser
D1. Purchase Agreement and Escrow Instructions
D2. Warranty Deed
Supervisory District 4

E. Project: TT0609 Tonto Hills Low Volume Roads - JC
Item#: D24507 – APN: 219-12-105 – Grantor: Angelo Chiarenza Trust
E1. Temporary Construction Easement
Supervisory District 2

F. Project: TT0657 227th Ave from Montgomery to Dove Valley
Item #: D24999 – APN: 503-39-020P – Grantors: Genaro Navarro Ramos and Daniela Alcocer
F1. Purchase Agreement and Escrow Instructions
F2. Warranty Deed
Supervisory District 4 (C-78-25-044-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

INDUSTRIAL DEVELOPMENT AUTHORITY - AUTORIDAD PARA EL DESARROLLO INDUSTRIAL

83. ADOPT A RESOLUTION APPROVING THE ISSUANCE OF BONDS FOR THE BENEFIT OF CARPE DIEM COLLEGIATE HIGH SCHOOL REGARDING THE DESERT VIEW MIDDLE SCHOOL PROJECT

Adopt a resolution to approve the issuance of The Industrial Development Authority of the County of Maricopa Charter School Revenue Bonds and/or Charter School Revenue Refunding Bonds (Desert View Middle School Project), Series 2025, in an aggregate principal amount not to exceed \$22,000,000. (C-20-25-022-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

SETTING OF HEARINGS - CONFIGURACIÓN DE AUDIENCIAS

~All hearings will be held at 9:30 am, 205 W. Jefferson, Phoenix, unless otherwise noted~

~Todas las audiciones será tenidas a las 9:30 de la Mañana, 205 W. Jefferson, Phoenix, amenos que de otromodo notado~

Planning and Development Setting of Hearings - Configuración De Audiencias de Planificación y Desarrollo

84. PLANNING AND ZONING SETTING OF HEARING

Schedule the following items for public hearing at the July 23, 2025 Board Hearing

CPA240007 – Arlington Valley Solar Energy – General CPA – Dist. 4
Z240025 – Arlington Valley Solar Energy – Zone Change W/Overlay Dist. 4
SU250001 – Northern and Cotton Storage – SUP - Dist. 4
SU250005 - NJ Palmer Salon – SUP – Dist. 1
SU250018 – 1017 West Happy Valley Rd – SUP Mod Modifications – Dist. 3
SU240027 - Northwest Valley RV Storage – SUP – Dist. 4
Z24024031 - Reverie Ranch RV Park – SUP - Dist. 4
CPA2500001 - Harquahala Flats Energy Storage CPA – CPA – Dist. 4
Z250001 - Harquahala Flats Energy Storage Zoning – Zone Change with Overlay – Dist. 4
SU250006 - AZL01701 – SUP – Dist. 5
SU250011 - Ruff Diamond Storage – Zone Change Modification of Conditions – Dist. 4
Z2024016 – Cave Creek Equine – SUP Major Amendment – Dist. 3 (C-44-25-102-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Transportation Setting of Hearings - Configuración De Audiencias de Transportación

85. ROAD FILE NO. A0749

Set a hearing for July 23, 2025 to adopt Road File No. A0749 to Open and Declare the following described alignment(s) into the County Transportation System.

In accordance with A.R.S. Titles 28- 6701, 6702 and 6703, it is recommended by the Department of Transportation Director, that the Board of Supervisors Open and Declare the following described alignment(s) into the County Transportation System, Road File No. A0749.

Legal description and map or plat identified as Exhibits "A" and "B" are attached.

General Vicinity: Taft from Center to Vine and Vine from Taft to Roosevelt. Supervisory District No. 4

Direct the Clerk of the Board to record the Board of Supervisors resolution with the County Recorder. (C-64-25-118-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

BOARD OF SUPERVISORS REGULAR AGENDA - AGENDA REGULAR DE LA JUNTA DE SUPERVISORES

Procurement

86. 250086-RFP, ELECTIONS COMPREHENSIVE REVIEW

Approve the contract for award between Maricopa County and Berry, Dunn, and McNeil & Parker LLC dba Berry Dunn. This contract is to provide consulting services related to Maricopa County Elections processes, including Chain of Custody, Physical Security, Candidate Filing Compliance, Temporary Worker Hiring and Training, Ballot Drop Boxes, and Vote Center Selection and Setup. This contract award is for an estimate of \$400,000.00 over one year until June 30, 2026, with options to renew up to a maximum of four additional years. The effective date of this contract will be June 25, 2025. (C-73-25-041-X-00)

Motion to approve by Supervisor Debbie Lesko, seconded by Supervisor Steve Gallardo

Ayes: Thomas Galvin, Kate Brophy McGee, Debbie Lesko, Steve Gallardo
Nays: Mark Stewart

Sheriff

87. DONATION OF RETIRING K9, TRENO

Approve the donation of retiring K9, Treno, a three-year-old Belgian Malinois, to Mr. Wesley Zygmunt, a retired Glendale PD K9 handler.

Treno is a dual-purpose patrol and narcotics detection dog. Over the past sixteen months he has demonstrated multiple deficiencies, specifically with his patrol work and lack of drive to engage suspects. Some of the issues include engagement with non-suited decoys, aversion to loud noises, handler dependency, lack of drive, reluctance to show aggression, and avoidance during real life deployments. He has shown signs of stress during high conflict situations. Due to the seriousness of the failures, Treno was removed from service and placed in a remedial training program which was not successful. His failure to complete remedial training poses a threat to officers and community safety.

Mr. Zygmunt will accept full care and financial responsibility for Treno upon approval of the donation and will be asked to sign the Canine Release and Indemnification.

THIS ITEM REQUIRES A UNANIMOUS VOTE OF THE BOARD. (C-50-25-104-X-00)

Motion to approve by roll call vote by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

The Clerk called the roll with the following result:

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

Finance

88. LEASE DOCUMENTS FOR FINANCING OF COUNTY EQUIPMENT AND THE DECLARATION OF OFFICIAL INTENT

Authorize the Chairman, or designee, to approve and execute all lease financing documents (to be periodically submitted for Board signature by the Office of Budget and Finance), including the "Declaration of Official Intent," in an amount not to exceed \$43,914,476 (principal), as required for reimbursement of expenditures related to the acquisition of County equipment such as vehicles, radios, computers, and other equipment. Authorize appropriate departmental representatives to co-sign lease documents pertaining to their respective departments. All lease financing documents are subject to County Attorney approval.

The Office of Budget and Finance will facilitate the reimbursement from lease financing during fiscal year 2026. Expenditures associated with equipment purchases will be bundled for lease financing at which time the interest rate(s) will be bid and repayment terms and amounts for principal and interest will be known. Lease(s) maturity will be thirteen months. Lease financing will be facilitated by the County's master personal property lease contract as approved by the Board of Supervisors on December 1, 2020.

There is a need for the County to enter lease financing for equipment purchases. Purchased equipment will be financed by the master personal property lease contract for County capital purchases.

The Declaration of Official Intent will satisfy the 60-day reimbursement period for reimbursement of original expenditures, as required by Treasury Regulation §1.150-2(d)(1) (1993). Capital outlay expenditures from lease financing proceeds and the corresponding debt service payments for principal and interest are not subject to the County Expenditure Limitation Report (ELR). Lease financing will extend the debt service payments into the

subsequent fiscal year (FY 2026-27). The benefit to the County for entering into lease financing is that both the capital outlay expenditures from the lease proceeds and the debt payments are exempt from the ELR. (C-18-25-103-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

89. RESOLUTION FOR DECLARATION OF OFFICIAL INTENT TO REIMBURSE FOR PURPOSES OF SECTIONS 103 AND 141-150 OF THE INTERNAL REVENUE CODE OF 1986

Authorize the Chairman to approve and execute the Resolution, which constitutes a Declaration of Official Intent to Reimburse required for the issuance of tax-exempt securities to reimburse prior expenditures, related to the construction, acquisition and equipping of County capital projects scheduled for Fiscal Year 2026-27. The County is anticipating issuing tax-exempt obligations to finance capital projects in the Capital Projects Fund (Fund 446). The maximum original amount of obligations expected to be issued for the first phase of the capital projects is \$10,100,000, with the total maximum issuance to be determined after further design and scope of the capital projects is completed. Approval for the final issuance cost will be presented for Board approval in a subsequent Agenda item. Exhibit A shows the proposed initial capital project expenditures by anticipated fiscal year. The County reasonably expects to reimburse the expenditures with proceeds of a tax-exempt borrowing. (C-18-25-099-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

90. RESOLUTION FOR DECLARATION OF OFFICIAL INTENT TO REIMBURSE FOR PURPOSES OF SECTIONS 103 AND 141-150 OF THE INTERNAL REVENUE CODE OF 1986

Authorize the Chairman to approve and execute the Resolution, which constitutes a Declaration of Official Intent to Reimburse required for the issuance of tax-exempt securities to reimburse prior expenditures, related to the construction, acquisition and equipping of County capital projects scheduled for Fiscal Years 2024-25, 2025-26, 2026-27, and 2027-28. The County is anticipating issuing tax-exempt obligations to finance capital projects in the Capital Projects Fund (Fund 441). The maximum original amount of obligations expected to be issued is \$247,130,000. This is in addition to the Declaration of Official Intent to Reimburse \$146,980,000 of project expenditures approved by the Board of Supervisors on June 26, 2024 (C-18-24-141-X-00) and the Declaration of Official Intent to Reimburse \$32,300,000 of project expenditures approved by the Board of Supervisors on February 12, 2025 (C-18-25-052-X-00). Exhibit A shows the proposed capital project expenditures by anticipated fiscal year. The County reasonably expects to reimburse the expenditures with proceeds of a tax-exempt borrowing. (C-18-25-100-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

BOARD OF SUPERVISORS ADDENDUM - ADÉNDUM DE LA JUNTA DE SUPERVISORES

County Attorney

91. INITIATE LITIGATION REGARDING ENVIRONMENTAL CODE AND ARIZONA REVISED STATUTES VIOLATIONS AT 1501 WEST BELL ROAD, PHOENIX, AZ 85023

Authorize the Maricopa County Attorney to pursue litigation to enforce environmental ordinance and Arizona Revised Statutes violations against the property located at 1501 West Bell Road, Phoenix, AZ 85023 and to obtain a judgment for civil penalties and injunctive relief. This item was heard in Executive Session on Monday, June 23, 2025. (C-19-26-002-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

92. INITIATE LITIGATION REGARDING ZONING CODE VIOLATIONS LOCATED AT 202 N 101ST PLACE, MESA, AZ 85207

Authorize the Maricopa County Attorney to pursue litigation to enforce zoning ordinances against the owners and operators of the property located at 202 N 101st Place, Mesa, AZ 85207 based on violations V201600368 and V202201544 and to obtain a judgment to include civil penalties and injunctive relief. This item was heard in Executive Session on Monday, June 23, 2025. (C-19-26-003-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

93. CONFLICT WAIVER FOR FENNEMORE CRAIG, P.C.

Approve a conflict waiver request by the law firm Fennemore Craig, P.C. to permit the firms' attorney Randy Jeffries to represent a vendor in a bid protest of a Maricopa County Department of Transportation (MCDOT) procurement award. This matter was heard in executive session on Monday, June 23, 2025. (C-19-25-097-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

94. SETTLEMENT IN MARICOPA COUNTY V. MOMINEE, NO. CV2024-013443

Authorize settlement to fully resolve Maricopa County v. Mominee, No. CV2024-013443. The settlement amount is \$122,297, to be paid by the City of Chandler. This matter was heard in executive session on Monday, June 23, 2025. (C-19-26-004-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

95. COMPETITION IMPRACTICABLE PROCUREMENT FOR STATECRAFT PLLC

Approve a competition impracticable procurement for attorney Kory Langhofer and Statecraft PLLC in an amount not to exceed \$250,000 for Mr. Langhofer to represent Maricopa County in an election related matter. (C-19-26-005-X-00)

Motion to approve by Supervisor Kate Brophy McGee, seconded by Supervisor Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

FLOOD CONTROL DISTRICT AGENDA - AGENDA DE DISTRITO DE CONTROL DE INUNDACIONES

The Board of Directors for the Flood Control District, convened in Formal Session at 9:30 AM on Wednesday, June 25, 2025, in the Supervisors' Auditorium 205 W. Jefferson Phoenix, AZ 85003, with the following members present: Thomas Galvin, Chairman, District 2; Kate Brophy McGee, Vice Chair, District 3; Mark Stewart, Director, District 1; Debbie Lesko, Director, District 4; Steve Gallardo, Director, District 5. Also present: Juanita Garza, Clerk; Kelly Gardiner, Minutes Coordinator (remote); Jen Pokorski, County Manager; Brooke Worcester, Legal Counsel.

96. DECLARE/SELL EXCESS PARCEL

Pursuant to A.R.S. §48-3603, the Flood Control District (District) requests the Board of Directors declare two (2) District parcels, T-1221-EX and T-1223-EX (portions of APNs 506-58-208 and 506-58-205), as excess to the needs of the District. Conveyance documents for the sale of these parcels will be presented to the District Board of Directors for acceptance and signature following a successful auction.

Upon formal excess declaration, on behalf of the District, the Maricopa County Real Estate Department (RED) will offer the properties for sale at public auction with the minimum bid set at market value, as determined by an appraisal.

These items are located in Supervisory District #5 (C-69-25-038-X-00)

Motion to approve by Director Kate Brophy McGee, seconded by Director Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

97. LANDFILL DISPOSAL SERVICES WITH THE CITY OF GLENDALE

Approve Intergovernmental Agreement (IGA) FCD 2025A001 for landfill and transfer station disposal services between the City of Glendale (CITY) and the Flood Control District of Maricopa County (DISTRICT).

This Agreement will become effective as of the date it has been signed by the Board of Directors and will remain in effect until June 30th, 2027. This agreement maybe extended for one additional term of three (3) years, with conditions acceptable to both CITY and the DISTRICT. (C-69-25-039-X-00)

Motion to approve by Director Kate Brophy McGee, seconded by Director Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

98. IGA WITH TOWN OF GILA BEND FOR SCOTT AVENUE WASH EMERGENCY REPAIR

Approve Intergovernmental Agreement (IGA) FCD 2024A017 between the Town of Gila Bend (TOWN) and the Flood Control District of Maricopa County (DISTRICT) for the Scott Avenue Wash Emergency Repair Project (PROJECT).

This Agreement shall become effective as of the date it has been executed by all PROJECT PARTNERS and shall expire four years from that date.

On August 13 and 14, 2021, rains in and around the TOWN caused flooding of numerous homes and businesses. A number of homes in the TOWN were heavily impacted by the flooding.

The DISTRICT began the design of the Scott Avenue Wash Emergency Repair (PROJECT) in March 2022 and construction was completed in February 2023. The PROJECT repaired damage caused by the August 2021 storm event and included improvements to increase the channel capacity and reduce the potential for erosion. The improvements included clearing the debris from the main channel of the Scott Avenue Wash and reconstructing it using a combination of box culverts, L-walls, and the addition of riprap for erosion protection.

An Operation & Maintenance (O&M) Plan for the PROJECT was developed, and the most current version is dated May 2025. The DISTRICT, with the prior written approval of the Town, may update the Operation & Maintenance Plan.

This Agenda Item impacts Supervisorial District 5. (C-69-25-037-X-00)

Motion to approve by Director Kate Brophy McGee, seconded by Director Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

99. IGA FOR GILA BEND FLOODED PROPERTIES ACQUISITION

Approve Intergovernmental Agreement (IGA) FCD 2025A004 between the Town of Gila Bend (TOWN) and the Flood Control District of Maricopa County (DISTRICT) for the Gila Bend Flooded Properties Acquisition Project (PROJECT).

This Agreement shall become effective as of the date it has been executed by all PROJECT PARTNERS and shall expire four years from that date.

On August 13 and 14, 2021, rains in and around the TOWN caused flooding of numerous homes and businesses. A number of homes in the TOWN were heavily impacted by the flooding.

Certain property owners, or their representatives, pursued litigation against the TOWN and DISTRICT, which litigation has been settled. The DISTRICT will seek to obtain title to certain impacted properties associated with the litigation. As many as 28 properties could be affected.

In an effort to prevent damage from flooding in the future, the DISTRICT will also seek to obtain title to certain additional property in the TOWN in the same area as the litigation properties. As many as 67 properties could be affected.

This Agenda Item impacts Supervisorial District 5. (C-69-25-036-X-00)

Motion to approve by Director Kate Brophy McGee, seconded by Director Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

100. MINUTES

Pursuant to A.R.S. §§38-431.01 and 11-217, approve the minutes of the Flood Control District meeting held on February 26, 2025. (C-06-25-407-X-00)

Motion to approve by Director Kate Brophy McGee, seconded by Director Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

101. EASEMENT, RIGHT-OF-WAY, AND RELOCATION ASSISTANCE DOCUMENTS

Approve easements and right-of-way acquisition documents, appraisal and relocation assistance services contracts under \$5,000 per Resolution FCD 87-12; Escrow Instructions per Resolution FCD 87-13; Payment of Tax Notices per Resolution FCD 97-07; License Procedures and Fee Schedules per Resolution FCD2002R002; and disposal of easements, excess real property and fixtures under \$250,000 documents per FCD 1999R016 for Flood Control purposes

A. Loop 303 Drainage Improvements - MH

Item#: FA034-014 – Project #:470.14.12 – Permit#: FRU2400081 – Grantor/Grantee: Flood Control District of Maricopa County/ City of Goodyear

A1. Non-Exclusive Utility Easement

Supervisory District 5

B. East Maricopa Floodway Reach 4, Chandler Height Basin & Sonoqui Wash Phase 3 Basin - CH

Item#: M-2152-02, M-2152-01, M-2165-09, 9907-007, 9907-005, 9907-008, A021-001 – Project #: 121.04.12 – Permit#: FRU2500025 – Grantor/Grantee: Flood Control District of Maricopa County/ Salt River Project Agricultural Improvement and Power District

B1. Non-Exclusive Utility Easement

Supervisory District 1

C. Floodprone Properties Assistance Program - DO

Item#: F00481 – Project #:700.24.33 – Grantor/Grantee: Christine Ratcliff/ Flood Control District of Maricopa County

C1. Purchase Agreement and Escrow Instructions

C2. Warranty Deed

Supervisory District 5

D. Floodprone Properties Assistance Program - DO

Item#: F00482 – Project #:700.24.34 – Grantor/Grantee: Ricardo Nunez De La Cruz & Lillian De La Cruz/ Flood Control District of Maricopa County

D1. Purchase Agreement and Escrow Instructions

D2. Warranty Deed

Supervisory District 5 (C-78-25-045-X-00)

Motion to approve by Director Kate Brophy McGee, seconded by Director Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

STADIUM DISTRICT AGENDA - AGENDA DEL DISTRITO DE ESTADIO

The Board of Directors for the Flood Control District, convened in Formal Session at 9:30 AM on Wednesday, June 25, 2025, in the Supervisors' Auditorium 205 W. Jefferson Phoenix, AZ 85003, with the following members present: Thomas Galvin, Chairman, District 2; Kate Brophy McGee, Vice Chair, District 3; Mark Stewart, Director, District 1; Debbie Lesko, Director, District 4; Steve Gallardo, Director, District 5. Also present: Juanita Garza, Official Record Keeper; Kelly Gardiner, Minutes Coordinator (remote); Jen Pokorski, County Manager; Brooke

102. APPOINTMENT TO THE ARIZONA DIAMONDBACKS FOUNDATION BOARD OF DIRECTORS

Approve the appointment of Dawn Wallace to the Arizona Diamondbacks Foundation Board of Directors, representing Supervisorial District 3. The term of service will be effective as of July 1, 2025, through June 30, 2027. (C-06-25-388-X-00)

Motion to approve by Director Kate Brophy McGee, seconded by Director Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

103. APPROPRIATION ADJUSTMENT FOR STADIUM DISTRICT

Approve an appropriation adjustment to increase the fiscal year 2025 Stadium District (D680) Ballpark Operations Fund (F253) Non-Recurring Non-Project (NRNP) budget by a not-to-exceed amount of \$200,000.

The increase in expenditure authority for Stadium District Ballpark Operations Fund will allow for additional disbursements not included in the FY2025 adopted budget.

District revenues are not local revenues for the purpose of the constitutional expenditure limitation and therefore expenditures of these revenues are not subject to the constitutional expenditure limitation. The approval of this action requested does not alter the budget constraining the expenditure of local revenues duly adopted by the Board pursuant to A.R.S. §42-17105. (C-18-25-101-X-00)

Motion to approve by Director Kate Brophy McGee, seconded by Director Mark Stewart

Ayes: Thomas Galvin, Kate Brophy McGee, Mark Stewart, Debbie Lesko, Steve Gallardo

CALL TO THE PUBLIC - LLAMADO AL PUBLICO

- 104. Public comment on matters pertaining to Maricopa County government. Please limit comments to two minutes. Note that pursuant to Arizona Open Meeting Law, Board members may not discuss matters raised under this public comment portion of the meeting; however, an individual Board member may respond to criticism made by those who have addressed the Board, ask staff to review an issue raised or may ask that the matter be placed on a future agenda. (Public comment is at the discretion of the Chairman.) If you would like to send a written comment, please send email to agenda.comments@maricopa.gov . Written comments will be summarized at the meeting noting the topic or topics. All written comments will be forwarded to each Board Office for their review.**

Comentarios del público sobre las materias relacionadas con el gobierno del Condado de Maricopa. Por favor limite sus comentarios a dos minutos. Tenga en cuenta que de conformidad con el Derecho de Reunión Abierta de Arizona, miembros de la Junta no podrán abordar las cuestiones planteadas en esta parte de comentario público de la reunión, sin embargo, un miembro de la Junta individuo puede responder a las críticas de quienes se

han ocupado de la Junta, pida al personal para examinar una cuestión planteada o puede pedir que la cuestión se incluya en una agenda de futuro. (Comentario público es a discreción del Presidente.) Si le gustaría mandar sus comentarios por escrito favor de enviarlos por correo electrónico a agenda.comments@maricopa.gov. Comentarios escritos se resumirán en la reunión tomando nota del tema o temas. Todos los comentarios escritos se remitirán a cada Oficina de la Junta para su revisión.

SUMMARY OF CURRENT EVENTS - EL RESUMEN DE TEMAS DE ACTUALIDAD

- 105. Supervisors'/County Manager's summary of current events - Resumen de temas de actualidad de los Supervisores/Administrador del Condado**

Exhibit 4



Maricopa County Attorney

Rachel H. Mitchell

April 22, 2025

Andrew W Gould
agould@holtzmanvogel.com
Holtzman Vogel
2555 East Camelback Road
Suite 700
Phoenix, AZ 85016

Re: Legal advice and representation of Maricopa County Recorder, Justin Heap, related to Shared Services Agreement

Dear Mr. Gould

This letter is to formally engage you and your firm to provide advice and representation to the Maricopa County Recorder related to the Shared Services Agreement between Maricopa County and the Maricopa County Recorder. This Agreement pertains to elections within Maricopa County.

Your billing rate shall be \$495/hr for partners, \$335/hr for associates and \$185/hr for paralegals. Tom Liddy, Civil Services Division Chief, will be monitoring this matter. If you have any questions, you can contact Tom at (602) 506-1738. Please note, all invoices should be sent directly to County Attorney Finance at mcaofin@mcao.maricopa.gov.

Sincerely,

A handwritten signature in blue ink that reads "Rachel H. Mitchell".

Rachel H. Mitchell
Maricopa County Attorney

cc: Thomas P. Liddy, Division Chief
Joseph Vigil, Practice Group Leader

Exhibit 5



Washington, D.C.
Virginia
Florida
Arizona
New York
holtzmanvogel.com

June 13, 2025

Rachel H. Mitchell
c/o Thomas Liddy
Maricopa County Attorney
225 West Madison Street, 6th Floor
Phoenix, Arizona 85003

RE: Legal advice and representation of Maricopa County Recorder, Justin Heap, related to Shared Services Agreement

Dear Ms. Mitchell:

I was advised yesterday that Mr. Heap, through separate counsel, has filed a lawsuit against the Board of Supervisors based, in part, on issues related to the Shared Services Agreement (“SSA”). As is reflected in the attached April 22, 2025 Retainer Agreement from the County, my engagement in this matter is limited to providing advice and representation to Mr. Heap regarding the SSA negotiation, not litigation. Based on the lawsuit filed yesterday through separate counsel, this effectively ends the scope of my engagement and representation in this matter.

Thank you for your appointment in this matter. I will be sure to send any remaining invoices to County Attorney Finance.

Sincerely,

Andrew W. Gould

cc: Thomas P. Liddy, Division Chief
Joseph LaRue
Justin Heap, County Recorder

Exhibit 6



Maricopa County Attorney

RACHEL H. MITCHELL

May 6, 2025

VIA EMAIL ONLY

Recorder Justin Heap
Chairman Thomas Galvin
Vice Chair Kate Brophy McGee
Supervisor Mark Stewart
Supervisor Debbie Lesko
Supervisor Steve Gallardo

RE: Mailing early ballots to voters who have not requested them

Dear Recorder Heap and Supervisors:

Today I learned that, at the Board of Supervisors' informal meeting yesterday, the Recorder's Chief of Staff, Sam Stone, presented the Recorder's Election Plan for the CD-7 Special Election. While presenting that plan, Mr. Stone stated that the Recorder intended to mail ballots to voters who are neither on the Active Early Voting List ("AEVL") nor have requested a one-time early ballot pursuant to A.R.S. § 16-542(A). As explained below, it would be unlawful for the Recorder to do this.

I also learned that Mr. Stone made a statement at yesterday's Board of Supervisors' public meeting that suggested that attorneys in my Office had approved your plan to mail ballots to voters who had not requested them. That did not happen: no attorney from my Office gave such approval. In fact, no one from the Recorder's Office requested advice from any attorney in my Office on this topic, and no attorney in my Office was aware that the Recorder's Office intended to do this.

As explained below, it is unlawful to mail ballots to voters who have neither requested them nor signed up to be on the AEVL, unless the election is a "mail ballot election" (which the CD-7 Special Election is not).

I. Government Officials and Agencies Have Only the Powers that the Law Delegates to Them.

Elected officers, and the government agencies they lead, only have the powers expressly delegated to them by law. *See, e.g., Brailard v. Maricopa Cty.*, 224 Ariz. 481, 487, ¶ 12 (Ct. App. 2010)

AM-APP271

(explaining that “[g]overnmental entities have no inherent power and possess only those powers and duties delegated to

them by their enabling statutes”); *Maricopa Cty. v. Black*, 19 Ariz. App. 239, 241 (1973) (noting that “[a] county has only such powers as have been expressly or by necessary implication delegated to it by the legislature”). Elected officers and government agencies may not engage in some conduct or take some action merely because there is no constitutional or statutory prohibition against it. *Id.* Rather, “[t]he issue must be approached from the affirmative, that is, what constitutional or statutory authority can the county rely upon to support its questioned conduct?” *Id.* Actions taken without such affirmative constitutional or statutory authority are null and void. *See, e.g., Associated Dairy Prod. Co. v. Page*, 68 Ariz. 393, 395-96 (1949) (explaining that “unless there has been an express grant of power by the legislature to the board to enact the ordinance here involved, it must be held to be invalid”).

II. No Law Authorizes the Recorder to Mail Early Ballots to Voters Who Have Not Requested Them.

Arizona law empowers the Recorder to mail early ballots to only certain, specific voters: (1) all voters who are on the AVEL, A.R.S. § 16-544(F); (2) all voters who have made a request for an early ballot, A.R.S. § 16-542(C); and, (3) *all* voters in a jurisdiction that is having a mail ballot election (that is, an election that is conducted entirely with ballots sent to voters via the mail service), irrespective of whether those voters have requested an early ballot, A.R.S. § 16-558.01.

The CD-7 Special Election is not a mail ballot election (*i.e.*, an all-mail election). Arizona law expressly limits the use of mail ballot elections to special taxing districts, cities, towns, and school districts. A.R.S. §§ 16-409; -558. The Special Election to fill the vacancy in CD-7 is not a special taxing district election. Nor is it a city, town, or school district election. Therefore, it would not be lawful to employ a mail ballot election for this Special Election, and so the Recorder cannot mail ballots to voters who have not requested them.

Because of COVID, former Recorder Fontes attempted to mail ballots to all voters for the 2020 Presidential Preference Election. The Attorney General filed a lawsuit against Mr. Fontes and sought a temporary restraining order. *State of Arizona, ex rel. Mark Brnovich v. Fontes*, CV2020-003477 (Maricopa Cty. Super. Ct., filed March 7, 2020). The Court granted the requested TRO and enjoined Mr. Fontes from mailing ballots to anyone who had not requested them. *Id.* (Temporary Restraining Order, Granted March 7, 2020). In its Order, the Court recognized that A.R.S. § 16-542 did not authorize the Recorder to mail ballots to *all* voters as he hoped to do. *Id.* Rather, the Recorder only had the authority that A.R.S. § 16-542 delegated to him, *i.e.*, he could only mail ballots to voters who had requested them.

Similarly, no law authorizes the Recorder to mail ballots for the CD-7 Special Election to voters who have not requested them by the applicable deadline. Were the Recorder to do so, he would be in excess of his legal authority and in violation of the law.

May 6, 2025

Mailing early ballots to voters who have not requested them

Page 3

The purpose of this letter is to set the record straight by providing a clear summary of what has transpired in this matter. It is not legal advice; thus, it is not privileged communication.

Sincerely,

A handwritten signature in blue ink that reads "Rachel H. Mitchell". The signature is written in a cursive, flowing style.

RACHEL H. MITCHELL
MARICOPA COUNTY ATTORNEY

Exhibit 7

Office of Communications

Posted on: June 12, 2025

Board Leaders Respond to “Absurd” Lawsuit from County Recorder

Chairman Thomas Galvin and Vice Chair Kate Brophy McGee are calling the Recorder’s lawsuit against the Board of Supervisors “absurd.”

“Justin Heap’s frivolous lawsuit is full of falsehoods, particularly the claim that the Board isn’t properly funding his office,” said Galvin. “From day one, Recorder Heap has been making promises that the law doesn’t allow him to keep. Arizona election statutes delineate election administration between county boards of supervisors and recorders to ensure there are checks and balances, and Recorder Heap clearly doesn’t understand the responsibilities of his position.”



“This absurd lawsuit is another example of the Recorder’s irresponsible and juvenile ready-fire-aim approach to governance. Recorder Heap has been confrontational, inconsistent, and misleading in both public statements and private interactions. And he has shown that his allegiance to himself dwarfs any duty he feels toward Maricopa County voters and taxpayers,” said Vice Chair Kate Brophy McGee. “I can only conclude Recorder Heap has no intention of fulfilling the duties he was elected to do and would rather spend valuable taxpayer dollars on lawsuits that perpetuate a false narrative about Maricopa County elections.”

Heap’s lawsuit falsely claims he has been stripped of IT access and that the county’s tentative FY 2026 budget fails to fund all necessary expenses related to his office. The lawsuit comes after months of negotiations on a shared services agreement (SSA) to administer elections in which the Recorder has repeatedly shifted demands and threatened costly litigation.

However, this lawsuit may be flawed in that the firm that filed the lawsuit on behalf of the Recorder in his official capacity may not have been authorized to

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do so by the Maricopa County Attorney, which runs counter to state statute. If this is indeed the case, serious legal consequences may result because board members expect the County Attorney to assert her lawful authority and not permit the Recorder to usurp her statutory powers in this instance.

As background on the SSA, Recorder Heap and his staff met with Supervisors Galvin and Brophy McGee on April 11 to negotiate details of a potential agreement. After the meeting, Recorder Heap texted Supervisor Debbie Lesko to say the meeting ‘went very well, we seem to be in agreement on 95% and are only discussing minor details on how to effectively split the IT team.’

Based on the points of agreement in that meeting, the Board’s outside counsel sent a new SSA draft to the Recorder on April 12. The red-lined version of the draft SSA shows changes the Board agreed to that the Recorder and his staff had specifically requested. On April 24, board members held a public meeting to detail a timeline of communication and negotiation efforts to date.

When the Recorder finally responded to the April SSA in mid-May, he and his outside counsel had made 170 separate changes to the document and called it their “final offer.”

Negotiations on a new agreement have been happening at the staff level for months, focusing first on discussions about shared technology and then moving into broader negotiations toward a new SSA.

Arizona law divides responsibility for election administration between boards of supervisors and county recorders. Shared service agreements in Maricopa County can provide guidance on areas of the law that are vague and can also create efficiencies that save money and time.

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Other News in Office of Communications

[Maricopa County Human Services Department Wins 23 NACo Achievement Awards](#)

Posted on: July 2, 2025



[Maricopa County Wins 85 National Achievement Awards](#)

Posted on: July 1, 2025



Exhibit 8

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

JUSTIN HEAP,

Plaintiff,

vs.

THOMAS GALVIN, ET AL.,

Defendants.

No. CV 2025-020621

Phoenix, Arizona

June 23, 2025

1:29 p.m.

BEFORE THE HONORABLE MELISSA IYER JULIAN

TRANSCRIPT OF PROCEEDINGS

Status Conference

Proceedings recorded by electronic sound recording; transcript
produced by eScribers, LLC.

NICOLE FERGUSON
Transcriptionist



I N D E XJune 23, 2025

<u>PLAINTIFF'S WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VD</u>

None

<u>DEFENDANTS' WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VD</u>

None

M I S C E L L A N E O U S

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Calendaring Matters	19, 20

APPEARANCES

June 23, 2025

Judge: Melissa Iyer Julian

For the Plaintiff:

James K. Rogers

Witnesses:

None

For the Defendant:

Kory A. Langhoffer

Witnesses:

None

Phoenix, Arizona

June 23, 2025

(The Honorable Melissa Iyer Julian Presiding)

STATUS CONFERENCE:

THE COURT: Okay. We are on the record in CV 2025-020621, in the matter of Heap v. Galvin, et al.

Can counsel please announce their appearance, beginning with Plaintiff's counsel.

MR. ROGERS: Your Honor, James Rogers on behalf of Recorder Heap.

MR. LANGHOFFER: Good afternoon, Your Honor. Kory Langhoffer on behalf of Maricopa County Defendants.

THE COURT: I'm sorry, Mr. Langhofer, I'm -- your sound is coming through a little bit muffled. I don't know if maybe it's a microphone issue.

MR. LANGHOFFER: Is this any better, if I speak louder?

THE COURT: Yes, that is better.

MR. LANGHOFFER: Thank you, Your Honor. Kory Langhoffer for the Maricopa County Defendants. I apologize for not wearing a coat and tie. I'm overseas at the moment. This is the finest attire I have.

THE COURT: That's all right. Well, welcome to you both. And I'm sorry, are we missing anyone? I think -- okay. So we're here for a return hearing on the motion for

1 preliminary injunction and application for order show cause
2 filed by Mr. Heap, and what I wanted to talk to you about, how
3 to approach this. It's a statutory special action, in addition
4 to a request for -- and I'm sorry, I'm getting some feedback,
5 too. Why don't we do this. Sometimes it helps to -- yes, mute
6 your microphones. You know the drill.

7 So what I wanted to talk with you all about is I know
8 from reviewing the application and the complaint and the
9 attachments that there were -- there was some discussion
10 regarding a potential resolution going back and forth. So I
11 wanted to ask you about that and whether that status has
12 changed or something that the parties are still pursuing. We
13 also need to set a deadline. The motion, or application,
14 requested a very short timeline.

15 And one of the questions I always ask in statutory
16 special actions is whether or not you need an evidentiary
17 hearing or any discovery, because a lot of times the issues are
18 really, purely legal issues and don't require a lot of factual
19 development in the record. But at the same time, I want to
20 know if you think there are factual issues that need
21 development in the record, because that will obviously affect
22 our timeline and whether or not we need to set an evidentiary
23 hearing. So those are the issues that I wanted to discuss with
24 you all today. And of course, anything else that you want to
25 raise.

1 Have you all had a chance to talk with one another?

2 MR. ROGERS: Yes, Your Honor. Mr. Langhoffer and I
3 have had some discussions, preliminarily.

4 THE COURT: And why don't you tell me, from your
5 perspective, knowing the issues that I have in my mind and
6 anything else that you've discussed, did you all talk about a
7 game plan for how to move the case forward?

8 MR. ROGERS: We did, and I think we have different
9 views on that. From Recorder Heap's perspective, time is of
10 the essence here. There's a big election coming up in
11 November. A lot of people don't think about odd years as
12 having elections, but there's an election in November that
13 involves a health district bond election that covers all 2.6
14 million registered voters in Maricopa, 300 different
15 jurisdiction elections, and within about a month, preparations
16 for that will need to start.

17 So from his perspective, resolution as quickly as
18 possible is in the interest of everybody, especially the
19 voters. As far as evidentiary issues, from the Plaintiff's
20 perspective, most of this is just pure statutory
21 interpretation. The only -- and I think both sides would agree
22 on this -- the only evidentiary factual issues that would come
23 up is the amounts of funding if Plaintiff prevails on his
24 claims about the Board's obligation to pay the necessary
25 expenses for the conduct of his office.

1 And from the Plaintiff's perspective, that's a pretty
2 simple issue because the recorder keeps willing to use numbers
3 the Board has already publicly put out there. He'd be willing
4 to accept the budget the Board gave last time, before this --
5 SSA stripped his authorities; or at the most recent board
6 meeting, their own -- one of their own employees testified
7 about what the expenses would be if the Board chooses not to
8 share its equipment.

9 And so those numbers are already out there, and so we
10 don't think there's a lot of evidentiary fact finding that
11 needs to happen because those numbers have already been
12 produced by the Board.

13 THE COURT: Okay. And so just to clarify, Mr.
14 Rogers, are you suggesting that you think that the claims
15 raised in your complaint, together with the motion for
16 injunctive relief, can be resolved with briefing?

17 MR. ROGERS: Yes, that is our perspective. And I
18 don't want to speak for Mr. Langhoffer, but I believe the
19 Board's planning to file some other motions and things that may
20 affect the plans for the timing.

21 THE COURT: Understood. Okay. And Mr. Langhoffer,
22 can you tell me what your thoughts are on proceeding?

23 MR. LANGHOFFER: Yes, Your Honor. So in our view,
24 there are two foundational issues in the case. The first is
25 whether Mr. Roger's firm is properly authorized to file the

1 case, because it was -- his retention was unapproved by Rachel
2 Mitchell, and the board is very interested in this issue. They
3 view it as acute financial problem if this is allowed to
4 proceed, and so we want to start with that issue.

5 The second foundational issue is, essentially, Count
6 II of the complaint. And that is, which duties in running
7 elections belong to the Board and which duties belong to
8 Recorder Heap? And we need to resolve that issue in order to
9 decide whether there's any money owing to Mr. Heap, and we
10 agree that those issues should be resolved expeditiously.

11 In fact, it's our hope that we could get a ruling
12 from this Court and resolve any appeals before the end of the
13 year so we can walk into 2026 with a -- sort of, larger
14 statewide issues all being handled with clarity on the question
15 of responsibilities.

16 But at this point, our views diverge from Mr. Rogers.
17 If it turns out that the lawsuit was properly filed and that
18 Mr. Heap's interpretation of the statutory responsibilities is
19 correct, that money is owed to him, there would be, I think,
20 very complicated, factual questions with how much money he is
21 entitled to, because the way the budgeting works is he gets a
22 block of money, it's not, sort of, line item for this function,
23 this function.

24 And the question would be, is the block of money that
25 he has received sufficient to perform the statutory duties that

1 he, in fact, needs to perform? And we would need to look at
2 waste in the office, of course, things that could be cut,
3 things that could be done more efficiently, whether the Board
4 has discretion to, for example, centralize IT, and one IT.
5 Like, one IT officer for the entire County, not just for Mr.
6 Heap. Those are going to be thorny questions. It's probably
7 going to require documents and depositions.

8 And so in our view, it makes sense to start with the
9 two foundational issues, was a lawsuit properly filed, and who
10 has which duties? If we lose on both of those, then proceed to
11 the discovery, which would take a bit more time. And if
12 necessary, we could have a special action on the first couple
13 of rulings. So our preference, because we want to move this
14 quickly, is to do this in phases. Let's handle the two
15 foundational issues, get those resolved. And then, if
16 necessary, move on to the second phase, which would be the
17 amount of money in dispute.

18 THE COURT: Okay. And the two issues that you
19 raised, were you planning on arguing those issues in a motion
20 to dismiss, or response to the pending motion for preliminary
21 injunction?

22 MR. LANGHOFFER: Yeah. Good question. And this is a
23 little bit thorny, so I think we'll probably have something
24 resembling -- probably a motion to dismiss will be the caption
25 of it, on authorization to file the lawsuit. And if we prevail

1 on that, the entire complaint, of course, may be dismissed.

2 And the complication, though, is that the Board wants
3 clarification of the duties issue. And so what we plan to file
4 is a counterclaim that is very similar to the Count II in Mr.
5 Rogers' complaint, asking, fundamentally, who's responsible for
6 which duties in administering these elections so that if the
7 complaint is dismissed, it's entirely, we still have before
8 Your Honor these allocation of duties questions that you rule
9 on.

10 And so in my mind, the most efficient way of getting
11 at that would be, because it's a pure question of law, motions
12 for summary judgment, so we're not doing a preliminary
13 injunction. It's not final, we have to convert that somehow to
14 a judgment. Of course, the complaint isn't particularly
15 difficult to put together, but I would prefer to litigate that
16 as a MSJ, so that -- because it's pure legal issue, rather than
17 as a PI, which, of course, would be nonfinal.

18 I also know that on the choice of counsel issue, at
19 least one other party will have some filings. And so they'll,
20 at some point, make their filings in the Court, but I think
21 we'll need a few weeks to prepare those filings.

22 THE COURT: Okay. The concern Mr. Rogers raised,
23 though, is that there are elections coming up, and those need
24 to happen, and so -- that we need to expedite, at least, the
25 rulings on statutory responsibilities so that those can proceed

1 as they need to in, I think you said, Mr. Rogers.

2 And we do have a little bit of time, but not a ton.
3 So what I'd like to do, and I'll hear you both out on it, is
4 set a briefing schedule and a faster response deadline for you
5 to file -- and I'm sorry, I'm still getting that feedback; it's
6 really strange. I don't know if you guys are hearing it, too.
7 Okay. There we go. The muting microphones helps.

8 So I think what we ought to do is set a deadline for
9 the Defendants to file any counterclaims and a motion to
10 dismiss, and then set a separate briefing schedule for briefing
11 on the -- I'm trying to think of a good way to refer to them,
12 the statutory responsibility for elections with respect to the
13 Board of Supervisors and the County Recorder. That way you can
14 get -- we can -- I'll resolve -- or it won't be me, it'll be
15 Judge Cushner taking over the calendar.

16 But you can get the issue of whether the filing was
17 appropriate through the retention of counsel resolved, and then
18 brief the issues with respect to duties after that. So
19 actually, I think that sort of means the issue relating to the
20 retention of counsel is sort of its own issue that I think
21 probably ought to be briefed first, and separately from the
22 remaining issues.

23 And then, Mr. Rogers, can you tell me what your
24 thoughts are on that, as well as the idea that we table the
25 funding issue until after these other issues are dealt with on

1 briefing?

2 MR. ROGERS: Yes. Thank you, Your Honor. First of
3 all, on the representation issue, Recorder Heap's intent, if,
4 for some reason, America First legal were disqualified or there
5 was some sort of adverse ruling on that issue, he would
6 immediately refile the exact same briefing, the exact same
7 complaint.

8 So as a matter of just judicial resources, it doesn't
9 seem like the proper remedy here would be dismissal, but just
10 allowing him to substitute counsel, because the same lawsuit
11 would just be filed (indiscernible). So we think that both
12 issues can proceed in parallel. As far as the issue on
13 funding, there's really three -- there's two counts to this
14 complaint, but there's three issues.

15 On Count I, about funding for duties, there are
16 certain duties that are unambiguously delegated solely to the
17 Recorder, or solely to the Board of Supervisors. And those are
18 listed in our complaint, in paragraphs 7 and 8 -- or excuse me,
19 paragraphs 8 and 9, in the footnotes. So for the Recorder,
20 that includes voter registration, voter list maintenance, chain
21 of custody, early voting, and then the Board has authority over
22 election day voting, tallying, certifying, canvassing.

23 And so those duties are unambiguous, so there's no
24 need to delay the funding questions for those issues. My
25 understanding is that the Board hasn't decided whether to

1 concede that point or not, but that's a different statutory
2 issue than the other duties which are delegated to the
3 recorder, other officer in charge of elections.

4 And so the Recorder's perspective -- from the
5 Recorder's perspective, those solely delegated duties that the
6 issue and funding can be litigated and decided right now, and
7 that would actually decide a huge portion of what's in dispute
8 in this case because a lot of the resources that were taken
9 from the Recorder and the budgetary reductions he suffered were
10 for those specific duties. So the Recorder's preference would
11 not be to defer that, because those need to be resolved, and
12 those big issues can be resolved.

13 THE COURT: Sorry. Go ahead, Mr. Langhoffer.

14 MR. LANGHOFFER: Yes. Thank you, Your Honor. Our
15 view is that the preliminary injunction is just definitionally
16 not the right time to litigate funding issues because you need
17 irreparable injury in order to get a preliminary injunction.
18 Monetary awards are just, definitionally, something that can be
19 remedied at law later on.

20 But if Your Honor disagrees with that, then we would
21 still have, as I said before, very thorny factual issues
22 underlying that, because Recorder Heap is -- it's not line
23 items for particular duties, but a chunk of money that he can
24 spend as necessary. We would need to go through all of those
25 and see if there's waste anywhere. That would just be a slow

1 and cumbersome process. Our preference is to put that off
2 until we know that we need to reach the issue.

3 THE COURT: Okay. Here's what I know we need to do,
4 is set an expedited deadline for the Defendants to file a
5 responsive pleading and any counterclaims. So let's do that
6 first, because I think you both need to know where the other
7 person stands on each of these issues, and having a responsive
8 pleading will tell you that. And I know you haven't had a lot
9 of time to probably communicate since this has all happened
10 pretty quickly.

11 So Mr. Langhoffer, how soon can you get a responsive
12 pleading and counterclaim on file?

13 MR. LANGHOFFER: I return to the United States, home
14 sweet home, on Friday. Two weeks after that would be great, if
15 we can go to July 11th.

16 THE COURT: Any objection, Mr. Rogers?

17 MR. ROGERS: That should be a (indiscernible).

18 THE COURT: Okay. So it is ordered that Defendants
19 shall file a responsive pleading and any counterclaims to the
20 complaint on or before July 11th, 2025. So then let's talk
21 about briefing, and I mean, we have a couple of options. I can
22 set a hearing on July 11th, or -- yeah, it would probably have
23 to be July 11th because Judge Cushner's going to be out of town
24 from the 14th through the 21st.

25 So I could set a hearing on July 11th later in the

1 day to check in -- for him to check in with you. So once you
2 see where everybody stands, I mean, you'll have -- I think, at
3 that point, you might have a better idea of how to approach the
4 issues. If the responsive pleading is a motion to dismiss, and
5 you want to set an expedited briefing schedule on that; or if,
6 at that point, you can look at the claims and counterclaims and
7 agree upon something more like summary judgment briefing.

8 Because I understand there are some documents
9 attached to the complaint, but you may have other documents you
10 need to attach, even though the issues are -- and it may be
11 that you can -- because some of these issues are pure questions
12 of law, that you all can agree on what the undisputed facts
13 are, relative to applying them to the law governing elections
14 and whose responsibilities the statute allocates those -- who
15 the statute allocates those responsibilities to with respect to
16 certain elections.

17 So we can do that, where we reset essentially today's
18 -- following the deadline, we reset today's return hearing for
19 the purpose of letting you see each other's positions, claims,
20 counterclaims, and then setting a briefing schedule from there
21 once the counterclaim's on file and any responsive pleading; or
22 I can go ahead and give you a deadline to file dispositive
23 motions after the July 11th date.

24 And to the extent either party requests an
25 evidentiary hearing or believes there's a material fact dispute

1 on, for instance, the issue of funding, then you can note that
2 in your briefing -- your summary judgment briefing. Because
3 sometimes there are -- there is a need for factual development
4 in these kinds of cases, so -- and it's hard for me to say from
5 this early -- at this early stage that, yes, it needs a
6 briefing, or no, it doesn't.

7 But I do want the legal issues to be resolved for you
8 all, that everyone agrees are pure legal issues, quickly, so
9 that if you need to seek appellate relief, you can do that
10 quickly, and then the elections can go forward as they need to.
11 So of those options, or if you think of a third option that
12 that might work better, what do you all think about the options
13 I've provided?

14 MR. ROGERS: Your Honor, perhaps can we consider
15 maybe setting July 11th as also the deadline for summary
16 judgment motions. From the Plaintiff's perspective, we would
17 file something very similar to our PI motion, with just some
18 additional facts about the budgetary (indiscernible) ordered.
19 And then we could set a deadline for simultaneous responses
20 after that.

21 THE COURT: The only problem I see with doing that is
22 that you're not going to get their responsive pleading and
23 counterclaim until the 11th, so I'm guessing you'll want to see
24 that before you're filing dispositive motions.

25 MR. ROGERS: Yeah.

1 THE COURT: I mean, what we could do is just -- the
2 deadline on the 11th is the 11th, and then I could set a
3 deadline of July 18th for you all to file dispositive motions.

4 MR. ROGERS: That would be the Plaintiff's
5 preference, Your Honor, the 18th is the deadline for that.

6 MR. LANGHOFFER: I can make that work, Your Honor. I
7 might marginally prefer to reconvene on the 11th. But if
8 necessary, we can do it as a deadline.

9 THE COURT: Okay. And we can do both. I can set a
10 status conference for the 11th to check in with you. Oh --
11 yeah, it would have to be on the 11th if we're going to have an
12 actual hearing, and I can go ahead and set a deadline for
13 dispositive motions on -- to be filed by the 18th. That way,
14 if something changes between now and the 11th and you think the
15 briefing schedule needs to be modified, or it becomes clear
16 that there really does need to be an evidentiary hearing set,
17 then you'll have that status conference in place to be able to
18 make those changes, or shifts in the plan for the litigation;
19 why don't we do that? Because there's no harm in it.

20 And if ultimately you all decide between you that you
21 don't need the status conference, you can just notify Judge
22 Cushner's division and let them know they can vacate it, but
23 it'll at least give you a placeholder there. So let's see. On
24 the 11th, I could get you in at 9 a.m. Although, if you're
25 filing the responsive pleading, you probably want to go a

1 little later in the day. I could put you in on at 3 p.m., on
2 the 11th.

3 MR. ROGERS: That works well.

4 MR. LANGHOFFER: (Indiscernible).

5 THE COURT: Okay. So I will set a status conference
6 at 3 p.m. on July 11th, 2025, for the purpose of discussing the
7 briefing schedule and any discovery, or request for an
8 evidentiary hearing that will be on the books. It'll be
9 virtual, just like this. Although, we'll probably have a
10 different link because Judge Cushner is taking over this
11 calendar effective next Monday, so just be on the lookout for
12 that. I don't want you to accidentally join the wrong
13 courtroom.

14 So then, it is further ordered setting a deadline for
15 the parties to file dispositive motions on any claims or
16 counterclaims on or before July 18th, 2025. And then, did you
17 want to set expedited -- I assume you want to do expedited
18 responses to those; what are you thinking in terms of
19 responses?

20 MR. ROGERS: From Plaintiff's perspective, I think a
21 week would be enough time.

22 MR. LANGHOFFER: If there are no factual disputes, I
23 think a week is fine. If there are, I think two weeks may be
24 better because we'll have to marshal exhibits and so on.

25 THE COURT: Well this is on briefing. So in theory

1 there, if you're filing a dispositive motion, it's because you
2 think there are no factual disputes. And if you think there
3 are factual disputes, then the response will be, we request an
4 evidentiary hearing because there are factual disputes.

5 But I don't want you to be in a situation where you
6 can't get a good brief done, but I also recognize that there's
7 a time issue here. So what if we pushed it to Monday the 28th?
8 That'll give you an extra weekend where you won't be answering
9 other phone calls and things like that; would that be a nice
10 compromise? That would be Monday, August 28th.

11 MR. ROGERS: Sure, Your Honor, that's fine.

12 THE COURT: Okay. It is ordered that the parties'
13 responses shall be due -- on an expedited basis to any motion
14 for summary judgment filed on the 25th, on or before close of
15 business on August 28th, 2025. And then, are you wanting to do
16 reply briefs?

17 MR. LANGHOFFER: I think that's unlikely to add much
18 value.

19 THE COURT: Okay. All right. So then it'll just --
20 the parties have agreed to waive replies. The Court will rule
21 based on the motions and responses only, and I'll note that in
22 the minute entry. Are you all going to -- because the only
23 other issue is whether or not oral argument is going to be
24 requested. If it is, then it's probably better -- well, I
25 could set it right now if you want it, or if you think you are

1 going to want it.

2 MR. LANGHOFFER: I suspect that at least one of the
3 parties would like oral argument. Mr. Rogers may correct me,
4 but ordinarily, I think everyone feels more comfortable with
5 the chance to show up and make their points.

6 THE COURT: Okay. And by the way, Alyssa, I think I
7 misspoke and said August 28th, it's actually July 28th for the
8 responses to the motions for summary judgment. Okay. And so
9 oral argument, let's see. Okay. 11 a.m. on August 1st?

10 MR. ROGERS: I think that was (indiscernible).

11 THE COURT: And normally, oral arguments, by virtue
12 of the administrative order following COVID, are set virtually;
13 is that all right with everyone, that it be set virtually?

14 MR. LANGHOFFER: Yes, Your Honor.

15 THE COURT: Okay.

16 MR. ROGERS: That's fine. And just for
17 clarification, my address lists Washington, D.C., but I'm based
18 in Arizona, so I'm available if the judge does want in-person.
19 That's fine, as well.

20 THE COURT: I think that -- well, we have to follow
21 the administrative order unless we have good cause to hold it
22 in person. And for some matters, when parties request it,
23 we'll do that, but I'll list it as virtual. If anybody wants
24 to appear in-person or request that it be in-person, just make
25 sure that you submit that request to convert it early enough so

1 that it can be addressed if the other party opposes that. So
2 we'll go ahead and set oral argument on any dispositive motions
3 filed for 11 a.m. on August 1st, 2025.

4 All right. I think that gives us a good plan for
5 going forward. Were there any other issues or concerns you had
6 that you wanted to raise today?

7 MR. ROGERS: Thanks, Your Honor. Thank you.

8 MR. LANGHOFFER: No, Your Honor. Thank you, very
9 much.

10 THE COURT: All right. Thank you, both. Have a nice
11 day. We're off the record.

12 (Proceedings concluded at 1:58 p.m.)
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CERTIFICATE

eScribers has a current transcription contract with the Maricopa County Superior Court under contract # 13010-001, as such, eScribers is an "authorized Transcriber".

I, NICOLE FERGUSON, CDLT-149, a court-approved transcriber, do hereby certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter, to the best of my professional skills and abilities.

/s/

NICOLE FERGUSON, CDLT-149
Transcriber

June 30, 2025



Exhibit 9



Thomas Galvin: Chairman, Maricopa County BOS

@ThomasGalvin



Frivolous lawsuit. Law firm that filed it may not have been authorized to do so by [@Rachel1Mitchell](#) contrary to AZ law. If so, serious legal consequences may result. I expect Mitchell to assert her lawful authority & not permit the Recorder to usurp her statutory powers.



Maricopa County  @maricopacounty · Jun 13

Board Leaders Respond to Lawsuit from County Recorder

Read the full press release here: maricopa.gov/CivicAlerts.as...

...ay one, Recorder
...s been making
...s that the law
...allow him to



Chairman
Thomas Galvin

...conclude Recorder
...o intention of fulfilling
...e was elected to do
...rather spend valuable
...ollars on lawsuits that
...a false narrative about
...ounty elections."



Vice Board
President

12:53 AM · Jun 13, 2025 · **5,496** Views



Exhibit 10



Maricopa County Attorney
RACHEL MITCHELL

April 18, 2025

VIA EMAIL AND U.S. MAIL

Recorder Justin Heap
301 W Jefferson St # 200,
Phoenix, AZ 85003

RE: Your legal counsel for the Shared Service Agreement negotiations

Dear Recorder Heap:

Yesterday evening, I learned that you communicated to Tim Eckstein, who I appointed as your outside counsel for the Shared Service Agreement negotiations with the Board of Supervisors, that you were terminating his representation and that you intended to retain James Rogers to act as your attorney—all without my knowledge or approval.

You cannot lawfully do this. Pursuant to Arizona law, as the duly elected county attorney, I am the attorney for all elected officers in Maricopa County. A.R.S. § 11-532(A); *Bd. of Sup'rs of Maricopa Cnty. v. Woodall*, 120 Ariz. 379, 382 (1978) (holding that the Board of Supervisors “has no authority to employ private counsel to advise the Board and other county officers or employees” because under Arizona law that responsibility belongs to the County Attorney).

When a conflict prevents me from representing you, or otherwise at my discretion, I assign you outside counsel. If you are ever unhappy with the outside counsel, you should discuss the situation with me. If I agree that the outside counsel should be replaced, I will assign you new outside counsel. But under no circumstances do you have authority to retain counsel yourself. You only have the powers that have been delegated to you by Arizona law, *Arizona Pub. Integrity All. v. Fontes*, 250 Ariz. 58, 62, ¶ 14 (2020), and neither the Constitution, statutory law, nor the common law gives you the authority to retain an

April 18, 2025

Your legal counsel for the Shared Service Agreement negotiations

Page 2

attorney in your official capacity. Rather, Arizona makes me responsible to represent you, and places the selection of outside counsel within my authority.

By this letter, I am notifying you that you may not seek or accept legal representation or advice from any attorney other than those in my Office and any outside counsel that I appoint for you. You are to inform Mr. Rogers immediately that he is not your attorney.

At this time, Mr. Eckstein remains your legal counsel for all matters related to the Shared Service Agreement and the negotiations concerning it with the Board of Supervisors. If Mr. Eckstein is not agreeable to you, please let me know.

Sincerely,



RACHEL H. MITCHELL
MARICOPA COUNTY ATTORNEY

cc: Sam Stone, MCRO Chief of Staff
Jeff Mason, Deputy Recorder

AMERICA FIRST LEGAL FOUNDATION

James K. Rogers (No. 027287)

Senior Counsel

611 Pennsylvania Ave., SE #231

Washington, D.C. 20003

Phone: (202) 964-3721

James.Rogers@aflegal.org

Attorney for Recorder Justin Heap - Plaintiff (Heap v. Galvin) / *Defendant* (Mitchell v. Heap)

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

JUSTIN HEAP, in his official capacity as
Maricopa County Recorder;

Plaintiff,

v.

THOMAS GALVIN, in his official capacity as a member of the Maricopa County Board of Supervisors; MARK STEWART, in his official capacity as a member of the Maricopa County Board of Supervisors; KATE BROPHY MCGEE, in her official capacity as a member of the Maricopa County Board of Supervisors; DEBBIE LESKO, in her official capacity as a member of the Maricopa County Board of Supervisors; STEVE GALLARDO, in his official capacity as a member of the Maricopa County Board of Supervisors;

Defendants.

AND

RACHEL MITCHELL, in her official
capacity as the Maricopa County Attorney;

Plaintiff,

v.

JUSTIN HEAP, in his official capacity as
Maricopa County Recorder;

Defendant.

Case Nos.

CV2025-020621

CV2025-022266

(consolidated)

**RECORDER HEAP'S MOTION
FOR JUDGMENT ON THE
PLEADINGS AGAINST COUNTY
ATTORNEY MITCHELL**

(Assigned to the Hon. Scott Blaney)

1 This case exposes a breathtaking abuse of power. Rather than fulfill her duty to protect
2 the public and give candid legal advice, Maricopa County Attorney Rachel Mitchell has weapon-
3 ized her office against an elected colleague—Recorder Justin Heap—because he dared to resist
4 the Board of Supervisors’ (“BOS”) unlawful stranglehold on his budget and operations. When
5 Recorder Heap sought independent counsel so he could perform his statutory duties, the County
6 Attorney’s response was not assistance or neutrality, but retaliation: she sued her own client to
7 silence the very attorneys he retained to defend the integrity of Maricopa County’s elections.

8 The audacity would be remarkable if it were not so corrosive. County Attorney Mitchell
9 first hand-picked an “advisor” for the Recorder, then shackled that lawyer with an engagement
10 letter forbidding litigation. When negotiation inevitably failed and Recorder Heap had no
11 choice but to file suit, she blocked that same lawyer from litigating, publicly declared his inde-
12 pendent counsel “unauthorized,” and orchestrated a parallel lawsuit—colluding with the BOS,
13 the Recorder’s adversary—all while professing to represent the Recorder’s interests. This is
14 the ethics-defying equivalent of appointing a fire marshal, barring him from using water, and
15 then suing him for watching the building burn.

16 The resulting conflict of interest is not a technical hiccup; it is a constitutional crisis in
17 miniature. A county attorney who is attacking her own client, leaking privileged communica-
18 tions, and advancing the BOS’s litigation strategy against him cannot credibly claim to safeguard
19 the Recorder’s rights. Arizona law does not arm one elected official with a veto over another’s
20 counsel—especially when that official has turned herself into the opposing party’s legal spear.
21 By any measure, County Attorney Mitchell’s actions offend the Ethical Rules, the common-law
22 right to counsel, and the bedrock separation of powers that protects every Arizona voter.

23 This Motion for Judgment on the Pleadings therefore asks for an uncomplicated remedy:
24 end the farce. Dismiss County Attorney Mitchell’s complaint, uphold Recorder Heap’s right to
25 independent counsel, and reaffirm that wielding public office as a cudgel against political ene-
26 mies finds no shelter in Arizona’s courts. Anything less rewards gamesmanship over governance
and invites further intrusions into the autonomy of constitutionally independent officers.

Factual Background

This dispute arises out of a separate controversy between Recorder Heap and the BOS

1 regarding its refusal to fund Recorder Heap’s “necessary expenses incurred in the conduct of
2 [his] office[],” as required by law. A.R.S. § 11-601(2). The dispute’s initial phase involved ne-
3 gotiations over a new Shared Services Agreement (SSA) between the BOS and Recorder Heap.

4 Attorney Mitchell originally appointed a criminal defense attorney to advise the Recorder
5 on the dispute. Answer ¶ 22. Accordingly, in April 2025, Recorder Heap retained America First
6 Legal (AFL) to provide pro bono representation for him in those negotiations. Answer, Ex. 10.
7 On April 18, 2025, County Attorney Mitchell sent a letter to Recorder Heap claiming that he
8 did not have the authority to retain AFL and demanding that “[y]ou are to inform Mr. Rogers
9 immediately that he is not your attorney.” *Id.* County Attorney Mitchell did not follow up on
10 this letter in any way, either by communicating with Recorder Heap to confirm whether he had
11 continued to make use of AFL services or by seeking redress in court. Answer ¶¶ 62-63.

12 When the Recorder complained that the original attorney appointed for him lacked suf-
13 ficient subject matter expertise, County Attorney Mitchell appointed former Arizona Supreme
14 Court Justice Andrew Gould to advise the Recorder only during negotiations with the Board.
15 Answer ¶ 22. However, County Attorney Mitchell and the Board did not allow Justice Gould to
16 litigate on the Recorder’s behalf. *Id.* ¶¶ 22-23, 33, 61, 64, Ex. 4-5. In May of 2025, Justice Gould
17 specifically asked the Maricopa County Attorney’s Office for permission to litigate on Recorder
18 Heap’s behalf but was not allowed to do so because the scope of his representation was limited
19 to negotiation of the SSA and did not include litigation, and, accordingly, the County would not
20 compensate him for litigation-related work. *Id.* ¶¶ 61, 64. In fact, the County Attorney’s April
21 22, 2025 engagement letter with Justice Gould specifically limited the scope of his work to “ad-
22 vice and representation to the Maricopa County Recorder related to the Shared Services Agree-
23 ment between Maricopa County and the Maricopa County Recorder.” *Id.* Ex. 4.

24 In other words, since the beginning of Recorder Heap’s dispute with the BOS, County
25 Attorney Mitchell has attempted to control the course of negotiations and to prevent Recorder
26 Heap from suing the BOS. Accordingly, when it became clear that the BOS was unwilling to
come to a reasonable settlement of the parties’ dispute, Recorder Heap was forced to use
AFL’s services to pursue litigation. Indeed, once Recorder Heap sued the BOS, Justice Gould
withdrew from representation because, “[a]s is reflected in the attached April 22, 2025 Retainer

1 Agreement from the County, my engagement in this matter is limited to providing advice and
2 representation to Mr. Heap regarding the SSA negotiation, not litigation. Based on the lawsuit
3 filed yesterday through separate counsel, this effectively ends the scope of my engagement and
4 representation in this matter.” *Id.*, Ex. 5.

5 About two weeks after County Attorney Mitchell sent her letter to Recorder Heap
6 complaining of his retention of AFL, on May 6, 2025, County Attorney Mitchell wrote a letter
7 addressed to the members of the BOS and to Recorder Heap about a dispute over the legality
8 of mailing a small number of early ballots to registered voters in the CD07 special election.
9 Answer ¶¶ 61(b), 64(b) and Ex. 6. In that letter, County Attorney Mitchell claimed that “no
10 attorney from my Office gave such approval [for the Recorder’s Election Plan]. In fact, no
11 one from the Recorder’s Office requested advice from any attorney in my Office on this topic,
12 and no attorney in my Office was aware that the Recorder’s Office intended to do this.” An-
13 swer, Ex. 6. However, in reality, Recorder Heap *had* sought and received such approval from
14 MCAO attorneys. Within a day, the letter was leaked to the public—on May 7, 2025 at 4:35
15 pm, it was posted on X by an account purporting to belong to a reporter for the Washington
16 Post.¹ The news outlet Axios also published a copy of the letter on May 7.² The BOS itself
17 published the letter on May 9 through its online govdelivery.com account.³ It is not clear who
18 leaked County Attorney Mitchell’s letter to the press, but given that the BOS only made the
19 letter public on May 9 and that the letter only listed six recipients, it is certainly possible that

20 ¹ Yvonne Wingett Sanchez (@yvonneWingett), X (May 7, 2025, at 04:35 MT),
21 <https://x.com/yvonneWingett/status/1920200779916587237> [<https://perma.cc/CCY2-52ZA>].
22 This X post is not cited for the truth of its content but to demonstrate the fact of its publication
23 as of a certain date. Accordingly, Recorder Heap asks the Court to take judicial notice of the fact
24 of publication. “Courts may take judicial notice [under Fed. R. Evid. 201] of publications intro-
25 duced to indicate what was in the public realm at the time, not whether the contents of those
26 articles were in fact true.” *Von Saher v. Norton Simon Museum of Art at Pasadena*, 592 F.3d 954, 960
(9th Cir. 2010) (cleaned up); *Napear v. Bonneville Int’l Corp.*, 669 F. Supp. 3d 948, 958–59 (E.D.
Cal. 2023) (collecting cases where judicial notice taken of online articles and social media posts);
see also State v. Arizona Bd. of Regents, 253 Ariz. 6, 14 ¶33 (2022) (Arizona courts “recognize the
persuasive value of federal courts’ interpretation of a federal procedural rule”).

² Jessica Boehm, *Recorder’s mail ballot plan deepens GOP rift in Maricopa County*, Axios (May 7,
2025), <https://tinyurl.com/4mcfayps>. This article is not being cited for the truth of its content
but to demonstrate its publication as of a certain date. For the same reasons cited, *supra*, note
1, Recorder Heap asks this Court to take judicial notice of the fact of the publication.

³ Rachel Mitchell, Letter RE: Mailing early ballots to voters who have not requested them, May
6, 2025, posted online May 9, 2025, [https://content.govdelivery.com/attachments/AZ-
MARIC/2025/05/09/file_attachments/3256031/County%20Attorney%20Ra-
chel%20Mitchell%20Letter.pdf](https://content.govdelivery.com/attachments/AZ-MARIC/2025/05/09/file_attachments/3256031/County%20Attorney%20Ra-chel%20Mitchell%20Letter.pdf).

1 County Attorney Mitchell was who leaked it.

2 After Recorder Heap filed his special action against the BOS, County Attorney Mitchell
3 concluded that there was only one law firm in the State capable of litigation this matter. *Id.* Ex.
4 2. Accordingly, she had one of her subordinates submit to the Maricopa County Office of Pro-
5 curement Services a “GOODS AND SERVICES COMPETITION IMPRACTICABLE”
6 form to engage the services of the law firm of Statecraft PLLC to represent the BOS in the
7 special action. *Id.* That form, which is how the County accomplishes a sole-source procurement,
8 identified Statecraft as being “the only firm qualified and able to represent the Board of Super-
9 visors a[t] this time,” “[b]ased on the very specific subject matter, elections, separations of power,
10 statutory construction and communications.” *Id.* In other words, there was no law firm on the
11 county’s list of available contracted attorneys capable of handling this case, and there was no
12 other law firm in the state available to handle it. Presumably County Attorney Mitchell believed
13 that Justice Gould was also capable of handling the litigation, but would not be able to represent
14 the BOS because of his prior representation of Recorder Heap. Therefore, County Attorney
15 Mitchell’s refusal to allow Justice Gould to litigate the case deprived Recorder Heap of the only
16 attorney in the State (at least, in Mitchell’s estimation) who was capable of litigating the case.

17 Before County Attorney Mitchell filed this special action, it appears the BOS and she
18 coordinated their efforts to undermine Recorder Heap’s prosecution of his case by trying to
19 prevent him from retaining competent counsel of his choice. For example, on June 12, 2025,
20 BOS Chairman Thomas Galvin and Vice Chair Kate Brophy McGee issued an official joint
21 statement declaring that “the firm that filed the lawsuit on behalf of the Recorder in his official
22 capacity may not have been authorized to do so by the Maricopa County Attorney” and claiming
23 (incorrectly) that this arrangement “runs counter to state statute.” *Id.* Ex. 7. Their statement then
24 threatened that “serious legal consequences may result because board members expect the
25 County Attorney to assert her lawful authority and not permit the Recorder to usurp her statu-
26 tory powers in this instance.” Galvin and McGee did not explain what they meant by “serious
legal consequences,” but the sentence in which they make the threat is focused entirely on their
demand for action from County Attorney Mitchell, and it is relevant to note that the BOS had
not yet at that time approved County Attorney Mitchell’s budget for the year. Chairman Galvin

1 followed up with a social media post on X stating “I expect Mitchell to assert her lawful authority
2 & not permit the Recorder to usurp her statutory powers.” *Id.* Ex. 9.

3 Further confirming that attorney Mitchell coordinated with the BOS is that at a status
4 conference in *Heap v. Mitchell* held before Judge Julian, counsel for the BOS stated that “I also
5 know that on the choice of counsel issue, at least one other party will have some filings. And so
6 they’ll, at some point, make their filings in the Court...” *Id.* Ex. 8 at 10:18-10:21. The only party
7 that made any court filings on AFL’s representation of Recorder Heap was County Attorney
8 Mitchell. The reasonable inference, therefore, is that counsel for the BOS knew that County
9 Attorney intended to challenge AFL’s representation of Recorder Heap, which means that
10 County Attorney Mitchell has been coordinating or communicating behind the scenes with the
11 BOS (or its counsel) about the BOS’s defense of Recorder Heap’s special action. Thus, the
12 reasonable inference from the present facts is that County Attorney Mitchell has chosen to make
13 herself directly adverse to Recorder Heap in his special action against the BOS. At the very least,
14 she has created the appearance of doing so.

15 At the same June 12, 2025 status conference, counsel for the BOS stated that the
16 BOS’s intent at the time was to file a motion to dismiss the entire special action based on the
17 BOS’s belief that AFL lacked authority to represent Recorder Heap. *Id.* at 9:22-10:17. How-
18 ever, the BOS never filed its planned motion to dismiss because County Attorney Mitchell filed
19 a separate special action making the same argument the BOS had intended to raise. At the status
20 conference held before this Court on July 22, 2025, counsel for the BOS stated that “as to the
21 idea that we would have a different briefing schedule than ... the County Attorney, the legal
22 issues in that case do overlap with the issues in ours. And we were sort of planning, I suppose,
23 to not brief the choice of counsel issue redundantly in both our case and his.... But I think it
24 may be better if we don’t have sort of staggered deadlines for the two different cases because
25 the issues do overlap.” Exhibit A, attached hereto, Transcript of July 22, 2025 hearing at 11:5-
26 11:16. At the July 22, 2025 status conference, counsel for County Attorney Mitchell agreed with
counsel for the BOS that “we think that the cases are overlapping in some of the legal issues.”
Id. at 12:1-3. In other words, counsel for County Attorney Mitchell confirmed that she continues
to share the same objective of the BOS in *Heap v. Galvin*: removing AFL from representation in

1 the case and obstructing Recorder Heap's ability to obtain the relief he seeks.

2 Instead of allowing the Board of Supervisors to raise any concerns about Recorder
3 Heap's choice of counsel through appropriate procedural means (such as filing a motion to
4 disqualify counsel), Attorney Mitchell chose to sue what she claims to be her own client. This
5 action demonstrates the fundamental conflict of interest inherent in Attorney Mitchell's posi-
6 tion and her failure to properly represent the Recorder's interests. She is directly adverse to
7 Recorder Heap in both of the consolidated matters that are before this Court.

8 **Standard of Review**

9 "A motion for judgment on the pleadings pursuant to Rule 12(c) . . . tests the suffi-
10 ciency of the complaint, and judgment should be entered for the defendant if the complaint
11 fails to state a claim for relief." *Giles v. Hill Lewis Marce*, 195 Ariz. 358, 359 ¶ 2 (App. 1999).
12 Recorder Heap's Motion should be granted because Country Attorney Mitchell's Complaint
13 requests relief that is unavailable and her claims fail as a matter of law.

14 **Argument**

15 **I. County Attorney Mitchell does not have the authority to appoint counsel for 16 Recorder Heap.**

16 The County Attorney only has those powers delegated to her by the Legislature in
17 statute. Ariz. Const. art. XII, § 3. County officers may exercise those powers expressly or
18 impliedly delegated to them by state or federal law. The County Attorney's role is statutorily
19 defined under A.R.S. § 11-532(A), which provides that the county attorney is the legal advisor
20 to the Board of Supervisors and is responsible for defending claims against them. The statute
21 further provides that the County Attorney is to provide written opinions to other officers
22 concerning the duties of their offices when required. *Id.*

23 No statute requires that the County Recorder be represented by the County Attorney
24 when he pursues litigation against other parties. And no statute gives her the power to select
25 the attorney who will represent county officers when she has a conflict of interest in the matter.
26 The County Attorney has made bold claims about her authority while citing to A.R.S. § 11-
532(A), however, nowhere in that statute is there any language conferring on her the authority
she claims. That she lacks this authority is even more obviously true here, where there is a

1 conflict of interest, and her ethical obligations prohibit you from involvement in the matter.

2 Indeed, it is surprising she is even trying to claim broad power to control who repre-
3 sents the Recorder. Starting in the 1970s, her predecessors have tried multiple times to con-
4 vince courts to accept the same argument. Every single time, they have failed, and Arizona
5 courts have held the opposite.

6 In *Maricopa County. v. Biaett*, the Maricopa County Recorder retained private outside coun-
7 sel to represent him in a suit against the BOS. 21 Ariz. App. 286, 287 (1974). The Recorder's
8 attorney had not been approved by the BOS or the County Attorney. After the Recorder pre-
9 vailed in the case, the BOS argued that it was not obligated to pay for the Recorder's attorney's
10 fees because the attorney had not been approved in advance. *Id.* The Court of Appeals rejected
11 the BOS's argument, holding that not only did the County Recorder have the authority to choose
12 his own lawyer to represent him in litigation, but that the BOS had to pay the attorney's fees as
13 well. The Court of Appeals explained that "[t]o hold otherwise would leave the recorder at the
14 complete mercy of those desirous of improperly usurping his functions." *Id.* at 290.

15 The BOS itself has had two similar disputes with prior County Attorneys in which the
16 County Attorney had a conflict of interest, the BOS hired its own attorney to represent it, and
17 the County Attorney objected. In both cases, Arizona courts held that the BOS could inde-
18 pendently choose its own outside attorney, regardless of the wishes of the County Attorney.
19 *See, Bd. of Sup'rs of Maricopa Cnty. v. Woodall*, 120 Ariz. 379, 382-83 (1978); *Romley v. Daughton*,
20 225 Ariz. 521, 524 ¶ 13 (App. 2010).

21 It is puzzling that the County Attorney cited *Woodall* in her Complaint in support of
22 her argument, Compl. ¶¶ 12, 20, 43, 53, as that case held the *precise opposite* of what she claims
23 it does. *Woodall* dealt with two questions. First, it dealt with the BOS's authority "to hire 'in-
24 house' counsel independent of the County Attorney for the purpose of advising [the BOS]
25 and the various county officers relative to legal matters." *Woodall*, 120 Ariz. at 381. The Coun-
26 ty Attorney only quoted language from that first portion of the opinion. Of course, that part
of the opinion has no bearing here because Recorder Heap has not retained America First
Legal to provide general "in-house" advice.

The second part of *Woodall* is the only part of the decision that is pertinent here. That

1 part of the decision dealt with the authority of the BOS “to engage counsel independent of
2 the County Attorney for the purpose of prosecuting and defending legal actions brought on
3 behalf of or against the county.” *Id.* at 382. The Supreme Court could not have been clearer
4 that county officers are not required to use the County Attorney to represent them in litigation
5 and that they *do* have the authority to choose their own outside counsel:

6 [T]he public interest would require that the men who had the final authority in all mat-
7 ters in regard to the action should be allowed to choose the counsel who actually han-
8 dled its legal phases. Since there is no specific prohibition against it in the statutes, we
9 think [Arizona statute] gives implied authority to the board of supervisors in its discre-
10 tion to employ counsel in the handling of all matters to which the county is a party.

11 *Id.* at 383 (cleaned up). Thus, our Supreme Court held that Arizona law does not prohibit “the
12 Board of Supervisors from hiring all outside legal counsel for the purpose of litigation.” *Id.*

13 Thirty-two years later, a similar dispute arose between the County Attorney and the
14 BOS. The Court of Appeals broadened *Woodall*, holding that the BOS even had the authority
15 to hire outside counsel to provide advice outside of litigation: “when the county attorney has
16 conflicts of interest that render him ‘unavailable’ to represent the county in certain matters,
17 the board may retain outside counsel to advise the Board in those matters.” *Romley v. Daughton*,
18 225 Ariz. 521, 524 ¶ 13 (App. 2010).

19 The County Attorney’s citation, Compl. ¶ 6, to *Romley v. Arpaio* is also inapposite. 202
20 Ariz. 47 (App. 2002). That case was not about the County Attorney’s authority to select coun-
21 sel for a county officer pursuing litigation against another party, but only about providing
22 representation when an officer is a *defendant*. Indeed, the relevant statute at issue was A.R.S. §
23 11–532(A)(9), which empowers County Attorneys to “*oppose* claims against the county,” but
24 not to affirmatively *prosecute* them on behalf of county officers, and which never delegates to
25 the County Attorney the authority to appoint counsel for other county officers when the
26 County Attorney has a conflict of interest. A.R.S. § 11-532(A)(9) (emphasis added); *see Romley*,
202 Ariz. at 52 ¶ 17 (quoting A.R.S. § 11-532(A)(9)).

Biaett, which specifically affirmed the authority of the County Recorder to hire outside
counsel for litigation, confirms that *Romley*’s and *Woodall*’s holdings about the BOS apply
equally to the County Recorder.

1 **A. Recorder Heap has the right to choose his own lawyer.**

2 Because County Attorney Mitchell lacks any statutory authority to choose counsel for
3 Recorder Heap, he has the same right as any other litigant to choose his lawyer. In 1907, the
4 Legislature enacted a statute making the common part of the law of this State, and that statute
5 remains on the books to this day. A.R.S. § 1-201. It is a longstanding principle of the common
6 law that a litigant has the right to select his own attorney. “Counsel was recognized as an
7 important element in civil causes early in English legal history.... The right to retain counsel in
8 civil proceedings emerged in recognition of the need for legal assistance. Indeed, by the mid-
9 thirteenth century, lawyers seem to have so monopolized the courts in London that the King
10 was forced to decree that, except in specified suits, litigants might plead their own causes
11 without lawyers.”⁴

12 “[T]he right to change attorneys, with or without cause, has been characterized as ‘uni-
13 versal.’” *Echlin v. Superior Ct. of San Mateo Cnty.*, 13 Cal. 2d 368, 372, 90 P.2d 63 (1939) (citing
14 5 Am. Jur. 281; 7 C. J. S. 940; 19 Ann. Cas. 592; 1 Thornton, Attorneys at Law, p. 253 and
15 collecting citations to California cases). “The interest of the client in the successful prosecution
16 or defense of the action is superior to that of the attorney, and he has the right to employ such
17 attorney as will in his opinion best subserve his interest.” *Fracasse v. Brent*, 6 Cal. 3d 784, 790,
18 494 P.2d 9 (1972) (cleaned up). “[A] client may fire a lawyer at any time, for good or bad
19 reasons.” Supreme Court of Arizona Attorney Ethics Advisory Committee, Ethics Op. EO-
20 20-0001 <https://perma.cc/ZN36-ZLHH>. And if a client has an absolute right to *fire* his lawyer
21 at any time, he, of course, also has an absolute right to *hire* a lawyer at any time.

22 Accordingly, because no statute gives County Attorney Mitchell the power to choose
23 Recorder Heap’s lawyer for him, he retains his common law right to select his own lawyer and
24 County Attorney Mitchell’s special action must be dismissed.

25 **II. Even if the County Attorney did have the right to select counsel for Recorder**
26 **Heap, he has the right to select his attorney in *Heap v. Galvin* because she is**
 adverse to him in that matter.

 Because County Attorney Mitchell is directly adverse to Recorder Heap in *Heap v. Gal-*
vin, he has a right to select his own attorney independent of the right articulated *supra* at § I.

⁴ *The Right to Counsel in Civil Litigation*, 66 Columbia L.R. 1322, 1325 (Nov., 1966).

1 Even County Attorney Mitchell concedes that when she is directly adverse to Recorder Heap,
2 he has the right to select his own attorney. Compl. ¶ 34 (“There is no dispute that, when an
3 actual legal conflict exists between the County Attorney and the Recorder (such as in this
4 litigation), the Recorder is entitled to select his preferred attorney to represent him.”). The
5 County Attorney's attempt to control Recorder Heap's choice of counsel in *Heap v. Galvin*
6 creates an irreconcilable conflict of interest that violates the Arizona Rules of Professional
7 Conduct. This conflict fundamentally undermines any purported authority the County Attor-
8 ney may claim to have over Recorder Heap's representation.

9 **A. The County Attorney cannot simultaneously represent and oppose the same**
10 **client.**

11 The Arizona Rules of Professional Conduct explicitly prohibit a lawyer from represent-
12 ing a client while simultaneously acting as an advocate against that same client in another matter.
13 ER 1.7(a)(1) establishes that “a lawyer shall not represent a client if the representation involves
14 a concurrent conflict of interest[.]” which exists when “there is a significant risk that the repre-
15 sentation of one or more clients will be materially limited by ... a personal interest of the lawyer.”

16 Comment 10 to ER 1.7 specifically addresses this precise scenario in the government
17 context: “A government lawyer owes a duty of loyalty to a government organization and fulfills
18 that duty by providing advice to the organization's client representatives. Therefore, a govern-
19 ment lawyer cannot provide advice to, or represent, the client representative in one matter,
20 and act as an advocate against the client representative in another matter, even when the mat-
21 ters are unrelated.” This prohibition exists regardless of whether the County Attorney believes
22 the matters are unrelated or distinct.

23 **B. The County Attorney's use of information violates client confidentiality.**

24 The County Attorney's conduct toward Recorder Heap regarding the CD07 election
25 also shows that she has taken a general adverse position to him in his conduct of the duties of
26 his office. This is for three reasons.

First, County Attorney Mitchell purported to disclose confidential information, which
is an additional ethical violation under ER 1.8(b), which provides that “[a] lawyer shall not use
information relating to representation of a client to the disadvantage of the client unless the

1 client gives informed consent, except as permitted or required by these Rules.” Comment 3 to
2 ER 1.8 explains that “[u]se of information relating to the representation to the disadvantage
3 of the client violates the lawyer's duty of loyalty.” It also clarifies that this rule “applies when
4 the information is used to benefit either the lawyer or a third person, such as another client or
5 business associate of the lawyer.” County Attorney Mitchell purported to disclose the content
6 (or lack thereof) of her privileged communications to the BOS, who was adverse to Recorder
7 Heap in the matter at issue. She made this forbidden disclosure in an attempt to benefit the
8 BOS. This is a per se violation of ER 1.8 and illustrates her adversity to Recorder Heap.

9 *Second*, her purported “disclosure” was incorrect. Recorder Heap *had* consulted with
10 MCAO staff and *had* gotten their approval for his planned conduct of the CD07 election (and
11 it is no surprise they did approve his planned course of action, as his plan to mail out early
12 ballots to voters in outlying areas had been the normal course of operations under his three
13 predecessors as well).

14 *Third*, it appears likely that she leaked her letter to the press, or at least sent it to the BOS
15 knowing it would soon be leaked to the press, which violated her duty of loyalty to her client.

16 **C. County Attorney Mitchell chose to directly sue Recorder Heap herself, rather
17 than referring the matter to outside counsel, as required by the Ethical
18 Rules, making her directly adverse to him, .**

19 If County Attorney Mitchell really believed that AFL’s representation of Recorder
20 Heap were improper or unlawful, the Ethical Rules clearly set out the required course of action
21 for her to take without violating her duties to her client and without becoming directly adverse
22 to him. ER 1.16(e) states that “[w]hen a government lawyer has a good faith belief that appli-
23 cable law imposes an affirmative duty to initiate an action against a client representative, *the*
24 *government lawyer must refer the commencement and pursuit of that action to another government law firm or*
25 *outside counsel*, unless it is feasible for the government lawyer to cease advising the government
26 organization through that client representative and to advise the government organization only
through other client representatives.” (emphasis added).

Comment 4 to ER 1.16 explains the reason for this requirement: “Because a govern-
ment lawyer cannot terminate representation of the government organization, if the govern-
ment lawyer cannot feasibly cease advising and representing the government organization

1 through the client representative against whom an action must be initiated, then referral of
2 that action to another government law firm or outside counsel is *required* to address conflict of
3 interest issues.” (emphasis added).

4 The County Attorney’s initiation of *Mitchell v. Heap* while simultaneously claiming the
5 right to control Recorder Heap’s representation in *Heap v. Galvin* violates this mandatory referral
6 requirement. County Attorney Mitchell ignored the clear requirements of the Ethical Rules and
7 committed a significant violation by making herself directly adverse to her own client. She has
8 so poisoned the relationship of trust that must exist between an attorney and her client that it
9 will likely be impossible for her to represent Recorder Heap in *any* matter, whether related to
10 this dispute or not. It was to avoid this very risk that the Supreme Court recently amended Rule
11 1.16(e) to impose the requirement for outside referral. County Attorney Mitchell should have
12 referred this matter to another County Attorney in the State or to the Attorney General. She
13 failed to do so, and now she has created a situation of direct adversity of such magnitude that
14 would allow the County Recorder to choose his own counsel in *all* matters, not just this one.

15 **D. County Attorney Mitchell’s coordination with the BOS demonstrates her di-**
16 **rect adversity to Recorder Heap.**

16 The factual record establishes that County Attorney Mitchell coordinated her efforts with
17 the Board of Supervisors to undermine Recorder Heap’s ability to obtain effective representa-
18 tion in *Heap v. Galvin*, thereby making herself directly adverse to Recorder Heap in that litigation.

19 **1. Pre-Litigation Coordination to Control Choice of Counsel**

20 From the outset of Recorder Heap’s dispute with the BOS, County Attorney Mitchell
21 strategically limited his access to effective legal representation. When Recorder Heap com-
22 plained that the original attorney lacked sufficient expertise, Mitchell appointed Justice Gould
23 but explicitly restricted his scope of representation to “advice and representation to the Mari-
24 copo County Recorder related to the Shared Services Agreement between Maricopa County
25 and the Maricopa County Recorder,” specifically excluding litigation. Answer, Ex. 4. This lim-
26 itation made it so Justice Gould was unable to commence litigation and forced him to with-
draw once litigation commenced, which, but for AFL, would have left Recorder Heap without
counsel at the critical juncture when he needed to file suit against the BOS.

Meanwhile, when the same dispute required litigation counsel for the BOS, County

1 Attorney Mitchell concluded there was only “one law firm in the State capable of litigation
2 this matter” and arranged sole-source procurement for Statecraft PLLC to represent the BOS.
3 This created an asymmetric situation where Mitchell ensured the BOS had access to what she
4 deemed the only qualified litigation counsel while simultaneously depriving Recorder Heap of
5 competent representation.

6 **2. Coordination between the BOS and County Attorney Mitchell.**

7 The record reveals explicit coordination between County Attorney Mitchell and the
8 BOS leadership. On June 12, 2025, BOS Chairman Thomas Galvin and Vice Chair Kate Bro-
9 phy McGee issued an official joint statement specifically demanding that County Attorney
10 Mitchell “assert her lawful authority and not permit the Recorder to usurp her statutory pow-
11 ers,” threatening that “serious legal consequences may result.” Answer, Ex. 7. Chairman Gal-
12 vin reinforced this coordination through a social media post stating: “I expect Mitchell to
13 assert her lawful authority & not permit the Recorder to usurp her statutory powers.” *Id.*, Ex.
14 9. Significantly, this statement came before the BOS had approved County Attorney Mitchell’s
15 budget, suggesting potential leverage in their coordination.

16 The coordination is further evidenced by counsel for the BOS’s statement at a status
17 conference that “I also know that on the choice of counsel issue, at least one other party will
18 have some filings.” *Id.* Ex. 8 at 10:18-10:21. Since County Attorney Mitchell was the only party
19 that subsequently filed regarding AFL’s representation, it appears that the BOS (or counsel
20 for the BOS) had advance knowledge of Mitchell’s litigation strategy, further confirming be-
21 hind-the-scenes coordination between the BOS and County Attorney Mitchell.

22 **3. Aligned Strategic Objectives**

23 County Attorney Mitchell and the BOS share identical strategic objectives in both *Heap*
24 *v. Galvin* and *Mitchell v. Heap*. At the July 22, 2025 status conference, counsel for County At-
25 torney Mitchell explicitly agreed with BOS counsel that “we think that the cases are overlap-
26 ping in some of the legal issues.” Ex. A at 12:1-3. BOS counsel acknowledged their shared
approach, stating they were “planning, I suppose, to not brief the choice of counsel issue
redundantly in both our case and his.” *Id.* at 11:5-11:16.

Most tellingly, BOS counsel revealed that the BOS’s original intent was to file a motion

1 to dismiss the entire *Heap v. Galvin* special action based on AFL's alleged lack of authority to
2 represent Recorder Heap. However, the BOS never filed its planned motion to dismiss be-
3 cause County Attorney Mitchell filed a separate special action making the same argument the
4 BOS had intended to raise. This demonstrates that County Attorney Mitchell assumed the
5 BOS's litigation strategy, effectively serving as their advocate while purporting to represent
6 Recorder Heap's interests.

7 **4. Creation of Direct Adversity**

8 Through this coordination and shared objectives, County Attorney Mitchell has made
9 herself directly adverse to Recorder Heap in *Heap v. Galvin*. Rather than allowing the BOS to
10 raise procedural challenges through appropriate means such as a motion to disqualify counsel,
11 County Attorney Mitchell chose to file a separate lawsuit advancing the same arguments and
12 seeking the same relief. As counsel for County Attorney Mitchell confirmed, she continues to
13 share the same ultimate objective of the BOS in *Heap v. Galvin*: removing AFL from represen-
14 tation in the case and obstructing Recorder Heap's ability to obtain the relief he seeks.

15 The consolidation of the two cases makes this all the more apparent. Both cases arise
16 from the same set of facts and overlapping legal issues. That the BOS and County Attorney
17 Mitchell consented to consolidation makes this all the more apparent. Her direct adversity to
18 Recorder Heap in both the consolidated matters makes any claim to control his choice of
19 counsel ethically untenable and legally improper.

20 **E. Recorder Heap has a right to conflict-free counsel.**

21 Given these ethical violations, Recorder Heap has not only the right but the obligation
22 to select independent counsel for *Heap v. Galvin*. Any attempt by the County Attorney to con-
23 trol this selection while simultaneously prosecuting *Mitchell v. Heap* would perpetuate the very
24 conflicts of interest that the Arizona Rules of Professional Conduct are designed to prevent.

25 The County Attorney's conflict of interest thus eliminates any claim she might other-
26 wise have to control Recorder Heap's choice of counsel. Recorder Heap must be permitted to
select his own attorney to ensure compliance with the Arizona Rules of Professional Conduct
and to protect his right to conflict-free representation.

F. Alternatively, if any doubt exists regarding the extent of County Attorney

1 **Mitchell's adversity, discovery should be permitted to establish the full scope**
2 **of coordination.**

3 Should this Court have any uncertainty about County Attorney Mitchell's direct adver-
4 sity to Recorder Heap, dismissal of her claims would remain premature without first allowing
5 discovery into the extent of coordination between County Attorney Mitchell and the Board of
6 Supervisors. The factual record already reveals substantial evidence of coordination: the BOS's
7 public demands for County Attorney Mitchell to take action against Recorder Heap, advance
8 knowledge by BOS counsel of Mitchell's intended filings, and their acknowledged shared legal
9 strategy. However, the full extent of their behind-the-scenes communications remains unclear.
10 As the factual background demonstrates, County Attorney Mitchell's May 6, 2025 letter criti-
11 cizing Recorder Heap's election procedures was leaked to the press within hours, appearing
12 on social media and in news outlets before the BOS officially published it. While it is not clear
13 who leaked County Attorney Mitchell's letter to the press, the limited distribution list makes
14 it certainly possible that County Attorney Mitchell leaked the letter to the press.

15 Such coordination, if fully established through discovery, would definitively demon-
16 strate that County Attorney Mitchell is directly adverse to Recorder Heap in *Heap v. Galvin* and
17 therefore does not have any authority to select counsel for him. Accordingly, if this Court
18 determines that additional factual development is necessary, the appropriate remedy is to per-
19 mit targeted discovery rather than to grant County Attorney Mitchell's motion on the current
20 record.

21 **III. County Attorney Mitchell's claims are also barred by multiple additional**
22 **grounds.**

23 Even if County Attorney Mitchell had the authority she claims and lacked any conflict
24 of interest, her claims must nonetheless be dismissed on several additional independent grounds.

25 **A. Estoppel**

26 County Attorney Mitchell is estopped from seeking the relief requested due to her own
conduct that created the very situation she now challenges. Having appointed Justice Gould
with explicit limitations preventing him from providing litigation services to Recorder Heap,
County Attorney Mitchell cannot now complain that Recorder Heap was forced to seek alter-
native counsel when litigation became necessary. When Justice Gould specifically asked the

1 Maricopa County Attorney's Office for permission to litigate on Recorder Heap's behalf but
2 was not allowed to do so because the scope of his representation was limited to negotiation of
3 the SSA, County Attorney Mitchell effectively forced Recorder Heap to retain independent
4 counsel.

5 Moreover, County Attorney Mitchell made demonstrably false public statements re-
6 garding her office's communications with Recorder Heap, claiming "no attorney from my
7 Office gave such approval [for the Recorder's Election Plan]," Answer, Ex. 6, when Recorder
8 Heap had, in fact, sought and received such approval from MCAO attorneys. Having misrep-
9 resented the attorney-client relationship publicly, she cannot now seek to control that same
10 relationship through litigation.

11 Finally, County Attorney Mitchell coordinated her lawsuit with the BOS—the oppos-
12 ing party in *Heap v. Galvin*—rather than with her purported client, Recorder Heap. This con-
13 duct estops her from claiming to act in Recorder Heap's interests.

14 **B. Waiver and Laches**

15 County Attorney Mitchell was aware of Recorder Heap's retention of AFL as early as
16 April 18, 2025, yet waited until June 25, 2025—over two months—to initiate this litigation.
17 This delay constitutes both waiver of her claims and inexcusable laches, particularly given the
18 time-sensitive nature of election-related matters and the approaching election cycle.

19 The doctrine of laches bars stale claims where delay in assertion causes prejudice to the
20 opposing party. Here, County Attorney Mitchell's delay has forced Recorder Heap to expend
21 substantial resources defending his choice of counsel rather than focusing on the underlying
22 dispute with the BOS, creating precisely the type of prejudice that laches is designed to prevent.

23 **C. Unclean Hands**

24 County Attorney Mitchell's inequitable conduct bars her from obtaining the equitable
25 relief she seeks. The same conduct that supports estoppel—limiting Justice Gould's represen-
26 tation, making false public statements about attorney-client communications, and coordinating
with the BOS against her purported client—also demonstrates the unclean hands that preclude
equitable relief.

A party seeking equitable relief must come to court with clean hands. County Attorney

1 Mitchell's deliberate creation of the situation she now challenges, combined with her public
2 misstatements and coordination with Recorder Heap's opponents, renders her hands suffi-
3 ciently unclean to bar the relief requested.

4 **D. Lack of authority and standing**

5 County Attorney Mitchell lacks both statutory authority to control Recorder Heap's
6 choice of counsel and standing to challenge that choice. As demonstrated above, no statute
7 grants her the authority she claims, and her conflict of interest in this matter eliminates any
8 beneficial interest she might otherwise possess.

9 To the extent County Attorney Mitchell seeks to interfere with the internal operations
10 and discretionary decisions of an independent elected office, her claims exceed her legal au-
11 thority and improperly intrude upon the separation of powers between county offices.

12 **E. Additional Grounds**

13 County Attorney Mitchell's claims are also subject to dismissal based on governmental
14 immunity principles and Recorder Heap's good faith compliance with all applicable statutes
15 and legal authority. Recorder Heap has acted at all times within the scope of his lawful author-
16 ity and official duties, rendering claims of ultra vires conduct baseless.

17 For these additional and independent reasons, County Attorney Mitchell's complaint
18 fails as a matter of law and must be dismissed in its entirety.

19 **Conclusion**

20 For all of these reasons—decades of precedent contradicting her position, County At-
21 torney Mitchell's manifest conflict of interest, her collusion with the Board of Supervisors, her
22 ethical breaches, and the independent defenses of estoppel, waiver, laches, unclean hands, lack
23 of authority, and governmental immunity—the Complaint collapses under its own weight; the
24 Court should therefore grant Recorder Heap's Motion for Judgment on the Pleadings, dismiss
25 the County Attorney's claims with prejudice with an award of fees and costs, and confirm that
26 an elected officer's constitutional and statutory right to conflict-free counsel cannot be hi-
jacked by an adversary in disguise.

1 RESPECTFULLY SUBMITTED this 11th day of August, 2025.

2 **America First Legal Foundation**

3
4 By: /s/James Rogers

5 James K. Rogers (No. 027287)

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13 *Plaintiff in Heap v. Galvin*

14 *Defendant in Mitchell v. Heap*

15 ORIGINAL filed and served via electronic
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Attorneys for Plaintiff in Mitchell v. Heap

Exhibit A

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

JUSTIN HEAP,

Plaintiff,

vs.

THOMAS GALVIN, ET AL.,

Defendants.

No. CV2025-020621

Phoenix, Arizona

July 22, 2025

11:00 a.m.

BEFORE THE HONORABLE SCOTT A. BLANEY

TRANSCRIPT OF PROCEEDINGS

Status Conference

Proceedings recorded by electronic sound recording; transcript
produced by eScribers, LLC.

JENNIFER L. SULLIVAN
Transcriptionist



I N D E XJuly 22, 2025

<u>PLAINTIFF'S WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VD</u>

None

<u>DEFENDANTS' WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VD</u>

None

M I S C E L L A N E O U SPAGE

Calendaring Matters

8

EXHIBITS

None

APPEARANCESJuly 22, 2025

Judge: Scott A. Blaney

For the Plaintiff:

James K. Rogers

Witnesses:

None

For the Defendants:

Kory Langhofer

Witnesses:

None

For the Intervenor:

Ryan P. Hogan

Brett W. Johnson

Witnesses:

None

Phoenix, Arizona

July 22, 2025

(The Honorable Scott A. Blaney Presiding)

STATUS CONFERENCE:

THE COURT: All right. Good morning, folks. This is CV 2025-020621, the matter of Heap v. Galvin, et al. Counsel, please announce for the record starting with Plaintiff.

MR. ROGERS: Good morning, Your Honor. James Rogers, on behalf of Plaintiff Recorder Justin Heap.

THE COURT: All right. Good morning.

MR. LANGHOFER: Good morning, Your Honor. Kory Langhofer for the County Defendants.

THE COURT: All right. That's the Board of Supervisors, right, Mr. Langhofer?

MR. LANGHOFER: Yes, Your Honor.

THE COURT: Okay.

MR. HOGAN: Good morning, Your Honor. Ryan Hogan and Brett Johnson, on behalf of County Attorney Mitchell in the consolidated case.

THE COURT: All right. Good morning as well. Anybody remaining? All right. This is a time set for a status conference on the parties' respective special actions. Normally, I like to come into these hearings a lot better prepared. And I was notified by my staff. They sent it to me. I didn't see it, but that a document was filed, kind of a

1 stipulation. Mr. Rogers, I believe you're the one who filed
2 it, regarding briefing and everything going forward. Have you
3 had a chance to speak with County Attorney Mitchell's counsel
4 on that?

5 MR. ROGERS: Yes, Your Honor. And I believe we've
6 reached a tentative agreement. I'm happy to go over that right
7 now or later, whenever you're ready for that.

8 THE COURT: Yeah. I've got my list of questions I
9 normally ask. But let me get your stipulations on the record.
10 Everybody else, just hold on while he does that. And then I'm
11 going to go around my Hollywood Squares thing here and get
12 everybody's approval. But Mr. Rogers, go ahead and make it as
13 slow as you can, please.

14 MR. ROGERS: Okay. Thank you. And of course,
15 subject to my correct characterization, I invite counsel for
16 Attorney Mitchell to correct me if I'm wrong. But what we've
17 tentatively agreed is an answer deadline for the Recorder for
18 July 25th, cross motions for judgment on the pleadings --

19 THE COURT: Slow down.

20 MR. ROGERS: I'm sorry. I'm sorry.

21 THE COURT: The answer for the Recorder is when?

22 MR. ROGERS: July 25th.

23 THE COURT: July 25th.

24 MR. ROGERS: So a week this Friday.

25 THE COURT: Okay. Go ahead.

1 MR. ROGERS: And then cross motions for judgment on
2 the pleadings would be due August 8th.

3 THE COURT: Pleadings, August 8th. Okay.

4 MR. ROGERS: Then simultaneous responses would be due
5 August 22nd with no replies.

6 THE COURT: August 22nd, no replies.

7 MR. ROGERS: And then with one final caveat, is the
8 County Attorney would like to see the answer first, just to
9 verify that they don't believe there might be any factual
10 issues or other issues that would complicate matters and
11 perhaps necessitate a change in their position on when those
12 deadlines would be. And if that were to happen, we would file
13 a notice with the Court and either seek a new status conference
14 or file a new stipulation on new deadlines.

15 THE COURT: Okay. All right. And I just want to
16 make sure. You said judgment on the pleadings. Did you mean
17 motion for summary judgment or did you actually mean judgment
18 on the pleadings?

19 MR. ROGERS: Judgment on the pleadings.

20 THE COURT: All right. And then what are you asking
21 the Court to do with the case in the meantime? Obviously we're
22 not setting hearings or anything. Everything's resting on
23 basically a Rule 12 motion.

24 MR. ROGERS: Well, in the meantime, I believe the
25 County Attorney would abandon her PI motion. And we would just

1 ask the Court just to stay or vacate any other deadlines or
2 motions, and we just proceed just based on the answer and the
3 motion, the motion for judgment on the pleadings.

4 THE COURT: Okay. And then the other -- there's
5 another preliminary injunction motion out there that I believe
6 was yours. What what's going on with that?

7 MR. ROGERS: Correct. Same thing. We would
8 forego -- abandon the PI motion. And then in the other matter
9 against the Board of Supervisors, we would proceed just
10 directly to motions for summary judgment with the deadlines as
11 stated in our notice that we filed with the Court.

12 THE COURT: Okay. Now this is where I'm getting kind
13 of confused. So you've got motions for summary judgment that
14 you're planning down the road. All we're addressing right now
15 is you're voluntarily dismissing, let's say it that way, or
16 voluntarily withdrawing your motions for preliminary
17 injunction, correct?

18 MR. ROGERS: Correct.

19 THE COURT: All right. And Mr. Hogan or Mr. Johnson,
20 is that your understanding as well, voluntarily withdrawing
21 those motions?

22 MR. HOGAN: So Your Honor, this is kind of all
23 contingent on what we see in the answer. If the answer
24 introduces facts that make motion for judgment on the pleadings
25 not a good vehicle to resolve this case, then we wouldn't

1 abandon our motion for preliminary injunction. So I think as
2 of right now, it can be stayed pending what we see in the
3 answer. And then if we -- the answer shows us that our
4 tentative plan here is a good one to expeditiously resolve the
5 case, then we can proceed on the motion for judgment on the
6 pleadings.

7 THE COURT: How long will it take you to review that
8 answer and actually make that decision? I mean, obviously, it
9 takes ten minutes to review an answer, but you need time to
10 digest it and look through the facts. How long do you need
11 realistically, a week?

12 MR. HOGAN: I mean, I think we could get it done in a
13 matter of days, but a week is perfectly fine with us if that's
14 what the Court is willing to give.

15 THE COURT: Yeah. What I'm thinking here, you guys
16 have done a good job. Mr. Rogers, you've done a good job
17 laying out a plan here. But it sounds like we've got some
18 contingencies in the meantime. I'd rather issue a clean order
19 in a minute entry. So what I'm going to do, I'm going to
20 continue the hearing. I'll hear from everybody still today, in
21 case there's something else we can talk about. I'm going to
22 continue the hearing and that's when we'll set the briefing
23 schedule. Erin, do I have you on the line?

24 THE CLERK: Yes, Judge. I'm here.

25 THE COURT: All right. Once we go off the record or

1 once I go off the record, this is for you. But it's really for
2 all the attorneys here as well, I'm going to have you all stay
3 on line, speak with Erin, and we're going to come up with a
4 different date just like a week or two down the road to redo
5 this hearing and actually come up with a briefing schedule that
6 everybody's agreed to. Okay. I'm seeing nods. So it's
7 probably good enough.

8 All right. But as for right now, until we have that
9 next hearing, that next status conference, I'm going to hold
10 off. I'm just going to continue to stay all deadlines in this
11 case until we get to that status conference. I would ask -- I
12 need a couple days. Let's say Thursday of next week, that
13 counsel for all parties shall meet and confer by Thursday of
14 next week, whatever date that is, regarding the deadlines in
15 this case and the plan that Mr. Rogers has already put forward
16 and whether there's any tweaks to that because of the answer.

17 All that being said, Mr. Rogers, let me go back to
18 you. Is there anything beyond the scheduling, the briefing
19 scheduling we just talked about that we should talk about
20 today? Anything procedurally you'd like to bring up?

21 MR. ROGERS: I just wanted to clarify for the
22 briefing schedule. What we had proposed is, I guess, different
23 dates for the two different matters so that because from the
24 Recorder's perspective, resolving this as soon as possible
25 is -- time is of the essence here because there's elections

1 that are coming up and they're continually, every few months
2 another election. And just the longer this stands out there,
3 the more difficult it gets for him to do his job.

4 So the Recorder's hope was to continue with the same
5 schedule that we'd set with the Board of Supervisors, which
6 would have made his answer due to their counterclaim due on the
7 24th, and then simultaneous motions for summary judgment due on
8 the 31st and then simultaneous responses due on August 14th. I
9 can understand if the Court would prefer just to have the same
10 deadlines in both cases for ease of administration. But that
11 would be the Recorder's preference is to still move the case
12 with the Board of Supervisors on an expedited basis, just to
13 get that resolved as soon as possible.

14 THE COURT: Okay. Mr. Langhofer, anything to add?

15 MR. LANGHOFER: Just a little bit, Your Honor. Thank
16 you. I think that in our case, we're likely going to be able
17 to stipulate to nearly all the facts and perhaps all the
18 material facts.

19 THE COURT: Good.

20 MR. LANGHOFER: I think there's probably going to be
21 some facts on the margin that we won't stipulate to, whether
22 those are material, I think is not entirely clear. And so what
23 we had contemplated in our discussions with Mr. Rogers was that
24 we would set an oral argument date and each of us may present a
25 couple of witnesses, perhaps 30 minutes each, to fill in the

1 gaps of unstipulated facts so that you would have all the legal
2 argument, stipulated facts, then on the margins, a little bit
3 of testimony so that the case could be fully submitted to you
4 after this round of briefing.

5 And as to the idea that we would have a different
6 briefing schedule than Mr. Hogan and the County Attorney, the
7 legal issues in that case do overlap with the issues in ours.
8 And we were sort of planning, I suppose, to not brief the
9 choice of counsel issue redundantly in both our case and his.
10 And so I would prefer to keep the same briefing schedule. I'm
11 kind of hoping that when we talk next week on Thursday, the
12 answer looks good to Mr. Hogan and we can keep the case moving
13 quickly. We would also like to move it relatively quickly.
14 But I think it may be better if we don't have sort of staggered
15 deadlines for the two different cases because the issues do
16 overlap.

17 THE COURT: I tend to agree. And one thing I would
18 note, I think every one of you has appeared in front of me on a
19 special action in one case or another. And it seems like in
20 every case there's one party that files a 12(b) motion and then
21 the other parties file motions for summary judgment. And the
22 12(b) motion is almost always subsumed by the motions for
23 summary judgment and ends up being not helpful. And Mr. Hogan
24 or Mr. Johnson, anything to add before I issue a couple quick
25 rulings?

1 MR. HOGAN: No, not from our perspective, Your Honor.
2 I mean, we think that the cases are overlapping in some of the
3 legal issues. And I think what everyone said has made sense.
4 I saw Brett on mute for a moment. So if he wants to say
5 anything, that's --

6 MR. JOHNSON: No, Your Honor. They're always
7 helpful.

8 THE COURT: You're not the one adjudicating them.
9 But yeah. Fair enough. All right. So this is what I'll do.
10 Let me move up the date, Patricia, the date for the meet and
11 confer. The parties shall meet and confer. The attorneys
12 shall meet and confer by close of business on Wednesday of next
13 week, Wednesday of next week. And then I'll ask Mr. Rogers to
14 be the one to draft to file the whatever kind of stipulation
15 you come up with the dates, as comprehensively as you can. A
16 few have been thrown around here.

17 I would like to issue an order that encompasses both
18 cases because they're all one case now. And can you get that
19 filed by close of business on Friday? That would give you two
20 full days. I don't know what your schedule looks like.

21 MR. ROGERS: Yes, Your Honor, that's fine.

22 THE COURT: Okay. And I would ask -- you guys all
23 work well together. So I know I don't have to say it. But I
24 would ask you all to work with Mr. Rogers to make sure that he
25 has some -- he's not working at 8 o'clock on Friday night

1 trying to get this thing filed. Okay. I've heard from Mr.
2 Rogers. I've heard from Mr. Langhofer. Mr. Hogan, I kind of
3 cut you off. Anything else to add?

4 MR. HOGAN: No, we don't have anything else to add.
5 And that schedule works well with our calendar.

6 THE COURT: All right. Perfect. I have a feeling
7 you guys are going to stipulate to almost everything and I'm
8 going to be able to just sign an order. But if we have to
9 bring you back, then I'll have you come back for a status
10 conference. My earlier comment about remaining on the line and
11 talking to Erin when I'm done, I'll vacate that mini order.
12 And we'll just wait for the filings from the parties.

13 All right. Thank you all for your time today. Stay
14 safe out there. And we're off the record.

15 (Proceedings concluded at 11:12 a.m.)
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Transcriber

July 26, 2025

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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

JUSTIN HEAP, in his official capacity as
Maricopa County Recorder;

Plaintiff / Counterdefendant,

v.

THOMAS GALVIN, in his official capacity as a member of the Maricopa County Board of Supervisors; MARK STEWART, in his official capacity as a member of the Maricopa County Board of Supervisors; KATE BROPHY MCGEE, in her official capacity as a member of the Maricopa County Board of Supervisors; DEBBIE LESKO, in her official capacity as a member of the Maricopa County Board of Supervisors; STEVE GALLARDO, in his official capacity as a member of the Maricopa County Board of Supervisors;

Defendants / Counterclaimants.

AND

RACHEL MITCHELL, in her official
capacity as the Maricopa County Attorney;

Plaintiff,

v.

JUSTIN HEAP, in his official capacity as
Maricopa County Recorder;

Defendant.

Case No.
CV2025-020621
(consolidated)

**RESPONSE IN OPPOSITION TO
COUNTY ATTORNEY MITCHELL'S MOTION FOR JUDGMENT
ON THE PLEADINGS**

(Assigned to the Hon. Scott Blaney)

1 County Attorney Rachel Mitchell's Motion for Judgment on the Pleadings fails on mul-
2 tiple fundamental levels. She seeks to strip an elected constitutional officer of his right to
3 choose competent counsel while simultaneously positioning herself as his adversary in the very
4 litigation where she claims the authority to control his representation. This unprecedented
5 assertion of power finds no support in Arizona law and violates core principles of legal ethics,
6 due process, and separation of powers.

7 The motion fundamentally mischaracterizes Arizona law regarding county officers' au-
8 thority, ignores decades of controlling precedent affirming the County Recorder's right to re-
9 tain independent counsel, and attempts to obscure County Attorney Mitchell's manifest con-
10 flicts of interest through legal sleight of hand. Most egregiously, it seeks to legitimize her co-
11 ordination with opposing counsel against her purported client.

12 **Argument**

13 **I. County Attorney Mitchell lacks statutory authority to appoint counsel for other** 14 **county officers.**

15 County Attorney Mitchell's motion rests on the foundational claim that she possesses
16 statutory authority to "ensure quality, cost-efficient litigation counsel for county officers, and
17 that county funds are not used to further any particular ideological agenda." Mitchell Motion
18 for Judgment on the Pleadings ("MMJP") at 1. However, this assertion finds no support in
19 Arizona law.

20 **a. No statute grants the County Attorney power to appoint counsel for other offic-** 21 **ers.**

22 Despite extensive briefing, County Attorney Mitchell has failed to identify *any* statute
23 that expressly grants her the authority to appoint counsel for other county officers. Section §
24 11-532(A) defines the County Attorney as the "public prosecutor of the county" and estab-
25 lishes her duties to provide legal advice to the Board of Supervisors and defend claims against
26 the county. Notably absent from this statutory framework is any grant of authority to select
or control the legal representation of other elected officials.

The County Attorney's reliance on her general prosecutorial role cannot support the
sweeping claim of authority over other officers' counsel. Arizona law requires that

1 governmental powers be expressly or impliedly delegated by statute. *Ariz. Pub. Integrity All. v.*
2 *Fontes*, 250 Ariz. 58, 62 ¶ 14 (2020). This very principle, which County Attorney Mitchell at-
3 tempted to invoke against Recorder Heap, MMJP at 3, actually applies to her own claims of
4 authority.

5 **b. The purported “gatekeeper” role is a fiction without legal foundation.**

6 County Attorney Mitchell’s motion characterizes her as serving “an important gate-
7 keeper role in protecting the expenditure of county funds for litigation purposes.” MMJP at
8 1. This characterization lacks any statutory basis and represents an unauthorized expansion of
9 her prescribed duties. The Legislature knows how to grant such gatekeeping authority when it
10 chooses to do so—as evidenced by A.R.S. § 11-251(14), which expressly grants the Board of
11 Supervisors authority to “[d]irect and control the prosecution and defense of all actions to
12 which the county is a party.” No similar grant exists for the County Attorney regarding other
13 officers’ choice of counsel.

14 **II. Recorder Heap possesses both express and implied authority to retain counsel.**

15 The power to appoint counsel has been delegated to Recorder Heap both by statute
16 and impliedly. It is thus irrelevant when County Attorney Mitchell makes the unremarkable
17 statement that “[t]he Recorder’s authority is limited to those powers expressly or impliedly
18 delegated to him by the state constitution or statutes.” MMJP at 3 (quoting *Fontes*, 250 Ariz. at
19 62 ¶ 14).

20 **a. The common law right to counsel is incorporated into Arizona statute.**

21 As discussed more fully in Recorder Heap’s Motion for Judgment on the Pleadings
22 (which Recorder Heap incorporates by reference fully herein), Arizona has, by statute, incor-
23 porated the common law, and litigants have a common law right to counsel of their choice.
24 Recorder Heap’s Motion for Judgment on the Pleadings (“HMJP”) at 9. Arizona has expressly
25 adopted the common law “so far as it is consistent with and adapted to the natural and physical
26 conditions of this state.” A.R.S. § 1-201. The right to select one’s own attorney is a fundamen-
tal principle of common law that has been recognized for centuries. As the Arizona Supreme
Court’s Ethics Committee has noted, “a client may fire a lawyer at any time, for good or bad
reasons.” *Supreme Court of Arizona Attorney Ethics Advisory Committee*, Ethics Op. EO-20-0001.

1 If a client has an absolute right to discharge counsel, he necessarily possesses the right to retain
2 counsel.

3 This common law right has particular force for elected officials who must navigate
4 complex legal and political terrain while remaining accountable to voters. The principle that
5 “the public interest would require that the men who had the final authority in all matters in
6 regard to the action should be allowed to choose the counsel who actually handled its legal
7 phases” applies with equal force to all county officers. *Bd. of Sup’rs of Maricopa Cnty. v. Woodall*,
8 120 Ariz. 379, 383 (1978).

9 **b. The authority to retain counsel is necessarily implied from Recorder Heap’s
10 statutory duties.**

11 The power to retain independent counsel is necessarily implied from Recorder Heap’s
12 constitutional and statutory responsibilities. As the elected County Recorder, he bears direct
13 accountability to voters for the performance of his office. This accountability would be mean-
14 ingless if he could be forced to rely solely on counsel controlled by potential adversaries or
15 conflicted attorneys.

16 Arizona law recognizes that implied authority may exist even when not expressly granted.
17 Recorder Heap has “all powers that may be fairly implied from, and are necessary for, the com-
18 plete exercise of [his] express powers.” *Ponderosa Fire Dist. v. Coconino Cnty.*, 235 Ariz. 597, 603 ¶
19 25 (App. 2014). Recorder Heap’s independent constitutional status, his specific electoral man-
20 date, and the fundamental conflict present here demonstrate the necessity of independent au-
21 thority to select and retain counsel and his implied authority to do so.

22 **III. County Attorney Mitchell’s attempts to distinguish *Biaett* are unavailing.**

23 County Attorney Mitchell’s motion attempts to distinguish *Maricopa County v. Biaett*, 21
24 Ariz. App. 286, 290 (1974), by emphasizing the procedural sequence in that case—arguing that
25 because the county attorney and attorney general had given permission before the recorder
26 retained counsel, *Biaett* establishes no broad principle of independent authority. This distinc-
tion fundamentally misreads *Biaett*’s holding and ignores the Court of Appeals’ explicit reason-
ing about the recorder’s inherent authority to choose counsel. MMJP at 5-7.

Mitchell argues that *Biaett* “held only that the recorder did not need to secure board
approval of such counsel for his legal expenses to be a valid county charge” and “does not

1 give the Recorder the kind of free-wheeling power to hire outside counsel that he claims here.”
2 MMJP at 6. This characterization strips *Biaett* of its constitutional significance and reduces a
3 landmark separation-of-powers decision to mere administrative procedure.

4 The Court of Appeals in *Biaett* did not base its holding on whether the County Recorder
5 had received permission to retain private counsel from the County Attorney or the Attorney
6 General. Instead, the court grounded its decision in fundamental principles of the independ-
7 ence of elected officers: “To hold otherwise would leave the recorder at the complete mercy
8 of those desirous of improperly usurping his functions.” *Biaett*, 21 Ariz. App. at 290. In other
9 words, the Recorder’s authority to choose counsel flows from his constitutional role, not from
10 permission granted by other officials or whether he followed some specified procedure before
11 retaining counsel.

12 Moreover, County Attorney Mitchell’s emphasis on the “permission” given in *Biaett*
13 ignores the critical fact that here, she has actively *denied* permission while simultaneously cre-
14 ating the very conflict that necessitates independent counsel. Where *Biaett* involved coopera-
15 tion between officials, Mitchell has created antagonism. The procedural differences County
16 Attorney Mitchell highlights actually strengthen Recorder Heap’s position: if a Recorder could
17 choose counsel with permission in *Biaett*, he certainly can choose counsel when the county
18 attorney has both refused permission for him to litigate at all and made herself adverse to his
19 interests.

20 The Arizona Supreme Court’s subsequent decisions in *Woodall* and *Romley v. Daughton*
21 confirm this broader reading of *Biaett*. *Bd. of Sup’rs of Maricopa Cnty. v. Woodall*, 120 Ariz. 379,
22 382-83 (1978); *Romley v. Daughton*, 225 Ariz. 521, 524 ¶ 13 (App. 2010). These cases consistently
23 recognize that county officials may retain independent counsel when the county attorney is
24 unavailable due to conflicts—exactly the situation Mitchell’s own conduct has created here.

25 Further confirming this interpretation is that, in *Riley, Hoggatt & Snagee, P.C. v. English*,
26 the Arizona Supreme Court explicitly rejected the notion that *Biaett* established mandatory
procedural requirements for counsel retention, holding that “the procedural history of *Biaett*”
does not “set[] forth ‘required steps’” that a public officer must take before retaining private
counsel. 177 Ariz. 10, 15 (1993). Both *Biaett* and *Riley* presupposed that a public official has

1 the authority to retain outside counsel, with the only question in both cases being the county's
2 payment obligation. Significantly, that payment question is not even at issue here, as America
3 First Legal is providing representation pro bono. Recorder Heap's Answer ¶¶ 55, 57; HMJP
4 at 2. County Attorney Mitchell's attempt to relitigate settled law regarding counsel retention
5 authority is particularly inappropriate given that the underlying authority question has been
6 resolved in favor of county officers' independence.

7 **IV. County Attorney Mitchell is directly adverse to Recorder Heap**

8 County Attorney Mitchell's claim that "no ethical conflict prevents the County Attor-
9 ney from exercising her statutory appointment powers, which is not itself 'representation'"
10 fails on multiple levels. MMJP at 2. The assertion of appointment powers lacks statutory foun-
11 dation, and her conduct demonstrates clear adversity to Recorder Heap.

12 **a. Consolidation creates direct adversity.**

13 The consolidation of *Heap v. Galvin* and *Mitchell v. Heap* places County Attorney Mitchell
14 in direct opposition to Recorder Heap on overlapping legal issues. She cannot simultaneously
15 claim to represent his interests while actively litigating to strip him of his chosen counsel *as*
16 *part of that very same consolidated case*. Arizona Ethical Rule 1.7 explicitly prohibits such concurrent
17 conflicts of interest. Comment 10 to ER 1.7 specifically addresses this precise scenario: "A
18 government lawyer cannot provide advice to, or represent, the client representative in one
19 matter, and act as an advocate against the client representative in another matter, even when
20 the matters are unrelated." Here, the matters are not merely related—they are consolidated
21 and arise from the same operative facts.

22 **b. County Attorney Mitchell's own admissions confirm her adversity.**

23 County Attorney Mitchell has admitted under penalty of perjury that her subordinate
24 engaged in ex parte communications with opposing counsel regarding her litigation position.
25 Specifically, she acknowledged that "Thomas Liddy, an attorney from my office, did have a
26 telephone conversation on the eve of the June 30, 2025, return hearing in which he confirmed
my position regarding the Recorder's inability to appoint his own counsel." MMJP, Ex. 1 ¶ 16.

This admission reveals several critical ethical violations:

1. **Ex Parte Communication with Opposing Counsel:** County Attorney Mitchell's

1 office communicated directly with counsel for the Board of Supervisors—Recorder
2 Heap’s adversary—regarding litigation strategy and positions. No parallel communica-
3 tion occurred with Recorder Heap’s counsel. If this communication were innocent and
4 above board, then why was there no similar communication with Counsel for Recorder
5 Heap? And how can Recorder Heap ever be sure of what was really said during that
6 conversation?

7 2. **Betrayal of Client Confidentiality:** By sharing her litigation position with opposing
8 counsel while excluding her purported client, County Attorney Mitchell violated her duty
9 of loyalty and confidentiality.

10 3. **Coordination with Adversaries:** The timing and content of this communication
11 demonstrate coordination with the Board’s litigation strategy against Recorder Heap.

12 County Attorney Mitchell attempts to rationalize this shocking breach by claiming the
13 communication was merely to provide “notice” to the Court. MMJP at 9-10. This explanation
14 is both implausible and irrelevant—if such notice were necessary, ethical counsel would have
15 communicated with all parties equally, or filed a notice directly with the court, not exclusively
16 with her client’s adversary.

17 **c. County Attorney Mitchell’s conduct has irrevocably poisoned the attorney-cl-**
18 **ient relationship.**

19 County Attorney Mitchell’s subordinate’s ex parte coordination with opposing counsel
20 represents an irrevocable breach of the trust essential to any attorney-client relationship. As
21 Comment 1 to Ethical Rule 1.7 emphasizes, “[l]oyalty” is an “essential element[] in the lawyer’s
22 relationship to a client.” Once County Attorney Mitchell chose to coordinate with Recorder
23 Heap’s adversaries rather than with him, she destroyed any possibility of representing his in-
24 terests. Therefore, she has made herself directly adverse to him.

25 The damage extends beyond this single communication. How many other sub rosa
26 discussions have occurred without disclosure? What other confidential information or litiga-
tion strategies has County Attorney Mitchell shared with opposing counsel? The relationship
of trust has been so thoroughly compromised that no remedy short of dismissal of her special
action and her complete withdrawal from participation in this litigation could possibly restore

1 ethical representation and start to heal the wound to the attorney-client relationship that she
2 has caused.

3 **V. County Attorney Mitchell’s public statements violated her duty of loyalty.**

4 County Attorney Mitchell’s May 6, 2025, public letter regarding the CD-07 election
5 demonstrates additional ethical violations. While she attempts to justify this letter by claiming
6 Recorder Heap waived privilege through his Chief of Staff’s public statements, this argument
7 fails on multiple grounds.

8 First, the content of County Attorney Mitchell’s letter was factually incorrect. Her sub-
9 ordinates had indeed authorized Recorder Heap’s election plan, contrary to her public asser-
10 tion that “no attorney from my Office gave such approval.” Recorder Heap’s Answer, Ex. 6.
11 Even if privilege were somehow waived, County Attorney Mitchell violated her duty of loyalty
12 by making prejudicial public statements about her client that she knew, or should have known,
13 were untrue.

14 Second, the rapid and strategic leak of this letter to media outlets suggests deliberate
15 coordination to damage Recorder Heap’s position in his dispute with the Board. The letter
16 appeared on social media and in news reports within hours of its creation, well before the
17 Board officially published it. This timing and distribution pattern support the inference that
18 County Attorney Mitchell herself may have orchestrated the leak as part of a campaign against
19 her purported client.

20 **VI. The injunction factors are not satisfied.**

21 Even if County Attorney Mitchell possessed the authority she claims—which she does
22 not—the traditional injunction factors weigh heavily against the relief requested.

23 **a. There is no irreparable harm.**

24 County Attorney Mitchell has not identified any concrete harm from Recorder Heap’s
25 choice of qualified counsel. America First Legal is providing competent representation pro
26 bono, eliminating any financial burden on the county. The claimed “impediment” to County
Attorney Mitchell’s duties is illusory, as she possesses no statutory duty regarding Recorder
Heap’s counsel selection.

b. Adequate remedies at law exist.

If the Board of Supervisors had legitimate concerns about Recorder Heap’s choice of

1 counsel, it possessed adequate procedural remedies, including filing a motion to disqualify
2 counsel. County Attorney Mitchell's decision to file a separate lawsuit rather than allowing
3 normal procedural mechanisms to operate demonstrates that traditional legal remedies were
4 available.

5 **c. The balance of hardships favors Recorder Heap.**

6 The public interest strongly favors allowing an elected official to obtain competent legal
7 representation of his choice when challenging unlawful conduct by other government entities.
8 Recorder Heap seeks only to perform his statutory duties and serve the voters who elected
9 him. County Attorney Mitchell, by contrast, seeks to maintain an artificial stranglehold over
10 litigation strategy that serves no legitimate public purpose.

11 **VII. Recorder Heap properly pled his affirmative defenses.**

12 **a. Estoppel**

13 County Attorney Mitchell is estopped from seeking relief caused by her own conduct
14 that created the situation she now challenges. She appointed Justice Gould with explicit limi-
15 tations preventing litigation services, then complained when Recorder Heap was forced to
16 seek alternative counsel. When Justice Gould specifically requested permission to litigate on
17 Recorder Heap's behalf, County Attorney Mitchell refused, effectively forcing the retention
18 of independent counsel. Recorder Heap's Answer ¶¶ 22-23, 33, 61, 64, Ex. 4-5.

19 **b. Unclean hands**

20 County Attorney Mitchell's inequitable conduct bars her from obtaining equitable re-
21 lief. Her deliberate limitation of appointed counsel's authority, false public statements about
22 attorney-client communications, and coordination with opposing counsel constitute the type
23 of unconscionable behavior that precludes equitable remedies.

24 **c. Waiver and laches**

25 County Attorney Mitchell was aware of America First Legal's retention as early as April
26 18, 2025, yet waited over two months before filing suit. This delay, particularly in the context
of time-sensitive election matters, constitutes both waiver and inexcusable laches that preju-
dice Recorder Heap's ability to perform his constitutional duties.

VIII. County Attorney Mitchell lacks standing.

County Attorney Mitchell cannot demonstrate standing to challenge Recorder Heap's
choice of counsel because she lacks any statutory authority over that choice. Standing requires

1 either injury to a legally protected interest or an actual controversy between parties with ad-
2 verse legal interests. Since no statute grants County Attorney Mitchell authority over Recorder
3 Heap's counsel selection, she cannot claim injury from his exercise of that authority.

4 Moreover, County Attorney Mitchell's own conflicts of interest eliminate any beneficial
5 interest she might otherwise possess in Recorder Heap's representation. An attorney who has
6 made herself adverse to her purported client cannot claim standing to protect that client's
7 interests.

8 **IX. If Recorder Heap's Motion for Judgment on the Pleadings is denied, important**
9 **factual issues remain regarding County Attorney Mitchell's claims, and discov-**
10 **ery would be required before judgment could be granted.**

11 There is no basis to grant County Attorney Mitchell's motion because serious factual
12 disputes remain that preclude judgment in her favor. Discovery must be permitted to establish
13 the full scope of coordination between County Attorney Mitchell and the Board of Supervisors
14 to determine whether she is actually adverse to Recorder Heap. Critical areas requiring discov-
15 ery include:

- 16 1. Communications between County Attorney Mitchell and BOS members or counsel re-
17 garding her litigation position and plans
- 18 2. Communications between Mitchell's subordinates and the BOS regarding litigation strat-
19 egy
- 20 3. The circumstances surrounding the leak of County Attorney Mitchell's May 6, 2025 letter
- 21 4. Whether Chairman Galvin's "expectations" of County Attorney Mitchell were truly uni-
22 lateral or resulted from coordination

23 The factual record already establishes substantial evidence of coordination, but the full
24 extent of behind-the-scenes communications remains unclear and directly impacts the conflict
25 of interest analysis.

26 **Conclusion**

County Attorney Mitchell's special action represents an extraordinary attempt to ex-
pand her authority beyond statutory limits while simultaneously attacking the very client she
claims to represent. Her lack of statutory authority, manifest conflicts of interest, ethical vio-
lations, and coordination with opposing counsel preclude judgment in her favor and each

1 independently require dismissal of her claims.

2 RESPECTFULLY SUBMITTED this 2nd day of September, 2025.

3 **America First Legal Foundation**

4
5 By: /s/James Rogers

6 James K. Rogers (No. 027287)

7 *Senior Counsel*

8 America First Legal Foundation

9 611 Pennsylvania Ave., SE #231

10 Washington, D.C. 20003

11 Phone: (202) 964-3721

12 James.Rogers@aflegal.org

13 *Attorney for Maricopa County Recorder Justin Heap,*

14 *Plaintiff in Heap v. Galvin*

15 *Defendant in Mitchell v. Heap*

16 ORIGINAL filed and served via electronic
17 means this 2nd day of September, 2025, upon:

18 Kory Langhofer

19 STATECRAFT PLLC

649 North Fourth Avenue, First Floor

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kory@statecraftlaw.com

20 *Attorney for the Board of Supervisors Defendants / Counterclaimants*

21 Brett W. Johnson

22 Ryan P. Hogan

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26 *Attorneys for Maricopa County Attorney Rachel Mitchell*

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2025-020621

01/30/2026

HONORABLE SCOTT A. BLANEY

CLERK OF THE COURT

P. McKinley

Deputy

JUSTIN HEAP

JAMES K ROGERS

v.

THOMAS GALVIN, et al.

THOMAS J. BASILE

RYAN P HOGAN
BRETT W JOHNSON
CHARLENE A WARNER
KORY A LANGHOFER
JUDGE BLANEY

UNDER ADVISEMENT RULING

The Court has reviewed and considered Plaintiff Maricopa County Attorney Rachel Mitchell's *Motion for Judgment on the Pleadings*, Defendant Maricopa County Recorder Justin Heap's *Motion for Judgment on the Pleadings Against Attorney Mitchell*, the parties' respective responses, the arguments received at the December 2, 2025 oral argument, and the limited record in this case.

This action arises from Recorder Heap's lawsuit against the Maricopa County Board of Supervisors ("BOS") (*Heap v. Galvin, et. al.* No. CV2025-020621). County Attorney Mitchell filed this additional special action against County Recorder Heap (*Mitchell v. Heap* No. CV2025-022266) and the Court consolidated the two cases into the broader case brought by Recorder Heap.

In Recorder Heap's lawsuit against the BOS, Recorder Heap chose to retain the services of an outside law firm – America First Legal Foundation – that is providing its representation *pro*

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bono. The County Attorney brought this action based in part upon her argument that she, as the County Attorney, has the exclusive statutory authority and duty to represent county officers in civil litigation. County Attorney's *Motion* at p. 1. Further, the County Attorney argues that when her office has a conflict and cannot represent a particular county officer, she as the County Attorney has the exclusive authority to choose the attorney or law firm that will represent the county officer in litigation, including when the county officer is initiating litigation as a plaintiff.

In her lawsuit against Recorder Heap, County Attorney Mitchell requests declaratory and injunctive relief, seeking: (1) a declaratory judgment that unless the County Attorney has a direct legal conflict with the Recorder, the Recorder is not lawfully permitted to select, retain, or otherwise utilize any outside counsel that has not been appointed by the County Attorney; (2) injunctive relief enjoining the Recorder from retaining the Recorder's current law firm – America First Legal – or any other outside counsel that has not been appointed by the County Attorney; (3) a declaratory judgment that the Recorder acted outside his lawful authority by expending public monies to hire America First Legal without the approval of the County Attorney; and (4) injunctive relief enjoining the Recorder from expending any additional funds to retain America First Legal or any other outside counsel that has not been appointed by the County Attorney.

Both parties move for judgment on the pleadings. Each party argues that the other party has not met its purported burden. For example, County Attorney Mitchell argues, *inter alia*, that Recorder Heap has not identified any legal authority for his decision to retain outside counsel without the approval of the County Attorney. Recorder Heap argues, *inter alia*, that County Attorney Mitchell has not identified any statute or case law establishing that she has the exclusive authority to determine who may represent the Recorder in his dispute with the County Board of Supervisors. The Recorder further points out that it was County Attorney Mitchell who brought this special action and therefore it is the County Attorney who bears the burden of establishing her standing to bring the case and the burden of ultimately proving her case.

THE COURT FINDS that the County Attorney, as the Plaintiff that brought this action seeking declaratory and injunctive relief, has the burden of establishing, *inter alia*, her: (1) standing to bring this action in her official capacity; (2) her entitlement to declaratory relief on the issues presented; and (3) her entitlement to injunctive relief.

A party may move for judgment on the pleadings after the pleadings are closed. Rule 12(c), Ariz.R.Civ.P. A Rule 12(c) motion tests the sufficiency of the complaint or the answer, and all well pleaded allegations are to be taken as true. *Mobile Community Council for Progress, Inc. v. Brock*, 211 Ariz. 196, 198 ¶ 5 (App. 2005).

The County Attorney's arguments turn on interpretation of the statute governing her position and her authority: A.R.S. § 11-532. "The cardinal rule of statutory construction is that

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the courts must primarily attempt to ascertain and give effect to the intent of the legislature.” *Hampton v. Glendale Union High School District*, 172 Ariz. 431, 434 (App. 1992). The Court’s task in statutory interpretation is “to effectuate the text if it is clear and unambiguous.” *BSI Holdings, LLC v. Arizona Department of Transportation*, 244 Ariz. 17, 19 ¶ 9 (2018).

THE COURT FINDS that the County Attorney has failed to identify any controlling authority establishing that she has the exclusive statutory authority and duty to represent county officers in civil litigation when the county official is initiating litigation as a plaintiff. The County Attorney has further failed to identify any controlling authority establishing that she has the exclusive statutory authority and duty – when her office has a conflict – to choose the attorney or law firm that will represent a county officer in litigation when the county officer is initiating litigation as a plaintiff.

The plain language of the statute governing the County Attorney’s powers and duties does not empower her with the authority she claims in this lawsuit. Nowhere in A.R.S. § 11-532 did the Legislature give the County Attorney veto power over the County Recorder’s ability to choose an attorney to represent the Recorder in litigation initiated by the Recorder. Indeed, the Legislature used very specific language when listing the County Attorney’s authority in the statute, expressly stating in relevant part that the County Attorney shall: (1) conduct all prosecutions for public offenses and seek warrants for persons charged with public offenses; (2) draw indictments and informations; (3) “*defend*” actions brought against the county; (4) “prosecute” actions to recover recognizances; (5) “prosecute” actions for recovery of debts, fines, penalties and forfeitures belonging to the state or county; (6) provide written opinions to county officers; (7) act as legal advisor to the Board of Supervisors; (8) “oppose” claims against the county; (9) act as the attorney specifically for school districts and community college districts, and in some cases, a school district governing board member; and (10) “defend” property tax appeals.

The authority that the County Attorney asserts in this case is simply not listed in the statute among the very specific, detailed list of her statutory powers, and this Court may not read into the law what the Legislature deliberately left out. *Arizona Public Service Co. v. Long*, 160 Ariz. 429, 435-36 (1989) (rejecting arguments in that case regarding what the Legislature must have intended to regulate, reasoning that if the Legislature had in fact intended to regulate the issue, it would have expressly done so). The Court will not engage in interpretation of a statute that “add[s] words to the statute that are not there[.]” *Qasimyar v. Maricopa Cnty.*, 250 Ariz. 580, 588 ¶ 26 (App. 2021).

The County Attorney relies on several cases that the Court finds factually distinguishable. For example, *Brnovich v. Arizona Board of Regents*, 250 Ariz. 137 (2020) focuses upon the authority of the Attorney General, not the County Attorney. The Attorney General’s authority derives from an entirely different statute: A.R.S. § 41-193. In *Brnovich*, the Arizona

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Supreme Court found that the statute's broad use of the word "prosecute" encompassed the authority that the County Attorney claims in the present case. But the Court notes that the Legislature used noticeably different language in the two statutes. For example, § 41-193 empowers the Attorney General to "prosecute any" and "all" proceedings in the Arizona Supreme Court or other Arizona courts in which the State or a state officer "is a party" in his/her official capacity. § 41-193(A)(1)&(2). It is difficult to see how that use of "prosecute" could be any broader. But the Legislature was far more specific – and limiting – with its use of "prosecute" in § 11-532, empowering the County Attorney to simply conduct prosecutions for "public offenses," § 11-532(A)(1), prosecute actions to recover recognizances, § 11-532(A)(4), and prosecute actions for recovery of debts, fines, penalties, and forfeitures, *id.* In other sections, the County Attorney is empowered to specifically "defend" actions brought against the county and "oppose" claims against the county. § 11-532(A)(4)&(9). Notably, the statute grants the County Attorney the authority to specifically "represent" school districts, community college districts, and in certain instances, school district governing board members. § 11-532(A)(10), (11), & (C). Regarding county officers, such as the Recorder, the County Attorney is merely empowered to "give a written opinion on matters relating to the duties of their offices." § 11-532(A)(7). Thus, the Legislature's decision to list detailed, specific, limited authorities that are granted to the County Attorney in § 11-532 indicates that the Legislature did not intend to grant the County Attorney the same broad authorities that it granted to the Attorney General in § 41-193. *See City of Surprise v. Arizona Corporation Commission*, 246 Ariz. 206, 211, ¶¶ 13, 14 (2019) ("Applying the *expressio unius* canon, we infer that the legislature's decision to include the terms "sell, lease, assign," and "mortgage," but not "condemn" or any variant thereof was intentional."). The *Brnovich* case is therefore unhelpful the County Attorney's argument.

As further examples, *Board of Supervisors v. Woodall*, 120 Ariz. 379 (1978) focused on expenditure of public funds for legal representation. Public funds are not at issue in the present case because Recorder Heap's legal counsel – America First Legal – is representing the Recorder *pro bono*. Another of the County Attorney's cited cases, *Romly v. Daughton*, 225 Ariz. 521 (2010), involved the *Board of Supervisors'* attempt to hire independent legal counsel to provide legal advice in lieu of the County Attorney. But the County Attorney is expressly empowered in § 11-532(A)(4)&(9) to defend and advise the county through the Board of Supervisors. As detailed above, there is nothing in the statute that empowers the County Attorney to serve as the exclusive legal representative for county officers who are initiating litigation.

THE COURT FURTHER FINDS that because the County Attorney has not established that she has the exclusive right to represent the County Recorder and/or the exclusive right to decide who the County Recorder may retain as his attorney in litigation, the County Attorney has not established that she has standing in her official capacity to challenge Recorder Heap's retention of America First Legal as his legal counsel in *Heap v. Galvin, et. al.* No. CV2025-020621. *See* County Recorder's *Verified Special Action Complaint for Declaratory and Injunctive Relief* at ¶ 1

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(“The County Attorney brings this lawsuit to vindicate her statutory and inherent responsibility and authority as the Recorder’s attorney and to appoint outside counsel for him when a conflict prevents her from personally representing him.”) and ¶ 12 (“The County Attorney brings this lawsuit in her official capacity.”).

Good cause shown:

IT IS ORDERED granting Defendant Maricopa County Recorder Justin Heap’s *Motion for Judgment on the Pleadings* and denying Plaintiff Maricopa County Attorney Rachel Mitchell’s *Motion for Judgment on the Pleadings*. The County Attorney’s action is dismissed from his case.

IT IS FURTHER ORDERED declining to address the parties’ remaining arguments – and specifically the arguments regarding the County Attorney’s conflicts - as moot.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2025-020621

06/15/2026

HONORABLE SCOTT A. BLANEY

CLERK OF THE COURT
C. Nasui
Deputy

JUSTIN HEAP

JAMES K ROGERS

v.

THOMAS GALVIN, et al.

THOMAS J. BASILE

RYAN P HOGAN
BRETT W JOHNSON
STEPHEN W TULLY
CHARLENE A WARNER
KORY A LANGHOFER
JUDGE BLANEY

MINUTE ENTRY

East Court Building – Courtroom 411-VC-CV

10:00 a.m. This is the time set for an Order to Show Cause Return Hearing. Plaintiff/Counterdefendant, Justin Heap, in his official capacity as Maricopa County Recorder, is present and represented by counsel, James K. Rogers. Defendant/Counterclaimant, Thomas Galvin, Kate Brophy McGee, Debbie Lesko, and Steve Gallardo, in their official capacities as members of the Maricopa County Board of Supervisors, are represented by counsel, Kory A. Langhofer. Intervenor, Rachel Mitchell, in her official capacity as Maricopa County Attorney, is represented by counsel, Ryan P. Hogan, and Brett W. Johnson. Defendant/Counterclaimant, Mark Stewart, in his official capacity as a member of the Maricopa County Board of Supervisors, is represented by counsel, Stephen W. Tully. All parties are present telephonically/virtually via Court Connect.

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A record of the proceedings is made digitally in lieu of a court reporter.

LET THE RECORD REFLECT that this hearing is a return hearing, and the Court shall not be taking any evidence.

Discussion is held regarding the Plaintiff Rachel Mitchell's *Motion for Temporary Restraining Order (with notice) and Preliminary Injunction* filed June 4, 2026, *Application for Order to Show Cause* filed June 5, 2026, and *Motion to Stay Enforcement of Order Pending Appeal* filed May 26, 2026.

Based on the discussion held on the record,

LET THE RECORD REFLECT that this Court maintains jurisdictions in this case pending ruling from the Court of Appeals.

IT IS ORDERED setting an **in-person** Evidentiary Hearing on **June 26, 2026, at 9:00 a.m. (time allotted: 2 hours)** on the *Motion for Temporary Restraining Order (with notice) and Preliminary Injunction* filed June 4, 2026, before this Division.

Honorable Scott A. Blaney
East Court Building
101 West Jefferson, Courtroom 411
Phoenix, Arizona 85003-2202
Telephone: (602) 372-1095

IT IS FURTHER ORDERED counsel shall file a Joint Hearing Statement signed by all counsel/parties no later than **June 22, 2026**.

IT IS FURTHER ORDERED directing the parties to review the January 30, 2026 Order.

IT IS FURTHER ORDERED that the parties' exhibits shall be uploaded via Case Center by **noon on June 19, 2026**.

This Division requires Bench copies of all exhibits to be submitted in binders and with numbered, tabbed dividers for the Judge's use.

Accordingly, **IT IS FURTHER ORDERED** no later than **noon on June 19, 2026**, the parties shall deliver their **set of Bench copies of exhibits** to this Division.

10:19 a.m. Matter concludes.

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EXHIBIT REQUIREMENTS

IT IS ORDERED that the parties submit any proposed hearing exhibits as follows:

1. **Submit Hearing Exhibits through Case Center.** This division is using Case Center (also known as Case Lines), a statewide electronic exhibit portal. Attorneys must submit exhibits through Case Center; Self-Represented Litigants can request to opt-out of Case Center by contacting the judge's division at Briana.Burdick@jbazmc.maricopa.gov. Unless otherwise ordered, Exhibits must be submitted at least **5 business days** before the hearing as provided below.
2. **Opting Out of Case Center (Self-Represented Litigants only).** A Self-Represented Litigant may opt out of Case Center no less than **10 calendar days** before the trial/evidentiary hearing (or within 24 hours of being served with notice if the party is served less than **10 calendar days** before the evidentiary hearing). The Self-Represented Litigant must email the other Self-Represented Litigants or counsel and the assigned judicial division to notify the court that they are opting out and to request instructions for submitting exhibits. Self-Represented Litigants must comply with the deadline for submitting Exhibits. Each party must make sure the Court has the party's valid current email address. If you do not have an email address, you can obtain a free one through accounts.google.com. Each party must register for Case Center at www.azcourts.gov/digitalevidence. The website has links to training resources that will guide you through uploading exhibits and navigating Case Center. The Clerk of Court will send an email invitation to each party (or their attorney of record) with a case-specific Case Center link for uploading exhibits before the first hearing. For subsequent hearings in the same case, parties will not receive another email and should access the case on the Case List page. For instructions, See www.azcourts.gov/Portals/0/222/TrainingVideos/Invitation-CaseList-CaseFilter-3-2-2022.mp4. **For assistance with Case Center invitations only**, email the Clerk of Court at COCExhibitQuestions@maricopa.gov. The email subject line should include the case number. The body of the email should include the parties' names, the assigned judge's name and explain that the sender is requesting help with a Case Center invitation.
3. **Exhibit Format.** Case Center accepts most digital formats (including photographs, PDFs, Word files, audio files, and video files). Case Center automatically numbers the exhibits. Plaintiff/Petitioner's exhibits have a **P-** prefix (**Exhibit P1, P2, etc.**) and Defendant/Respondent's exhibits have a **D-** prefix (**Exhibit D1, D2, etc.**). During the hearing, the parties must refer to exhibits using the Case Center exhibit numbers. For

SUPERIOR COURT OF ARIZONA
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assistance with Case Center, contact AOC Support Services at (602) 452-3519 (option 5) or pasupport@courts.az.gov, Monday – Friday 7 AM – 6 PM, excluding State holidays.

4. **Exhibit Upload Assistance.** Scanners are available at each of the regional court Law Library Resource Centers. Each scanner has an attached computer and instructions on how to upload exhibits into Case Center.
5. **Exchange Exhibits.** At least **5 business days (not including weekends)** before the hearing, you must give the other party copies of all exhibits you submitted for use at the hearing.
6. **Physical Exhibits.** The Courtroom Clerk will handle marking physical exhibits for Self-Represented Litigants who opt out of Case Center. Attorneys who submit physical exhibits must create a placeholder in Case Center and include “Physical Exhibit” in the name of the exhibit prior to submitting the physical exhibit(s) to the judge’s division. The collection of physical exhibits must have a Physical Exhibit Case Coversheet that includes the following: (1) the name of the party submitting the exhibit(s); (2) the case number; (3) the date of hearing; and (4) the exhibit number(s) and description(s). In addition, each individual exhibit must have an Exhibit Coversheet printed on color paper indicating the physical exhibit’s exhibit number in Case Center. For Self-Represented Litigants, if any individual exhibit is a document that is longer than ten (10) pages, each page of the exhibit should be numbered. Division staff will provide the exhibits to the Courtroom Clerk for marking. The Courtroom Clerk will mark physical exhibit(s) with the same exhibit number used in Case Center
7. **Devices and WiFi.** If needed, hearing participants may request to use a court-provided devices to view and present exhibits during an evidentiary hearing. All requests for access to a court-provided device must be submitted to the division via email **5 calendar days** before the Hearing. Hearing participants can connect to the court’s free MCPUBLIC WiFi for up to 90 minutes. For evidentiary hearings/trials longer than 90 minutes, WiFi users, the parties may request access to MCSponsored WiFi which will allow access to WiFi without the need to reconnect after 90 minutes by emailing the assigned division **10 calendar days** in advance of any Hearing. Self-Represented Litigant access will be valid for 60 days; lawyer and nonlawyer representative access will be valid for 365 days.
8. **Remote Witnesses.** Any party who calls a witness who is appearing remotely (*i.e.*, by telephone or videoconference) should either (1) provide the witness with a copy of all exhibits or (2) ensure that the remote witness has an electronic device available that allows them to view exhibits displayed on a screen through either Case Center or Teams.

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9. **Exhibit Presentation During Hearings.** *Unless indicated otherwise in any hearing-specific court minute entry or order*, offerors may, but are not required to, use Case Center to present (e.g., show to the court, a witness, or the jury) evidence during a Hearing. Options for presentation of evidence include but are not limited to the following: (1) use of paper copies of the exhibits that have been uploaded to Case Center; (2) use of evidence presentation software and/or PDF viewers to display PDFs of exhibits that have been uploaded to Case Center; (3) screen sharing of Case Center through Court Connect (Teams); and (4) use of Case Center “Presentation” mode to share exhibits. Parties are strongly encouraged to download PDFs of their Case Center exhibits and/or have paper copies available in the event there are technological difficulties in the courtroom.
10. **Additional resources.** For Case Center related training and questions, the parties may wish to visit the [Arizona Courts Digital Evidence Training Resources Website](https://www.azcourts.gov/digitalevidence/Training/AttorneyandSelf-RepresentedLitigants) at: <https://www.azcourts.gov/digitalevidence/Training/AttorneyandSelf-RepresentedLitigants>. ***For technical issues with Case Center***, parties may contact AOC Support Services Monday – Friday from 7:00 AM – 6:00 PM, excluding State holidays, at (602) 452-3519, 1-800-720-7743 (toll free), or pasupport@courts.az.gov. The parties may also wish to review A.O. 2024-080 at <https://www.azcourts.gov/digitalevidence> for additional information regarding Case Center.

NOTE: All Court proceedings are recorded digitally and not by a court reporter. Pursuant to Local Rule 2.22, if a party desires a court reporter for any proceeding in which a court reporter is not mandated by Arizona Supreme Court Rule 30, the party must submit a written request to the assigned judicial officer at least ten (10) judicial days in advance of the hearing, and must pay the authorized fee to the Clerk of the Court at least two (2) judicial days before the proceeding. The fee is \$140 for a half-day and \$280 for a full day.

AMERICA FIRST LEGAL FOUNDATION

James K. Rogers (No. 027287)
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Washington, D.C. 20003
Phone: (202) 964-3721
James.Rogers@aflegal.org

Attorney for Maricopa County Recorder Justin Heap

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

JUSTIN HEAP, in his official capacity as
Maricopa County Recorder;

Plaintiff / Counterdefendant,

v.

THOMAS GALVIN, in his official capacity as a member of the Maricopa County Board of Supervisors; MARK STEWART, in his official capacity as a member of the Maricopa County Board of Supervisors; KATE BROPHY MCGEE, in her official capacity as a member of the Maricopa County Board of Supervisors; DEBBIE LESKO, in her official capacity as a member of the Maricopa County Board of Supervisors; STEVE GALLARDO, in his official capacity as a member of the Maricopa County Board of Supervisors;

Defendants / Counterclaimants.

AND

RACHEL MITCHELL, in her official capacity as the Maricopa County Attorney;

Plaintiff,

v.

JUSTIN HEAP, in his official capacity as
Maricopa County Recorder;

Defendant.

Case No.
CV2025-020621
(consolidated)

RECORDER HEAP'S PRE-HEARING STATEMENT

(Assigned to the Hon. Scott Blaney)

1 Pursuant to ARCP 7.4(c)¹ and 16(f), Maricopa County Recorder Justin Heap files this
2 Pre-Hearing Statement.

3 **I. Proposed Stipulation of Material Facts**

4 For purposes of the evidentiary hearing only, the parties stipulate to the admissibility
5 and admission of the documents identified below and that they are authentic and were sent,
6 filed, issued, or published on the dates stated, and that any quoted language appears in those
7 documents. Unless expressly stated otherwise, the parties do not stipulate to the truth of dis-
8 puted assertions contained in pleadings or correspondence, to any legal conclusion, or to any
9 characterization of any person's authority, motive, ethics, or conduct. Each party reserves ob-
10 jections concerning relevance, materiality, legal effect, and the purpose for which a statement
11 may be considered. The following is a numbered list of Exhibits attached hereto:

- 12 1. April 28, 2026 letter from James Rogers to Kory Langhofer and Steve Tully
- 13 2. May 6, 2026 letter from Recorder Justin Heap to County Manager Jen Pokorski
- 14 3. May 15, 2026 Minute Entry from Maricopa County Superior Court, Pinal County
15 v. Miller, CV 2026-008061
- 16 4. May 18, 2026 email exchange between James Rogers and Brett Johnson.
- 17 5. May 18, 2026 letter from James Rogers to Kory Langhofer and Steve Tully
- 18 6. May 19, 2026 email exchange between Recorder Justin Heap to County Manager
19 Jen Pokorski.
- 20 7. May 20, 20026 Letter from James Rogers to Kory Langhoffer.
- 21 8. May 21, 20026 email exchange between James Rogers and Brett Johnson.
- 22 9. May 22, 2026 letter from Arizona Attorney General Kris Mayes
- 23 10. May 26, 2026 letter from James Rogers
- 24 11. May 26, 2026 KTAR news story, also archived at <https://perma.cc/PX2J-D624>

25 ¹ In a footnote 1 to her pretrial statement, County Attorney Mitchell neglects to mention that
26 at no time did her counsel attempt to call counsel for Recorder Heap to work out any of the
purported issues. Nor does her footnote acknowledge that her counsel was aware that, over
the time in question, counsel for Recorder Heap had drafted and filed a 50-page petition for
special action in the Supreme Court regarding the stay issued by the Court of Appeals and that
Recorder Heap was busily engaged in preparations for the upcoming primary election, for
which early ballots will be mailed out on June 24.

1 12. “Draft” Email from Recorder’s Office Chief of Staff Sam Stone originally linked to
2 from KTAR story.

3 13. May 27, 2026 cover sheet of Court of Appeals Answering Brief in *Mitchell v. Heap*.

4 14. May 28, 2026 Declaration of Justin Heap and accompanying exhibits.

5 15. June 16, 2026 data analytics showing the number of communications between the
6 Recorder’s Office and the MCAO since the Court’s January 30, 2026 Order.

7 16. Maricopa County’s Standard Contract for Outside Legal Services.

8 **A. Relevant Facts Relating to *Heap v. Galvin* and *Mitchell v. Heap***

9 1. In January of 2025, immediately upon County Recorder Justin Heap (the “Re-
10 corder”) taking office, a dispute arose between him and the Maricopa County Board of Super-
11 visors (the “Board”) relating to the Board’s having, just before Recorder Heap took office,
12 transferred most of the Recorder’s Office’s IT staff to the Board’s supervision and taken pos-
13 session of servers, equipment, and software that had always before been in the possession and
14 control of the Recorder’s Office. The dispute was also related to the allocation of election
15 administration responsibilities between the parties and the meaning of the phrase “or other
16 officer in charge of elections” in Title 16 of the Arizona Revised Statutes. Cnty. Att’y Compl.
17 ¶ 18; *Heap v. Galvin* Complaint ¶¶ 1-4. More specifically, after Recorder Heap secured his
18 party’s nomination but before he assumed office, then-Recorder Stephen Richer entered into
19 the Shared Services Agreement in October 2024, transferring operational control over the
20 Recorder’s election-related IT systems and certain personnel to the Board. Recorder Heap
21 took office in January 2025, terminated the Agreement, and later offered mediation on June
22 5, 2025; the parties did not reach a resolution. Apr. 16 Ruling, Findings of Fact ¶¶ 5–7.

23 2. County Attorney Rachel Mitchell (the “County Attorney”) appointed outside
24 counsel for the Recorder and the Board to represent them and advise them in their dispute.
25 Cnty. Att’y Compl. ¶ 22.

26 3. Initially, the County Attorney appointed Tim Eckstein of Osborn Maledon to
represent the Recorder in the negotiations with the Board. Rec. Ans. ¶ 22 & Ex. 10 thereto.

1 4. When the Recorder complained that his attorney lacked sufficient subject-mat-
2 ter experience, the County Attorney appointed former Arizona Supreme Court Justice Andrew
3 Gould to conduct the negotiations with the Board on the Recorder’s behalf. *Id.* ¶ 22.

4 5. There is no dispute that Justice Gould possessed the qualifications and skills
5 necessary to represent the Recorder during the negotiations with the Board. *Id.* Justice Gould’s
6 engagement was limited to that negotiation role and did not include filing litigation. Rec. Ans.
7 ¶ 33 and Exs. 4–5.

8 6. Justice Gould’s engagement documents did not authorize him to litigate the
9 dispute with the Board on the Recorder’s behalf. The parties dispute whether Justice Gould
10 or the Recorder separately asked the County Attorney’s Office for permission to do so.

11 7. The County’s standard contract for outside legal services, which Justice Gould
12 would likely have signed, contains the following provision that binds any outside attorney who
13 contracts to provide legal services through a contract with the county: “No Counsel may pur-
14 sue claims or engage in litigation against, or provide legal services adverse to, the County or
15 other Maricopa County Special Taxing Districts including but not limited to: Flood Control
16 District of Maricopa County, Maricopa, Maricopa County Housing Authority, and Maricopa
17 County Library District, without first obtaining written permission to do so from the Maricopa
18 County Board of Supervisors (BOS) (or District, if applicable). Counsel shall adhere in all
19 respects to the Arizona Supreme Court’s Rules of Professional Conduct.” Ex 16.

20 8. On June 12, 2025, on behalf of the Recorder, America First Legal Foundation
21 (“AFL”) filed a Verified Special Action Complaint against the Board in connection with the
22 dispute with the Board over the return of IT personnel, equipment, databases, and software;
23 over the parties’ relative responsibilities over election administration; and regarding the mean-
24 ing of “other officer in charge of elections” in Title 16 of the Arizona Revised Statutes (here-
25 inafter, “*Heap v. Galvin*”).

26 9. The County Attorney never appointed or authorized AFL to represent the Re-
corder. The Court’s January 30 Ruling later held that under A.R.S. § 11-532, “there is nothing

1 in the statute that empowers the County Attorney to serve as the exclusive legal representative
2 for county officers who are initiating litigation” and “that because the County Attorney has
3 not established that she has the exclusive right to represent the County Recorder and/or the
4 exclusive right to decide who the County Recorder may retain as his attorney in litigation, the
5 County Attorney has not established that she has standing in her official capacity to challenge
6 Recorder Heap’s retention of America First Legal as his legal counsel in *Heap v. Galvin, et. al.*
7 No. CV2025-020621.” January 30 Ruling at 3-4.

8 10. Following the initiation of *Heap v. Galvin*, Justice Gould wrote to the County
9 Attorney stating: “[a]s is reflected in the ... April 22, 2025 Retainer Agreement from the
10 County, my engagement in this matter is limited to providing advice and representation to Mr.
11 Heap regarding the SSA negotiation, not litigation. Based on the lawsuit filed yesterday
12 through separate counsel, this effectively ends the scope of my engagement and representation
13 in this matter.” Rec. Ans. Ex. 5.

14 11. In his Verified Special Action Complaint, the Recorder asserted two Counts.
15 Count I seeks special action, declaratory, and injunctive relief that the Board must “fund all
16 necessary expenses of the Recorder as set forth” in various enumerated election statutes, in-
17 cluding all statutes allocating election administration authority either solely to the “recorder”
18 and to the “recorder or other officer in charge of elections.” *Heap v. Galvin*, V. Compl. at ¶¶
19 97-116 and Prayer for Relief A. Count II requests a declaratory judgment that “Recorder Heap
20 has the authority and responsibilities presumptively delegated to him by law absent his con-
21 sent, and that the board’s budgetary authority cannot be used ... to deprive him of these
22 authorities” and that “[w]henver statutes in Title 16 of the Arizona Revised Statutes delegate
23 authority or responsibility to a recorder or an ‘other officer in charge of elections,’ the statute
24 is delegating that authority or responsibility to a county’s recorder unless the county’s recorder
25 agrees that an ‘other officer in charge of elections’ may be designated to carry it out.” *Id.* at ¶¶
26 117-124 and Prayer for Relief B.

1 12. The County Attorney filed her own Special Action Complaint against the Re-
2 corder on June 25, 2025 (hereinafter “*Mitchell v. Heap*”). The County Attorney’s complaint
3 sought declaratory and injunctive relief prohibiting the Recorder from “select[ing], retain[ing],
4 or otherwise utiliz[ing] any outside counsel that has not been appointed by the County Attor-
5 ney.” *Mitchell v. Heap*, V. Compl., at Prayer for Relief. The same Verified Complaint also al-
6 leged: “There is no dispute that, when an actual legal conflict exists between the County At-
7 torney and the Recorder (such as in this litigation), the Recorder is entitled to select his pre-
8 ferred attorney to represent him.” *Id.* ¶ 34.

9 13. This Court subsequently consolidated *Heap v. Galvin* and *Mitchell v. Heap* on stip-
10 ulation of all parties.

11 14. On August 11, 2025, the parties filed cross- Motions for Judgment on the Plead-
12 ings (“MJP”) in *Mitchell v. Heap*. In his MJP, the Recorder stated that:

- 13 a. “The County Attorney’s role is statutorily defined under A.R.S. § 11-532(A), which
14 provides that the county attorney is the legal advisor to the Board of Supervisors and
15 is responsible for defending claims against them. The statute further provides that the
16 County Attorney is to provide written opinions to other officers concerning the duties
 of their offices when required. *Id.*” Heap MJP at 6.
- 17 b. “No statute requires that the County Recorder be represented by the County Attorney
18 when he pursues litigation against other parties.” *Id.* at 6.
- 19 c. “It is puzzling that the County Attorney cited *Woodall* in her Complaint in support of
20 her argument, Compl. ¶¶ 12, 20, 43, 53, as that case held the precise opposite of what
21 she claims it does. *Woodall* dealt with two questions. First, it dealt with the BOS’s
22 authority ‘to hire “inhouse” counsel independent of the County Attorney for the pur-
23 pose of advising [the BOS] and the various county officers relative to legal matters.’
24 *Woodall*, 120 Ariz. at 381. The [County] Attorney only quoted language from that first
 portion of the opinion. Of course, that part of the opinion has no bearing here because
 Recorder Heap has not retained America First Legal to provide general ‘in-house’ ad-
 vice.” *Id.* at 7.
- 25 d. “Because County Attorney Mitchell lacks any statutory authority to choose counsel for
26 Recorder Heap, he has the same right as any other litigant to choose his lawyer.” *Id.* at
 9.

1 15. The Recorder’s MJP predated the April 16, 2026 Under Advisement Ruling in
2 *Heap v. Galvin* and did not address later communications concerning implementation or en-
3 forcement of that ruling.

4 16. In her MJP, County Attorney Mitchell said the following:

5 “Consistent with ER 1.7, when county attorneys have a conflict preventing them
6 from accepting the representation, they decline to represent either officer...”

7 Mitchell MJP at 8.

8 “Thomas Liddy, an attorney from my office, did have a telephone conversation [with
9 litigation counsel for the Board] on the eve of the June 30, 2025, return hearing in
10 which he confirmed my position regarding the Recorder's inability to appoint his own
11 counsel.”

12 *Id.*, Ex. A, Declaration of Rachel Mitchell ¶ 16.

13 17. The Court “grant[ed] Defendant Maricopa County Recorder Justin Heap’s Mo-
14 tion for Judgment on the Pleadings and den[ied] Plaintiff Maricopa County Attorney Rachel
15 Mitchell’s Motion for Judgment on the Pleadings” in an Under Advisement Ruling dated Jan-
16 uary 30, 2026 (the “January 30 Ruling”). In the Ruling, the Court ordered that “[t]e County
17 Attorney’s action is dismissed from his case,” Order at 5, and determined that :

- 18 a. The County Attorney lacked standing to challenge the Recorder’s decision to retain
19 AFL “as his legal counsel in *Heap v. Galvin*.” January 30 Ruling at 4-5.
- 20 b. That no “authority establish[es] that [the County Attorney] has the exclusive statutory
21 authority and duty to represent county officers in civil litigation when the county offi-
22 cial is initiating litigation as a plaintiff.” *Id.* at 3.
- 23 c. The Court stated that “[n]owhere in A.R.S. § 11-532 did the Legislature give the County
24 Attorney veto power over the County Recorder’s ability to choose an attorney to rep-
25 resent the Recorder in litigation initiated by the Recorder.” *Id.* at 3.
- 26 d. The Court stated that “the Legislature used very specific language when listing the
County Attorney’s authority [in A.R.S. § 11-532], expressly stating in relevant part that
the County Attorney shall: (1) conduct all prosecutions for public offenses and seek
warrants for persons charged with public offenses; (2) draw indictments and infor-
mations; (3) ‘*defend*’ actions brought against the county; (4) ‘prosecute’ actions to re-
cover recognizances; (5) ‘prosecute’ actions for recovery of debts, fines, penalties and
forfeitures belonging to the state or county; (6) provide written opinions to county

1 officers; (7) act as legal advisor to the Board of Supervisors; (8) ‘oppose’ claims against
2 the county; (9) act as the attorney specifically for school districts and community col-
3 lege districts, and in some cases, a school district governing board member; and (10)
4 ‘defend’ property tax appeals.” *Id.* at 3.

5 18. The January 30 Ruling was memorialized in a signed order on April 7, 2026.
6 The Court expressly declined to address the parties’ remaining arguments, “specifically the
7 arguments regarding the County Attorney’s conflicts,” as moot. January 30 Ruling at 5. The
8 County Attorney appealed, and the appeal remains pending. Additionally, this Court has not
9 entered a Rule 54 final judgment regarding County Attorney Mitchell’s claims. County Attor-
10 ney Mitchell, therefore, is directly adverse to Recorder Heap in *Mitchell v. Heap*, both in this
11 Court and in the Court of Appeals.

12 19. On February 3, 2026, the Board issued subpoenas to three of the Recorder’s
13 employees (Sam Stone, Bryan Colby, and Janine Petty) in connection with *Heap v. Galvin*. Rec.
14 Emg. Mtn. Quash Subpoenas, 2/5/2026, at 1-3. In response, the Recorder “request[ed] that
15 the County Attorney’s Office appoint outside counsel” to represent the employees. *Id.* at 3.
16 The County Attorney’s Office appointed outside counsel to represent these individuals. The
17 subpoenas were issued one week after those three employees testified for the Recorder at the
18 January 26 evidentiary hearing. On February 5, while noting that it had not yet heard from the
19 Board, the Court expressed concern that the subpoenas “amount[ed] to retaliation, and inter-
20 ference in these proceedings” and temporarily restrained their enforcement. Feb. 5, 2026 Mi-
21 nute Entry at 1–2. On March 11, after further proceedings, the Court found its initial concern
22 that the Board was using the extra-judicial subpoenas in part to influence the proceedings “was
23 well founded” and stated that it would not reward the resulting “gamesmanship” or “shenan-
24igans.” Mar. 11, 2026 Ruling at 2–3.

25 20. On April 16, 2026, after a January 26, 2026 evidentiary hearing that served as a
26 trial on the merits in *Heap v. Galvin*, the Court issued findings of fact, conclusions of law, and
corresponding relief in favor of the Recorder in an Under Advisement Ruling dated April 16,
2026 (the “April 16 Order”). In the April 16 Order, the Court determined that the Recorder
was entitled to certain IT resources, that the Board had a “duty” to fund the Recorder’s

1 “necessary expenses,” and that when a statute references the Recorder or an “other officer in
2 charge of elections,” the statute presumptively delegates authority or responsibility to the Re-
3 corder. April 16 Order at 11–12. The Court also found that “[t]he Recorder has consistently
4 expressed willingness to cooperate with the Board” and that it did “not see the same willing-
5 ness from the Board.” *Id.*, Finding of Fact ¶ 25. The Court required the Board to return spec-
6 ified IT resources or immediately fund replacements and enjoined the Board from exercising
7 functions assigned to the Recorder or “other officer in charge of elections” without the Re-
8 corder’s consent. *Id.* at 11-12 Orders ¶¶ 4–5. The superior court denied the Board’s request
9 for a stay on May 13, 2026, and entered a signed injunctive order on May 18, 2026. No appel-
10 late stay was in effect during the communications described below; the Court of Appeals en-
11 tered a stay on June 18, 2026.

12 21. AFL’s representation of the Recorder has been pro bono; neither the Recorder
13 nor the Recorder’s Office has paid AFL or any AFL attorney for those services. At no point
14 has AFL, or any of its attorneys, received any form of remuneration from the Recorder or his
15 office in connection with any services it has provided to the Recorder or his office.

16 **B. Subsequent Events**

17 **i. Facts Relating to County Attorney Advice Regarding Ballot Re-**
18 **placement Site and Poll Worker Instructions**

19 22. On April 28, 2026, the Recorder’s counsel, James Rogers of America First Legal
20 Foundation (“AFL”), sent a letter to the Board’s outside litigation counsel in *Heap v. Galvin*,
21 Kory Langhofer and Stephen W. Tully. The letter was sent to begin implementation of the
22 Court’s April 16 Order with respect to the May 2026 jurisdictional elections for the City of
23 Tempe, the Town of Guadalupe, and the Goldfield Ranch Fire District (the “May Jurisdic-
24 tional Elections”). The letter formally designated ballot replacement sites for the May Juris-
25 dictional Elections and stated that, under A.R.S. §§ 16-409(A) and 16-558.02(A) and the
26 Court’s April 16 Order, the authority to designate ballot replacement sites for jurisdictional
mail ballot elections vests exclusively in the Recorder. The letter further stated that, in light of

1 the special circumstances created by the April 16 Order having been issued shortly before the
2 election, the Recorder would permit Board-employed personnel to staff the designated sites,
3 but only under the supervision of senior Recorder's Office staff whom the Recorder would
4 assign to each site. The letter expressly stated that this cooperative one-time arrangement was
5 not a precedent for future elections and should not be construed as the Recorder's agreement
6 to any similar arrangement going forward. The Recorder's counsel requested that the Board
7 confirm its cooperation and cautioned that, if any Board employee interfered with or disre-
8 garded the Recorder's lawful authority over the sites, the Recorder would seek appropriate
9 relief from the Court. Ex. 1 at 1-3.

10 23. On May 6, 2026, the Recorder sent a letter to the County Manager regarding
11 ballot replacement sites. Ex. 2. Among other things, this letter stated that "the only person
12 authorized to speak on my behalf, or on behalf of the Recorder's Office, on any matter related
13 to the *Heap v. Galvin* litigation—including the implementation of the court's order, the alloca-
14 tion of duties between the parties, and the exercise of any functions or duties covered by the
15 court's order—is my attorney James K. Rogers." *Id.* at 1. The Recorder later explained that
16 this clarification was necessary because, the Recorder claimed, Elections Director Scott Jarrett
17 had been approaching individual members of the Recorder's staff directly—without the Re-
18 corder's knowledge or authorization—in an attempt to secure working-level agreements on
19 matters implicating the Court's order. Ex. 13 at 3 ¶ 10; Ex. 5 at 21. The letter also confirmed
20 that the governing document for ballot replacement site administration was the Recorder's
21 counsel's April 28, 2026 letter to the Board's litigation counsel—not Mr. Jarrett's subsequent
22 May 1 email—and that Recorder's Office supervisors would manage and administer each bal-
23 lot replacement site, with all personnel at each site reporting to them regardless of their em-
24 ploying department. Ex. 2 at 1–2.

25 24. On May 15, 2026, the Recorder's office became aware that Brittney Johnson, a
26 member of the Maricopa County Elections Department, had contacted poll workers at a ballot
replacement site to countermand instructions from the Recorder's Office, ordering them to

1 disregard instructions from the Recorder and to discontinue informing voters about the “affi-
2 davit ID option.” Ex. 6 at 3-4. Recorder’s Office personnel had directed poll workers to in-
3 form voters delivering completed early ballots that, in conformity with a statute adopted in
4 2024 and which entered force in 2026, they could elect to present identification for notation
5 on the ballot affidavit envelope, while remaining free to use the ordinary signature-verification
6 process. *Id.* at 3–4.

7 25. On May 18, James Rogers sent a letter to the Board’s litigation counsel, Kory
8 Langhofer, claiming that the Board had been engaged in an ongoing refusal to comply with
9 the April 16 Order. The letter addressed three categories of claimed violations. *First*, regarding
10 the IT transition, the letter rejected the Board’s claim that a “Service Level Agreement” was a
11 precondition to returning the Recorder’s IT systems, servers, databases, and personnel, ex-
12 plaining that no such agreement had been required when the Board seized those resources in
13 2024 and that the Court’s order was mandatory—not an invitation to negotiate terms of com-
14 pliance. *Second*, regarding ballot replacement sites, the letter claimed that Elections Department
15 personnel, including Elections Director Jarrett, had instructed poll workers at the May 2026
16 jurisdictional election ballot replacement sites to disregard directives from the Recorder’s man-
17 agement staff and to treat Recorder employees as “merely observers” without authority—
18 directly defying this Court’s order and A.R.S. §§ 16-558.02(A) and 16-409(A), which vest ple-
19 nary authority over ballot replacement sites exclusively in the Recorder. The letter demanded
20 that the Board immediately cease its interference and directed that all Elections Department
21 personnel assigned to ballot replacement sites follow operational direction from Recorder
22 management staff. *Third*, the letter claimed that the Board had attempted to conceal from
23 voters the new statutory ID-verification option under A.R.S. § 16-579(A)(4)—a legislatively
24 created right effective in 2026—alleging that the Board’s poll worker training had failed to
25 inform workers of this option and that the Recorder’s corrective directive was entirely lawful.
26 The letter warned that if the Board’s interference continued, the Recorder would seek appro-
appropriate court relief, including sanctions and contempt. *See* Ex. 5 at 1-6.

1 26. On May 19, the County Manager continued her May 15 exchange with Recorder
2 Heap. In her email, the County Manager stated that “We are in receipt of James Rogers’ letter
3 regarding the May Jurisdictional Election.... MCAO had advised that poll workers should not
4 verbally engage voters individually on the ID verification option as an equal protection issue.
5 In order to adhere to advice provided by MCAO, the Elections Department printed and placed
6 signs at the Ballot Replacement Sites informing voters of this option. Based on your letter, we
7 will cease providing any additional direction to the poll workers at the Tempe Replacement
8 Ballot Center on this matter.” Ex. 6 at 2.

9 27. In response, the Recorder stated that: “There is no reason the County Attorney
10 should be advising you about procedures at sites under the administration of the Recorder’s
11 office, and there is no valid basis for the Elections Department to be seeking legal advice from
12 the County Attorney about matters under the Recorder’s Office’s purview. I appreciate your
13 promise to ‘cease providing any additional direction to the poll workers at the Tempe Replace-
14 ment Ballot Center on this matter,’ however, this falls well short of what is required by the law
15 and the court's order. The Elections Department must cease giving any direction to poll work-
16 ers at ballot replacement sites unless such directions have been cleared with the Recorder's
17 Office first and only if any such communications between Elections Department personnel
18 and workers assigned to ballot replacement sites include the my Chief of Staff, Sam Stone, and
19 the Deputy Recorder, Jeff Mason, to ensure transparency and proper coordination. Further-
20 more, you are not authorized to seek legal advice on my behalf about any operations under
21 the Recorder’s purview and you must cease any ex parte communications with the County
22 Attorney on such matters. I am copying County Attorney Mitchell and her relevant staff mem-
23 bers to make clear that I believe any communications between the Board and its employees
24 with the County Attorney’s Office on matters of election administration assigned by statute
25 to the Recorder or the ‘recorder or other officer in charge of elections’ must include me as
26 well. I view any violation of this request as a serious breach of the County Attorney’s (and her
 subordinates’) ethical obligations of loyalty to me as their client.” *Id.* at 1.

28. The Recorder further stated that: “Finally, I wish to note that the Equal Protection Clause does not forbid poll workers from providing helpful information to voters, since this does not ‘burden a fundamental right’ but rather, gives voters greater choice as to how they would like to exercise those rights. *See Short v. Brown*, 893 F.3d 671, 679 (9th Cir. 2018).”

Id.

ii. **Facts Relating to May 18 and May 20, 2026, Board Meetings**

29. Meanwhile, the Board posted an Agenda for the upcoming May 18, 2026, Board Executive Session. The Agenda listed “Items” to be addressed as follows:

BOARD OF SUPERVISORS

1. **A.R.S. §38-431.03(A)(3) - LEGAL ADVICE**
A.R.S. §38-431.03(A)(4) - LITIGATION; CONTRACT NEGOTIATIONS; SETTLEMENT DISCUSSIONS
- POTENTIAL IGA BETWEEN STADIUM DISTRICT AND TREASURER'S OFFICE**
Kim Miles, Deputy County Attorney, County Attorney's Office
Zach Schira, Assistant County Manager, County Manager's Office
Michael Hunter, Chief Deputy Treasurer, Treasurer's Office
Jordan Dale, Chief of Staff, Treasurer's Office
2. **A.R.S. §38-431.03(A)(3) - LEGAL ADVICE**
- PROCUREMENT AND CONTRACT ADMINISTRATION; LEGAL ADVICE**
Tom Liddy, Civil Division Chief, County Attorney's Office
Joe Branco, Practice Group Leader, County Attorney's Office
Joseph La Rue, Deputy County Attorney, County Attorney's Office
Nikolaus Decker, Deputy County Attorney, County Manager's Office
Zach Schira, Assistant County Manager, County Manager's Office
Scott Jarrett, Director, Elections Department
Justin Heap, Recorder, Recorder's Office
Jeff Mason, Chief Deputy Recorder, Recorder's Office
Sam Stone, Chief of Staff, Recorder's Office
Kevin Tyne, Chief Procurement Officer, Procurement Services Department
Blanca Caballero, Assistant County Manager, County Manager's Office
Joey Molina, Procurement Supervisor, Procurement Services Department
-
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3. **A.R.S. §38-431.03(A)(3) - LEGAL ADVICE**
- BOARD AUTHORITY AND RESPONSIBILITIES REGARDING ADMINISTRATION OF ELECTIONS**
Tom Liddy, Civil Division Chief, County Attorney's Office
Joe Branco, Practice Group Leader, County Attorney's Office
Joseph La Rue, Deputy County Attorney, County Attorney's Office
Zach Schira, Assistant County Manager, County Manager's Office
Scott Jarrett, Director, Elections Department
Kory Langhofer, Outside Counsel, Statecraft PLLC
Steve Tully, Outside Counsel, Tully Bailey
4. **A.R.S. §38-431.03(A)(3) - LEGAL ADVICE**
A.R.S. §38-431.03(A)(4) - LITIGATION; CONTRACT NEGOTIATIONS; SETTLEMENT DISCUSSIONS
- ADMINISTRATION OF ELECTIONS; BOARD AUTHORITY AND RESPONSIBILITIES; LITIGATION UPDATE**
Kory Langhofer, Outside Counsel, Statecraft PLLC
Zach Schira, Assistant County Manager, County Manager's Office
Scott Jarrett, Director, Elections Department

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For Agenda Item 3, the agenda listed Tom Liddy, Joe Branco, and Joseph La Rue of the County Attorney's Office; Zach Schira of the County Manager's Office; Elections Director Scott Jarrett; and Kory Langhofer and Steve Tully, outside counsel for Board members in *Heap*

1 *v. Galvin*. Recorder Heap and his counsel were not listed as attendees.

2
3 30. At 1:25 p.m. on May 18, 2026, Mr. Rogers sent an email to the County Attorney
4 regarding Agenda Item 3. In this email, Mr. Rogers stated:

5 It has just come to my attention that the Board of Supervisors has placed on its agenda
6 for today the following item:

7 3. A.R.S. §38-431.03(A)(3) - LEGAL ADVICE BOARD AUTHORITY
8 AND RESPONSIBILITIES REGARDING ADMINISTRATION OF
9 ELECTIONS

10 Tom Liddy, Civil Division Chief, County Attorney's Office
11 Joe Branco, Practice Group Leader, County Attorney's Office
12 Joseph La Rue, Deputy County Attorney, County Attorney's Office
13 Zach Schira, Assistant County Manager, County Manager's Office
14 Scott Jarrett, Director, Elections Department
15 Kory Langhofer, Outside Counsel, Statecraft PLLC
16 Steve Tully, Outside Counsel, Tully Bailey

17 As far as I am aware, Messrs. Langhofer and Tully have only been retained by Board
18 members in connection litigation against Recorder Heap in *Heap v. Galvin*. I do not
19 need to remind you that the Ethical Rules binding on attorneys in Arizona impose a
20 strict duty of loyalty to one's clients. Because the Board members and Recorder Heap
21 are all your clients, you have an unwaivable conflict of interest regarding anything to
22 do with *Heap v. Galvin*. The presence of Messrs. Langhofer and Tully on the list of
23 attendees suggests that the matter to be discussed involves legal questions related to
24 implementation of the court's order in favor of Recorder Heap in *Heap v. Galvin*, or
25 discussion of other issues related to the dispute between the parties in that litigation. If
26 so, the presence of any personnel from your office at that meeting without the presence
of the Recorder and counsel of his choice would be a serious breach of your ethical
duties and of those of your subordinates. Additionally, beyond issues directly related
to *Heap v. Galvin*, any ex parte discussion of the statutory duties of the Recorder or any
statutory duties assigned to the "recorder or other officer in charge of elections" would
also be related to *Heap v. Galvin* and would be a serious ethical violation.

23 As you know, ex parte contact between Mr. Liddy and Mr. Langhofer was at issue in
24 *Mitchell v. Heap*. Indeed, in response to that very controversy, you affirmed in a declara-
25 tion on August 11, 2025, which you executed under penalty of perjury and which you
26 submitted with your Motion for Judgment on the Pleadings in *Mitchell v. Heap*, that:

16. After Mr. Langhofer's appointment, the Maricopa County Attorney's Of-
fice screened itself off of *Heap v. Galvin*. I have had no conversations with Mr.
Langhofer (or anyone at his firm) regarding the conduct of that ligation.
Thomas Liddy, an attorney from my office, did have a telephone conversation

1 on the eve of the June 30, 2025, return hearing in which he confirmed my po-
2 sition regarding the Recorder's inability to appoint his own counsel. I also have
3 not had any conversations with any member of the BOS, including Chairman
Galvin, regarding *Heap v. Galvin*.

4 Accordingly, per your affirmations of having screened yourself and your office from
5 *Heap v. Galvin*, Recorder Heap demands that no one from your office participate in the
6 meeting listed on agenda item #3 unless Recorder Heap and his counsel are present.
7 Recorder Heap also demands that you cease any ex parte communications with Board
8 members or Board employees on issues related to *Heap v. Galvin*, that you produce to
9 Recorder Heap any such written communications to date, and that you provide a de-
10 tailed summary of any such oral communications. If you or anyone from your staff do
11 participate in the meeting listed in agenda item #3 without the presence of Recorder
Heap and counsel, Recorder Heap demands that you promptly file a notice in *Mitchell*
v. Heap with the Superior Court and Court of Appeals containing an updated declara-
tion disclosing this fact and disclaiming the accuracy of paragraph 16 from your prior
declaration.

12 Your possible actions here implicate serious potential ethical violations, and I therefore
13 request that you promptly respond to this email before the meeting in agenda item #3
is scheduled to be held.

14 Ex. 4 at 2-3

15
16 31. Brett Johnson, counsel for the County Attorney, responded that “after consult-
17 ing with our client, we can confirm that County Attorney Mitchell was not in attendance during
18 the meeting. Regardless, it is our understanding that the issues related to *Heap v. Galvin* or
19 *Mitchell v. Heap* were not discussed while deputy county attorneys were present. In fact, Messrs.
20 Langhofer and Tully did not even speak in the presence of those attorneys. Our understanding
21 is that they were present as technical advisors because the subject matter would eventually
22 impact the separate litigation for which they are counsel. The County Attorney’s Office con-
23 tinues to be screened off any issues related to *Heap v. Galvin*, and the deputy county attorneys
24 who were present for this agenda item are screened off *Mitchell v. Heap*.” *Id.* at 1. .

25 32. Agenda Item #4, titled “Administration of Elections; Board Authority and Re-
26 sponsibilities; Litigation Update,” did not list deputy county attorneys as invited attendees
That agenda item listed the Board’s outside counsel in *Heap v. Galvin* as attendees.

1 33. Later, the Board posted an Agenda for its May 20, 2026, Formal Meeting. Item
2 97 of the Agenda stated that the Board would discuss adopting a resolution to “authoriz[e] the
3 use of” 16 separate “drop boxes for the CD Special Primary and General Elections.” Mar.
4 Cnty. Bd. of Supervisors, Formal Meeting Agenda, at 49 (May 20, 2026), [https://mcco-
5 bagenda.databankcloud.com/AgendaOnline/Documents/DownloadFileBytes/For-
6 mal 4671 Agenda 5 20 2026 9 30 00 AM.pdf?documentType=1&meetingId=4671](https://mcco-bagenda.databankcloud.com/AgendaOnline/Documents/DownloadFileBytes/For-mal 4671 Agenda 5 20 2026 9 30 00 AM.pdf?documentType=1&meetingId=4671)

7 34. On May 20, 2026, Mr. Rogers sent a letter to Messrs. Langhofer and Tully, liti-
8 gation counsel for the Board, stating that:

9 a. “Arizona’s election statutes vest the county recorder—and only the county recorder—
10 with the power to establish early voting locations. Specifically, A.R.S. § 16-542(A) pro-
11 vides that ‘[t]he county recorder may establish on-site early voting locations’ at the re-
12 corder’s office, and that ‘[t]he county recorder may also establish any other early voting
13 locations in the county the recorder deems necessary.’ This grant of authority is exclu-
14 sive to the Recorder. A ballot drop box is, under any reasonable interpretation of the
15 plain meaning of the statutory text, an ‘early voting location,’ as it is a physical site
16 where voters may deliver their voted early ballots during the early voting period. Be-
17 cause the statute assigns this authority exclusively to the Recorder, the Board has no
18 independent power to establish such locations.” Ex. 7 at 1-2.

19 b. The Board may not establish early ballot drop boxes because:

20 The unlawfulness of the Board’s proposed action is further confirmed by the statutory
21 requirements for early ballot delivery. Section 16-548(A) provides that early ballots
22 must be ‘delivered or mailed *to the county recorder* or other officer in charge of elections
23 of the political subdivision in which the elector is registered or deposited by the voter
24 or the voter’s agent at any polling place in the county.” (emphasis added.)

25 Under this provision, early ballots deposited in drop boxes established and maintained
26 by the Board—independent of the Recorder’s authority—have not been “delivered ...
to the county recorder” and have not been “received by the county recorder.” The only
exception in the statute is for ballots “deposited ... at any polling place,” *id.*, but that
exception applies only to election day operations, when polling places are open, and
voters may deposit ballots at those locations. During the early voting period, there are
no “polling places” in operation, and thus, this exception does not apply.

 The statutory text makes clear that the Recorder is the designated recipient of early
ballots during the early voting period. Only the Recorder has the authority to establish
the locations where such ballots may be deposited, and only ballots delivered to the
Recorder or deposited at locations designated by the Recorder satisfy the statutory

1 requirements.

2 *Id.* at 2–3.

3 c. Language in the Secretary of State’s Elections Procedures Manual (“EPM”) stat-
4 ing that “[a]ll ballot drop-off locations and drop-boxes shall be approved by the Board
5 of Supervisors” was “in direct contradiction of A.R.S. § 16-542(A)” and that “even if
6 the EPM’s provisions were controlling (which they are not), the EPM makes abun-
7 dantly clear that drop boxes cannot be lawfully established or operated without the
8 Recorder’s active participation and consent. The EPM further mandates that ‘[t]he
9 *County Recorder* or officer in charge of elections shall develop and implement secure
10 ballot retrieval and chain of custody procedures.’ 2025 EPM at 79 (emphasis added).
11 Furthermore, the EPM requires that ballot drop boxes contain fire suppression devices,
12 and specifies that “[t]he *County Recorder* or officer in charge of elections shall install and
13 utilize” those devices. 2025 EPM at 78-79 (emphasis added). These are not ministerial
14 tasks that can be delegated or ignored. The development and implementation of secure
15 ballot retrieval and chain of custody procedures necessarily requires that the drop box
16 be designated, established, set up, and maintained in accordance with the Recorder’s
17 standards and under the Recorder’s supervision from the outset. Accordingly, any des-
18 ignation of drop box locations made by the Board through this resolution would be
19 invalid and ineffectual. None of those drop box locations could be lawfully set up or
20 operated in accordance with the EPM’s own requirements, because the Recorder would
21 not have participated in their designation, would not have approved their installation,
22 and would not have developed the required security and chain of custody procedures.
23 The Board cannot unilaterally establish drop boxes and then expect the Recorder to
24 retrofit them with fire suppression devices and chain of custody procedures after the
25 fact. The statutory and regulatory scheme requires that the Recorder be involved from
26 the beginning—because only the Recorder has the statutory authority to establish early
voting locations in the first place.” *Id.* at 3-4.

19 d. The Board’s proposed resolution created “criminal exposure ... for the Board
20 itself and for any employees who participate in establishing or staffing unauthorized
21 drop boxes.” *Id.* at 4. Specifically, AFL stated that the Board’s proposed resolution
22 potentially violated A.R.S. § 16-1005(E) and (H). *Id.* at 4–5. The letter asked Board
23 counsel to advise that the drop-box provision be removed from the proposed resolu-
24 tion. It did not purport to commence a criminal prosecution or threaten that any
25 charges would be filed. *Id.* at 5. Indeed, a County Recorder cannot file criminal charges;
26 only a prosecutor can do that. Furthermore, any referral for criminal investigation of
these possible violations would need to be received and acted upon by County Attorney
Mitchell, further exacerbating the potential conflict issues in this case.

35. On May 22, 2026, Attorney General Kris Mayes sent a letter to James Rogers,
Kory Langhofer, and Steve Tully arguingg that by “voting to designate drop box locations,

1 Board members did not become criminals. And, by collecting ballots at these drop box loca-
2 tions, Board employees would not become criminals. Rather, the Board was following estab-
3 lished practice...that has long been in place.” Ex. 9 at 1. The Attorney General argued that
4 “as a matter of common sense, a drop box is not an early voting location. It is simply a place
5 to deposit a voted and sealed early ballot packet. One cannot obtain a ballot and fill it out at a
6 drop box like one can at an early voting location. Indeed, if Recorder Heap’s counsel were
7 correct, every mailbox in the state would be an early voting location, and every mail carrier
8 could be accused of illegally harvesting ballots.” *Id.* at 2. Her letter did not quote the relevant
9 criminal statute cited in Mr. Rogers’ May 20 letter, A.R.S. § 16-1005(H), which states that it
10 does not apply to “[a]n election official, a United States postal service worker or any other
11 person who is allowed by law to transmit United States mail.” The Attorney General further
12 stated that “As things stand, the 2026 election cycle is well underway. For the sake of election
13 stability, the time to seek a departure from established practice is not now. And the manner
14 of seeking such a departure is not to make unfounded threats of criminal liability.” *Id.* at 2.

15 36. On May 28, 2026, the Recorder filed an Application for Order to Show Cause
16 and a Declaration from Recorder Heap, Ex. 12, asking this Court to determine whether the
17 Board’s drop-box resolution and other post-ruling conduct violated the April 16 Order. The
18 application sought civil contempt and other civil enforcement relief; it did not commence a
19 criminal prosecution or threaten to undertake one. Indeed, a County Recorder cannot file
20 criminal charges; only a prosecutor can do that. Furthermore, any referral for criminal inves-
21 tigation of these possible violations would need to be received and acted upon by County
22 Attorney Mitchell, further exacerbating the potential conflict issues in this case.

23
24 **iii. Facts Relating to the Recorder’s Declared Global Conflict.**

25 37. On May 21, the County Attorney’s counsel, Brett Johnson, sent an email to Mr.
26 Rogers stating that: “[I]t is flatly improper for either you or Recorder Heap to in any way
demand that the Board of Supervisors or its staff—the County Attorney’s clients—cease

1 seeking neutral legal advice from the County Attorney concerning their duties and responsi-
2 bilities in election administration. As her office always has, the County Attorney will continue
3 to provide neutral legal advice to her clients as she is required by law to do. A.R.S. § 11-
4 532(A)(7), (9). On the contrary, in as much as no conflict that would make the County Attor-
5 ney unavailable has been declared, you are unauthorized to represent Recorder Heap as it
6 relates to election drop boxes even under Judge Blaney's Under Advisement Ruling in *Mitchell*
7 *v. Heap*. To the extent that Recorder Heap believes a conflict exists, he is required to undergo
8 the procedures outlined in *Romley v. Daughton*. Since that has not occurred, you are not author-
9 ized to represent Recorder Heap in connection with this matter. To the extent Recorder Heap
10 would like outside counsel appointed for him in connection with his new dispute regarding
11 election drop boxes, he must go through the County Attorney's office to obtain that counsel."
12 Ex. 8 at 3.

13 38. In response, Mr. Rogers wrote the following on May 21:

14 You claim that the County Attorney has merely been offering "neutral advice" on issues
15 unrelated to *Heap v. Galvin / Mitchell v. Heap*, yet that "neutral advice" was offered in a
16 meeting in which counsel for the Board members in *Heap v. Galvin* were present and
counsel for the Recorder was not. No reasonable person would conclude that the
county attorney and her subordinates were acting in a "neutral" manner.

17 You claim that the administration of drop boxes is unrelated to the litigation between
18 the parties in *Heap v. Galvin*, and yet the court's order in that case goes into quite a bit
19 of detail on the meaning of the phrase "recorder or other officer in charge of elections"
20 and the Recorder's authority over early voting. Indeed, the court made a specific con-
21 clusion of law that "whenever a statute in Title 16 of the Arizona Revised Statutes
22 delegates authority to or imposes a responsibility on a county recorder or an 'other
officer in charge of elections,' the statute is delegating that authority or responsibility
to a county's recorder, unless the county's recorder agrees that an 'other officer in
charge of elections' may be designated to carry it out. The recorder may subsequently
withdraw his or her consent and reclaim his or her statutory authority or responsibility."
The Recorder has not delegated any authority over early voting to the Board, including
any authority to establish or administer ballot drop boxes.

23 My May 20 letter regarding drop boxes to counsel for the Board members cited multi-
24 ple statutes that confer authority over early voting on the Recorder, including statutes
25 that refer to the "recorder or other officer in charge of elections." E.g. A.R.S. § 16-
26 548(A) (providing that early ballots must be "delivered or mailed to the county recorder or
other officer in charge of elections of the political subdivision in which the elector is registered
or deposited by the voter or the voter's agent at any polling place in the county" (em-
phasis added.)) The subject matter of my letter of May 20 was the Board's decision to
ignore the binding decision from the court in *Heap v. Galvin* and attempt to take control
of key aspects of the Recorder's responsibility for early voting. The Board's meeting
with MCAO personnel on Monday and its subsequent decision to adopt a resolution
usurping for itself authority over a key aspect of early voting--ballot drop boxes--raises

1 the troubling implication that your client has been advising the Board to disobey the
2 court's order.

3 Your email further confirmed that the County Attorney has *not* been offering "neutral"
4 advice unrelated to the *Heap v. Galvin / Mitchell v. Heap*, but has instead directly inserted
5 herself into the dispute and taken the Board's side: you admitted that the advice given
6 by the MCAO on Monday covered a "subject matter [that] would eventually impact
7 the separate litigation" of *Heap v. Galvin / Mitchell v. Heap*. It is thus especially puzzling
8 that you claimed in your email today that "no conflict that would make the County
9 Attorney unavailable has been declared", even though you acknowledged on Monday
10 that your client has been offering advice to the Board on matters that will impact *Heap*
11 *v. Galvin* and that she did so in the presence of counsel for the Board while excluding
12 the Recorder and counsel. Lest there be any doubt: the Recorder hereby declares that
13 a conflict exists between himself and the Board on any matter covering the administra-
14 tion of early voting or any election statute that contains the phrase "recorder or other
15 officer in charge of elections." Therefore, a conflict *has* now been declared and the
16 County Attorney is unavailable.

17 Indeed, even if the County Attorney's advice to the Board on Monday were not related
18 to *Heap v. Galvin*, and even if there weren't a conflict between the Board and Recorder
19 Heap, until *Mitchell v. Galvin* has been concluded, County Attorney Mitchell has an un-
20 waivable conflict of interest on all matters on which she might represent Recorder
21 Heap, as Comment 10 to ER1.7 makes clear: "A government lawyer owes a duty of
22 loyalty to a government organization and fulfills that duty by providing advice to the
23 organization's client representatives. Therefore, a government lawyer cannot provide
24 advice to, or represent, the client representative in one matter, and act as an advocate
25 against the client representative in another matter, even when the matters are unre-
26 lated."

27 County Attorney Mitchell decided to sue her own client. She lost. Then she appealed.
28 While that appeal remains active, County Attorney Mitchell is violating her "duty of
29 loyalty" to Recorder Heap, as required by Comment 10. At least until the appeal is
30 resolved (and perhaps longer, given the tremendous injury she has inflicted on the at-
31 torney-client relationship), she has an unwaivable conflict regarding all matters of rep-
32 resentation of Recorder Heap, whether or not related to *Heap v. Galvin / Mitchell v.*
33 *Heap*. Before we engage with you in any further discussion, we require a response from
34 you on this serious issue and that you state clearly your position on whether you
35 acknowledge that Comment 10 to ER 1.7 applies here and if you acknowledge that,
36 because County Attorney Mitchell has sued her own client, she has created an unwai-
37 vable conflict with Recorder Heap on all matters.

38 Furthermore, if there were any doubt about whether my actions on behalf of the Re-
39 corder were related to the litigation between the parties, your email from Monday set-
40 tles the matter conclusively. You complained that my direct communication with the
41 county attorney (which was permissible under ER 4.2(b)) was inappropriate because
42 she is a represented party--in other words, you confirmed your belief that the matters
43 at issue were related to *Heap v. Galvin / Mitchell v. Heap* and requested that I, therefore,
44 only communicate with the County Attorney through you. It is my understanding that
45 you only represent County Attorney Mitchell with respect to *Heap v. Galvin / Mitchell v.*
46 *Heap*. We therefore understand your request that I communicate with her only through
47 you as an admission that the relevant communications between Board members and
48 her and her subordinates are related to *Heap v. Galvin / Mitchell v. Heap*. I will therefore
49 ensure that I direct all my future communications to the MCAO through you. How-
50 ever, we also interpret your request as an admission that the matters in dispute in *Heap*
51 *v. Galvin / Mitchell v. Heap* remain very much live issues and that you acknowledge that
52 I have the authority to continue to represent Recorder Heap regarding any "subject
53 matter [that] would eventually impact the separate litigation" (which is how you put it
54 in your email on Monday)--in other words, we understand your emails from this week

1 to acknowledge that I have the authority to continue to represent the Recorder, among
2 other things, on any matter of election administration that involves early voting or any
reference to a statute that refers to the "recorder or other officer in charge of elections."

3 39. On May 26, 2026, AFL sent a letter to the Board, raising a concern that the
4 Board may have improperly acquired and disclosed to news outlets an email originating from
5 the Recorder's Office. Ex. 10 at 1. The letter stated that the concerns were based on three
6 factors: 1) the published document bore a "[Draft]" identifier and a "Draft saved Tue
7 5/26/2026 1:07 PM" timestamp, *see* Ex. 12, thus suggesting it may have been acquired from
8 Mr. Stone's email drafts folder and may not have been the version of the email that had been
9 actually sent; 2) the email had no redactions and thus included Mr. Stone's email address and
10 personal phone number, thus suggesting the email had not passed through the County's nor-
11 mal public records request and production process, which would have redacted such infor-
12 mation; and 3) it was featured in a news article, *see* Ex. 11, less than one hour after the stated
13 draft-save time. Ex. 10 at 1–2.

14 40. AFL's May 26 letter stated that the "[t]he email in question was released publicly
15 in a manner that raises deeply troubling questions that your clients are in the best position to
16 answer. We write now to place you on formal notice that the circumstances surrounding the
17 obtaining and disclosure of this document will be the subject of legal proceedings, whether
18 through a motion in the present action or through separate litigation, and to demand that all
19 potentially relevant evidence be immediately identified and preserved." *Id.* at 1. The letter also
20 stated a page later that "The circumstances described above potentially implicate multiple legal
21 provisions. Unauthorized access to electronic communications is a violation of the Stored
22 Communications Act, 18 U.S.C. § 2701, et seq. Under Arizona law, A.R.S. § 13-2316 also
23 prohibits unauthorized computer and data access." *Id.* at 2. AFL further stated that "this letter
24 constitutes formal notice of a litigation hold directed to the Maricopa County Board of Super-
25 visors, its members in their individual and official capacities, the Maricopa County Elections
26 Department, County Manager Jennifer Pokorski, Elections Director Scott Jarrett, and all em-
ployees, agents, contractors, and consultants who may have had access to or involvement in

1 the matters described herein,” and the letter listed seven categories of documents that the
2 litigation hold applied to. *Id.* at 3.

3 41. The letter further made a public records request to the Board on behalf of Re-
4 corder Heap for six of the seven categories of documents subject to the litigation hold and
5 requested that these documents be provided to Mr. Rogers. *Id.* at 3–4. The Board has not yet
6 produced any of the requested documents.

7 **iv. Additional Context Concerning Implementation of the April 16 Order**

8
9 42. On May 28, 2026, the Recorder filed a declaration in support of his civil-con-
10 tempt application alleging that the Board had not returned the IT personnel and systems spec-
11 ified in the April 16 Order or funded replacements, and that Elections Department personnel
12 had countermanded Recorder’s Office directions at ballot replacement sites. Ex. 14 ¶¶ 2, 15–
13 21. The declaration and its exhibits detailed the Recorder’s efforts to identify to the Board
14 instances that, in the Recorder’s view, demonstrated failures to abide by the April 16 Order
15 and the Recorder’s demands for compliance related to those instances. The exhibits to that
16 declaration include many of the exhibits associated with this evidentiary hearing—Exhibits A,
17 B, C, and D of the Heap Declaration (Exhibit 14) are the same documents submitted for this
18 hearing as Exhibits 1, 2, 5, and 7.

19 **v. Additional Context Concerning MCRO Communications With MCAO**

20
21 43. A data analysis of communications show that MCRO employees have sent 595
22 emails to the MCAO since this Court’s January 30, 2026 order through June 16, 2026. Over
23 that same time period, MCAO personnel sent 548 emails to MCRO personnel. Most of those
24 emails involved the following employees of the MCAO: Joe LaRue, Jack O’Connor, and Jo-
25 seph Branco. Ex. 15.

1 **II. Contested Issues of Fact and Law**

2 **A. Preliminary Statement: The Scope of This Hearing Is Narrow**

3
4 1. At the outset, the Court should note that the scope of the June 26 hearing is
5 tightly circumscribed by this Court’s prior rulings. On January 30, 2026, this Court dismissed
6 the County Attorney’s complaint for lack of standing and rejected, on the merits, her statutory
7 theory that A.R.S. § 11-532 empowers her to control the Recorder’s choice of litigation coun-
8 sel. Those determinations are law of the case. The Court’s April 16, 2026, Order in *Heap v.*
9 *Galvin* further established that the Recorder holds plenary authority over the statutory func-
10 tions at issue. As a result, most of the “facts” and legal conclusions set forth in the County
11 Attorney’s Separate Pre-Hearing Statement—including her extended discussion of AFL’s ide-
12 ology, the drop-box dispute, and her generalized claims that AFL has “usurped” her duties—
13 are either outside the scope of the hearing or are foreclosed as a matter of law.

14 2. The hearing addresses a single, narrow question: whether the Recorder’s and his
15 counsel’s actions since the January 30, 2026 and April 16 Orders—specifically AFL’s commu-
16 nications with the Board, the instructions given at ballot replacement sites, and the Recorder’s
17 direction limiting the County Attorney’s ex parte communications on matters within his pur-
18 view—fall within the authority confirmed by this Court’s prior rulings. The answer is yes.
19 Furthermore, the contested facts and law set forth below demonstrate that the County Attor-
20 ney’s TRO motion must be denied.

21 **B. Contested Issues of Fact and Law**

22
23 ***1. AFL’s Representation Has Been Limited to Heap v. Galvin and Its Im-***
24 ***plementation***

25 3. Recorder Heap contests the County Attorney’s characterization that AFL has
26 appointed itself a “de facto County Attorney” claiming “sole” authority to provide legal advice
to the County on all matters within the Recorder’s “purview.”

4. The factual record establishes the contrary. AFL has represented the Recorder

1 exclusively in connection with *Heap v. Galvin*, *Mitchell v. Heap*, and the implementation of this
2 Court's April 16, 2026, Order arising from those proceedings. Every communication cited in
3 the County Attorney's Pre-Hearing Statement—the May 6 letter to the County Manager, the
4 May 15–20 emails regarding ballot replacement sites, the May 18 demand concerning the ex-
5 ecutive session, the May 20 drop-box letter, the May 21 email regarding ex parte communica-
6 tions, and the May 26 preservation letter—was directly connected to enforcing the Court's
7 April 16, 2026, Order and protecting the Recorder's litigation interests in *Heap v. Galvin*. In-
8 deed, there is a significant overlap between the communications that the County Attorney
9 objects to and the exhibits the Recorder himself used to support his application asking this
10 Court to find the Board in contempt of its April 16 Order (see ¶ 42 above).

11 5. The Court's January 30, 2026, Order established that the County Attorney
12 lacked standing to challenge the Recorder's retention of AFL as his litigation counsel in *Heap*
13 *v. Galvin*. All of AFL's challenged conduct arose from, and was in furtherance of, that litigation
14 and the Court's resulting Order. The County Attorney's attempt to recharacterize this conduct
15 as something beyond litigation representation is a factual overreach that does not change the
16 legal analysis: she lacks standing to challenge AFL's representation in the *Heap v. Galvin* con-
17 text, and the law of the case bars her from doing so here.

18 6. Further undermining the County Attorney's narrative that AFL has displaced
19 her office entirely is the volume of email communications between the Recorder's Office and
20 the County Attorney's Office since the January 30, 2026, Order, which affirmatively demon-
21 strate the opposite. As reflected in Exhibit 15 and the proposed stipulated facts at paragraph
22 43, MCRO employees sent 595 emails to MCAO personnel between January 30, 2026, and
23 June 16, 2026, while MCAO personnel sent 548 emails to MCRO personnel over that same
24 period—a robust, ongoing flow of communication that is wholly inconsistent with the County
25 Attorney's claim that AFL has effectively shut her office out of county government. The Re-
26 corder has continued to rely on the County Attorney's Office for routine legal advice and
coordination, notwithstanding AFL's representation in *Heap v. Galvin* and *Mitchell v. Heap*—

1 and notwithstanding the fact that, given the per se, unwaivable conflict created by the County
2 Attorney's decision to sue her own client, the Recorder was under no legal or ethical obligation
3 to do so at all. *See* ER 1.7, cmt. 10 ("A government lawyer ... cannot provide advice to, or
4 represent, the client representative in one matter, and act as an advocate against the client
5 representative in another matter, even when the matters are unrelated."). The Recorder's con-
6 tinued engagement with the MCAO reflects goodwill and a pragmatic desire to maintain func-
7 tional county governance.

8 7. The County Attorney's invocation of ER 1.16, Comment 4, to justify her con-
9 tinued provision of legal advice to the Board while litigating against the Recorder is unavailing.
10 That comment provides that "if the government lawyer cannot feasibly cease advising and
11 representing the government organization through the client representative against whom an
12 action must be initiated, then referral of that action to another government law firm or outside
13 counsel is required to address conflict of interest issues." The comment presupposes a genuine
14 referral and recusal—a meaningful separation in which the conflicted government lawyer steps
15 back from the adverse matter entirely and leaves its management to independent outside coun-
16 sel. It does not contemplate a scenario in which the conflicted government lawyer nominally
17 refers the litigation to outside counsel while remaining actively and substantially involved in
18 the proceedings. Yet that is precisely what the County Attorney has done here. She has per-
19 sonally signed declarations submitted to this Court in *Mitchell v. Heap*. Her counsel has dis-
20 closed through counsel, in filings before this Court, the content of confidential executive ses-
21 sion discussions—disclosures that, as noted below, appear to implicate A.R.S. § 38-431.03(B).
22 Her office has communicated with outside counsel for the Board regarding matters relating to
23 *Heap v. Galvin*. And she has ordered her attorneys to file and prosecute the TRO and stay
24 motions now before the Court. A lawyer who signs sworn declarations in a case, who discloses
25 privileged executive session communications that bear on the litigation, and who directs the
26 filing of emergency motions has not "referred" the adverse matter to outside counsel in any
meaningful sense—she has retained control of it while attempting to use Comment 4 as a

1 shield against the conflict-of-interest consequences that her own continued involvement has
2 created. Comment 4 is a conflict-resolution mechanism, not a license to litigate against one's
3 own client while simultaneously claiming the mantle of a neutral advisor.

4 ***2. The Board's Defiance of the Court's Order Is the Source of Any Disrup-***
5 ***tion—Not AFL's Conduct.***

6 8. Recorder Heap contests the County Attorney's implicit suggestion that AFL's
7 communications with the Board and the County Manager reflect an improper expansion of
8 AFL's role. The factual record tells a different story.

9 9. As documented in AFL's May 18, 2026, letter to counsel for the Board, the
10 Board's Elections Director, Scott Jarrett, was actively approaching individual members of the
11 Recorder's staff—one by one—seeking agreements that would cede the Recorder's court-or-
12 dered authority back to the Board. Mr. Jarrett instructed poll workers at ballot replacement
13 sites to disregard directives from Recorder management staff and characterized Recorder em-
14 ployees as mere "observers" without authority—directly contradicting the Court's April 16,
15 2026, Order and A.R.S. §§ 16-558.02(A) and 16-409(A). Moreover, the Board's counsel, Mr.
16 Langhofer, sent letters asserting that the Recorder's authority over ballot replacement sites
17 was limited and that a "Service Level Agreement" was a precondition to returning the Re-
18 corder's own IT resources, something which was not required by the Court's Order.

19 10. If the County Attorney is frustrated by the volume of AFL's legal activity since
20 the April 16, 2026, Order, her grievance should be directed at her other client—the Board of
21 Supervisors—which has persistently refused to comply with a binding court order, thus ne-
22 cessitating AFL's ongoing involvement in implementation matters. The County Attorney can-
23 not use the consequences of her other client's noncompliance as a basis for enjoining the
24 Recorder's counsel. Indeed, her persistence in attempting to do so shows that she has taken
25 the Board's side in *Heap v. Galvin* and is actually adverse to the Recorder in that dispute.
26

1 ***3. AFL Never Claimed Binding Authority Over County Legal Advice; It De-***
2 ***manded That MCAO Not Advise the Board Ex Parte on Matters Adverse to***
3 ***the Recorder***

4
5 11. Recorder Heap contests the County Attorney’s characterization that AFL has
6 “instructed the Board and County employees to disregard legal advice from the MCAO” and
7 has asserted “sole” authority to provide legal advice to the County on matters within the Re-
8 corder’s purview.

9 12. What AFL actually did was instruct the County Manager and the Elections De-
10 partment that, with respect to functions assigned by statute to the Recorder and governed by
11 the Court’s Order, they may not seek *ex parte* legal advice from the County Attorney in the
12 presence of their *Heap v. Galvin* litigation counsel without the Recorder and his counsel also
13 being present. This was an entirely reasonable demand, and County Attorney Mitchell’s com-
14 pliance was required by the Rules of Professional Conduct. AFL did not claim authority to
15 advise the Board on the Board’s own independent statutory duties. What AFL demanded is
16 that the County Attorney not dispense advice, in the presence of the Board’s litigation counsel
17 in *Heap v. Galvin*, about matters that are the subject of that litigation, without the Recorder
18 being included.

19 13. Once again, Comment 10 to Arizona ER 1.7 comes into play. The County At-
20 torney is prosecuting an appeal arguing that the Recorder had no right to retain AFL. She
21 simultaneously purports to provide “neutral” legal advice to the Board—in the presence of
22 adverse litigation counsel—about the Recorder’s statutory authority over ballot replacement
23 sites and early voting, which are matters subject to this Court’s April 16 Order. She cannot do
24 both. AFL’s demand was not an assertion of “sole” authority; it was a proper invocation of
25 the Recorder’s rights as her client under the Ethical Rules.

26 14. Moreover, the County Attorney’s advice—that poll workers could not verbally
inform voters of their statutory right under A.R.S. § 16-579 to present identification with an
early ballot because doing so might raise an Equal Protection concern—was not only legally

1 incorrect; it was the opposite of what the Constitution and the statute require. *See Short v.*
2 *Brown*, 893 F.3d 671, 679 (9th Cir. 2018) (Equal Protection does not forbid providing voters
3 with expanded information about their voting options). That erroneous advice, dispensed *ex*
4 *parte*, directly undermined the Recorder’s administration of ballot replacement sites and is a
5 concrete illustration of why such *ex parte* advice is harmful and improper.

6
7 ***4. The County Attorney’s Claim of “Neutrality” Is Factually and Legally Un-***
8 ***tenable; Her Characterization of AFL as “Partisan” Is Ironic***

9 15. Recorder Heap contests the County Attorney’s assertion that she “provides
10 neutral legal advice” and that her advice has been provided “without any ulterior motives.”

11 16. The County Attorney is directly adverse to the Recorder in active litigation. She
12 filed a complaint against him. She is prosecuting an appeal of this Court’s Order in his favor.
13 There is nothing neutral about a party in active litigation providing legal advice bearing on the
14 subject matter of that litigation at an executive session attended by the opposing party’s litiga-
15 tion counsel—while deliberately excluding the opposing party and his counsel.

16 17. The County Attorney’s repeated characterization of AFL as a “partisan organi-
17 zation” reveals a fundamental misunderstanding of the word. AFL is a 501(c)(3) non-profit
18 organization; as such, it is legally prohibited by federal law from endorsing partisan candidates,
19 making contributions to political campaigns, or participating in partisan electoral activity. AFL
20 complies with those obligations. By contrast, County Attorney Mitchell was herself elected to
21 her office as a candidate of a political party, in a partisan election. The official claiming to be
22 a “neutral” arbiter is the elected partisan; the organization she accuses of partisanship is a
23 federal nonprofit legally barred from partisan activity.

24
25 ***5. The May 18, 2026, Executive Session: Contradictory Representations,***
26 ***A.R.S. § 38-431.03 Concerns, and the Required Adverse Inference***

18. Recorder Heap identifies this as the most significant contested issue in this case.

1 The County Attorney’s own Pre-Hearing Statement contains facially contradictory represen-
2 tations about what occurred at the Board’s May 18, 2026, executive session, and those repre-
3 sentations themselves appear to implicate A.R.S. §38-431.03(B)’s prohibition on disclosing
4 executive session content.

5
6 ***a. The Contradiction***

7 19. The County Attorney’s litigation counsel previously represented that Messrs.
8 Langhofer and Tully “did not even speak in the presence of those attorneys” at the May 18
9 executive session and “were present as technical advisors because the subject matter would
10 eventually impact the separate litigation for which they are counsel.” Ex. 4.

11 20. The County Attorney’s Pre-Hearing Statement tells a materially different story:

12 15. “Item 3” on the May 18 Agenda is entirely unrelated to the *Heap v. Galvin* litigation.
13 Rather, “Item 3” related to a separate technical issue concerning election administra-
14 tion. During the Board’s review of “Item 3,” MCAO attorneys refused to answer any
questions regarding *Heap v. Galvin*.

15 16. Mr. Langhofer was present during the discussion of “Item 3” because he needed
16 to advise the Board about the impact of the Court’s April 16 Order on the items pre-
sented during ‘Item 3,’ and that separate discussion took place under ‘Item 4’ without
MCAO attorneys being present.

17
18 21. These two statements are mutually exclusive. If Item 3 was “entirely unrelated
19 to *Heap v. Galvin*,” how did it require Mr. Langhofer—the Board’s litigation counsel in *Heap v.*
20 *Galvin*—to be present specifically to “advise the Board about the impact of the Court’s April
21 16 Order” on Item 3’s subject matter? Either Item 3 related to *Heap v. Galvin* and the April 16
22 Order, or it did not. The County Attorney’s Pre-Hearing Statement says both, in consecutive
23 paragraphs.

24 ***b. Potential Statutory Violation***

25 22. Under A.R.S. § 38-431.03(B), “[m]inutes of and discussions made at executive
26 sessions shall be kept confidential.” Under A.R.S. § 38-431.03(F), executive session infor-
mation “shall not [be] disclos[ed] except to the attorney general or county attorney, by

1 agreement with the public body or to a court in camera for purposes of enforcing this article.”
2 The disclosure of the content of, or the specific topics discussed at, the Board’s executive
3 session in a court filing—without Board authorization—appears on its face to violate these
4 provisions. The irony is acute: it is the County Attorney who, through counsel, has disclosed
5 executive session content, and it is the County Attorney who would ordinarily be responsible
6 for investigating that potential violation under A.R.S. § 38-431.03(B)(4)—a conflict that ap-
7 pears insoluble. The Court should be aware of this issue as it evaluates the candor and con-
8 sistency of the representations before it.

9
10 *c. The Required Adverse Inference*

11 23. The County Attorney’s Pre-Hearing Statement takes the position that “in no
12 event may the substance of any discussions that took place in executive session be elicited
13 from any hearing witness.” Mitchell Pre-Hearing Statement ¶ 59. Accordingly, all witnesses
14 with direct knowledge of what was discussed at Item 3—including MCAO personnel, Messrs.
15 Langhofer and Tully, Mr. Jarrett, and members of the Board—will presumably invoke the
16 attorney-client privilege and the executive session confidentiality protections of A.R.S. § 38-
17 431.03.

18 24. When a party selectively discloses information from a privileged or confidential
19 communication in a way that casts the party in a favorable light, while invoking privilege to
20 block further inquiry, an adverse inference is required. *Cf. Accomazzo v. Kemp ex rel. Cnty. of*
21 *Maricopa*, 234 Ariz. 169, 172 ¶ 9 (App. 2014) (“When a party affirmatively places privileged
22 communications at issue, it waives the attorney-client privilege.”). The County Attorney has
23 described aspects of the executive session that she believes are favorable to her—namely, her
24 (unsubstantiated, and unsubstantiable) claim that MCAO attorneys “refused to answer any
25 questions regarding *Heap v. Galvin*” and that Item 3 was “entirely unrelated” to that litigation—
26 while simultaneously shielding the full substance of Item 3 from examination, and describing
why Messrs. Langhofer and Tully were present in terms that directly implicate the April 16

1 Order. She cannot have it both ways.

2 25. The Court must draw the adverse inference most consistent with the available
3 evidence: that MCAO attorneys provided legal advice to the Board at Item 3—in the presence
4 of the Board’s litigation counsel in *Heap v. Galvin*, and in the absence of the Recorder and his
5 counsel—about matters relating to early voting administration and ballot replacement sites
6 that bore directly on the April 16 Order, and that this advice was intended to, or did in fact,
7 assist the Board in its litigation posture against the Recorder. If that inference is drawn—as it
8 must be, given the invocation of privilege and statutory confidentiality across the board—it
9 independently establishes that the County Attorney is functionally adverse to the Recorder in
10 ways that extend well beyond the caption of *Mitchell v. Heap*—specifically, that she is directly
11 adverse to him in *Heap v. Galvin*. That finding not only justifies denial of the County Attorney’s
12 TRO and stay motions, it provides a wholly independent basis for dismissing her claims in this
13 case in their entirety, as County Attorney Mitchell has herself conceded that “when an actual
14 legal conflict exists between the County Attorney and the Recorder ... the Recorder is entitled
15 to select his preferred attorney to represent him.” Complaint ¶ 34.

16
17 ***6. The Law of the Case, Standing, and the Injunction Factors All Require***
18 ***Denial of the TRO.***

19 26. Recorder Heap contests the County Attorney’s legal contentions in Sections
20 II.B of her Pre-Hearing Statement. Among other things, the following points are contested:

21 27. (a) **Law of the case.** The County Attorney argues that the law of the case does
22 not apply because the TRO raises “new” facts. This argument fails. The January 30, 2026,
23 Order resolved the core legal question: the County Attorney has no standing to control the
24 Recorder’s retention of AFL as his litigation counsel in *Heap v. Galvin*. All of AFL’s challenged
25 conduct arose from that litigation and the April 16 Order. The law of the case forecloses
26 relitigation of the same legal question under a different procedural label. See *Gallagher v. Tucson*
Unified Sch. Dist., 237 Ariz. 254, 258 ¶ 16 (App. 2015); *State v. Bravo*, 171 Ariz. 132, 137 (App.

1 1991).

2 28. **(b) Standing.** A dismissal for lack of standing is a judgment that the plaintiff
3 cannot bring the claim at all. The County Attorney’s TRO Motion asks this Court to grant
4 injunctive relief to a party that this Court has already determined lacks standing to seek such
5 relief. That is not permitted.

6 29. **(c) Estoppel.** In her complaint, the County Attorney expressly conceded that
7 “there is no dispute that, when an actual legal conflict exists between the County Attorney and
8 the Recorder (such as in this litigation), the Recorder is entitled to select his preferred attorney
9 to represent him.” Complaint ¶ 34. She is estopped from the contrary position she now ad-
10 vances.

11 30. **(d) No likelihood of success.** The County Attorney’s statutory theory was
12 rejected by this Court in the January 30, 2026, Order. It also fails on the merits: under *Romley*
13 *v. Daughton*, 225 Ariz. 521, 526 ¶ 24 (App. 2010), it is “for the [county officer] alone to decide
14 when such a lack of harmony exists and its decision in this regard is not subject to judicial
15 review”; under ER 1.7, Comment 10, the County Attorney has a per se conflict of interest as
16 to all matters of representation of the Recorder while she is actively litigating against him; and
17 under *Maricopa County v. Biaett*, 21 Ariz. App. 286, 290 (1974), the Recorder has the authority
18 to retain independent counsel to vindicate his statutory rights.

19 31. **(e) Balance of equities and public interest.** Granting the TRO would strip
20 the Recorder of his litigation counsel in the middle of an active appeal, force him to proceed
21 without unconflicted legal representation, and effectively reward the Board’s defiance of the
22 April 16, 2026, Order. The public interest in orderly election administration is served by en-
23 suring that the Recorder—the officer responsible by statute for early voting in Maricopa
24 County—has access to competent, unconflicted legal counsel.
25
26

1 **III. Separate Statement by Each Party of Other Issues of Fact and Law that the**
2
3 **Party Believes are Material**

4 None.

5
6 **IV. List of Witnesses**

7 Recorder Heap Plans to call some or all of the following witnesses:

- 8 1. County Attorney Mitchell
9 2. Tom Liddy, Civil Division Chief, County Attorney's Office
10 3. Joe Branco, Practice Group Leader, County Attorney's Office
11 4. Joseph La Rue, Deputy County Attorney, County Attorney's Office
12 5. Kate Brophy McGee, Chair of the Maricopa County Board of Supervisors
13 6. Debbie Lesko, Vice Chair of the Maricopa County Board of Supervisors
14 7. Thomas Galvin, Maricopa County Board of Supervisors
15 8. Mark Stewart, Maricopa County Board of Supervisors
16 9. Steve Gallardo, Maricopa County Board of Supervisors
17 10. Kory Langhofer, Counsel for Supervisors Galvin, Gallardo, Lesko, and McGee in
18 Heap v. Galvin
19 11. Steve Tully, Counsel for Supervisor Stewart
20 12. Zach Schira, Assistant County Manager
21 13. Scott Jarrett, Elections Department Director

22 **V. Recorder Heap's Final Exhibit List**

23
24 Recorder Heap identifies the exhibits he may use at the hearing, the list of proposed
25 stipulated exhibits contained above in Section I.

26 **VI. Deposition Testimony to Be Offered at The Hearing**

None.

1 **VII. Requested Technical Equipment or Interpreters**

2
3 None.

4 **VIII. Rule of Evidence 615**

5
6 Recorder Heap intends to invoke Arizona Rule of Evidence 615 at the June 26, 2026,
7 Hearing for all witnesses other than County Attorney Mitchell.

8 **IX. Settlement Efforts**

9
10 Recorder Heap agrees with County Attorney Mitchell that settlement efforts would not
11 be fruitful.

12 **X. Trial Record**

13
14 Recorder Heap believes that audiovisual recording of the hearing will be sufficient.

15 RESPECTFULLY SUBMITTED this 23rd day of June, 2026.

16
17 **America First Legal Foundation**

18 By: /s/James Rogers

19 James K. Rogers (No. 027287)

20 *Senior Counsel*

21 America First Legal Foundation

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23 Washington, D.C. 20003

24 Phone: (202) 964-3721

25 James.Rogers@aflegal.org

26 *Attorney for Maricopa County Recorder Justin Heap,*

Plaintiff in Heap v. Galvin

Defendant in Mitchell v. Heap

1 ORIGINAL filed and served via electronic
2 means this 23rd day of June, 2026, upon:

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SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2025-020621

06/24/2026

HONORABLE SCOTT A. BLANEY

CLERK OF THE COURT
M. Dern
Deputy

JUSTIN HEAP

JAMES K ROGERS

v.

THOMAS GALVIN, et al.

THOMAS J. BASILE

RYAN P HOGAN
BRETT W JOHNSON
STEPHEN W TULLY
CHARLENE A WARNER
JUDGE BLANEY

MINUTE ENTRY

The Court has reviewed and considered Recorder Heap's *Motion to Vacate or Set Hearing* and the docket in this case.

THE COURT FINDS good cause, on stipulation of the parties, to vacate the evidentiary hearing on County Attorney Rachel Mitchell's *Motion for Temporary Restraining Order (with notice) and Preliminary Injunction*.

On good cause, and in the Court's discretion,

IT IS ORDERED vacating the June 26, 2026 evidentiary hearing on County Attorney Mitchell's *Motion for Temporary Restraining Order (with notice) and Preliminary Injunction*, to be rescheduled for a future date to be determined.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2025-020621

06/24/2026

IT IS FURTHER ORDERED reaffirming the virtual status conference currently set for June 25, 2026 at 10:00 a.m.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2025-020621

06/25/2026

HONORABLE SCOTT A. BLANEY

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JUDGE BLANEY

MINUTE ENTRY

East Court Building – Courtroom 411 – VC

10:01 a.m. This is the time set for a virtual Status Conference based on Plaintiff Maricopa County Attorney Rachel Mitchell's *Emergency Request for Status Conference* filed June 22, 2026. Appearances are as follows:

- Plaintiff/Counterdefendant, Maricopa County Recorder Justin Heap, is present and represented by counsel of record, James K. Rogers.
- Plaintiff, Maricopa County Attorney Rachel Mitchell, is not present but is represented by counsel of record, Ryan P. Hogan, and co-counsel, Brett W. Johnson.
- Defendants/Counterclaimants, Thomas Galvin, Kate Brophy McGee, Debbie Lesko, and Steve Gallardo (collectively, "Maricopa County Board of

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Supervisors”), are not present but are represented by counsel, Kory A. Langhofer, on behalf of counsel of record, Thomas J. Basile.

- No other counsel or parties are present.

A record of the proceedings is made digitally in lieu of a court reporter.

The Court summarizes the claims in the consolidated cases for the record.

Discussion is held regarding the status of the case between County Attorney Mitchell and County Recorder Heap, which this Court has issued a final judgment on and is now under appeal. County Attorney Mitchell is now seeking injunctive relief from this Court.

The Court admonishes the parties that should the Court of Appeals issue a stay in this case, this Court will no longer have jurisdiction. However, today’s Status Conference will proceed assuming no stay is in place.

Discussion is further held regarding the issues of injunctive relief, invoking privileges, and adverse inferences, and the possibility of their resolution through briefing in the form of a Motion for Summary Judgment. The parties stipulate that little to no further discovery is needed on these issues.

Discussion is further held regarding the possibility of an ethical conflict of interest between County Attorney Mitchell and her representation of County Recorder Heap.

Based on the discussion held on the record,

THE COURT FINDS it is necessary to review the filings before the Court to determine a path forward on the above issues, specifically the request for injunctive relief. The parties will be notified if further briefing or an Oral Argument is needed.

IT IS ORDERED that the parties shall submit their bench books of exhibits to the Court for review no later than **June 30, 2026 at 12:00 p.m.**

IT IS FURTHER ORDERED that if the Court of Appeals issues a stay, the parties shall contact this Court’s division immediately.

IT IS FURTHER ORDERED that if any hard deadlines arise for this part of the case, the parties shall contact this Court’s division immediately.

10:26 a.m. Matter concludes.