PROFESSIONAL SERVICES AGREEMENT NO.

081015-1

LEGAL REPRESENTATION TO THE GILA COUNTY SHERIFF'S CORP LOCAL BOARD

THIS AGREEMENT, made and entered into this 5TH day of OCTOBER, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the "County", and Grasso Law Firm, P.C., 2121 West Chandler Blvd., Suite 100, Chandler, AZ 85224, hereinafter designated the "Firm".

WITNESSETH: That the Firm, for and in consideration of the sum to be paid to the Firm by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for itself, its heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF SERVICES: The Firm agrees to provide legal representation to the Gila County Sheriff's CORP Local Board, per Attachment "A" to Professional Services Agreement No. 081015-1 – Grasso Law Firm, P.C. Legal Representation Agreement dated August 6, 2015, by mention made a binding part of this agreement as set forth herein. In the performance of these duties under the provisions of this agreement, it is mutually understood and agreed that the Firm, its agent(s), and employee(s), are at all times acting and performing as an independent contractor.

The Firm agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Firm's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Firm is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Firm nor any employee of the Firm shall be deemed an officer, employee, or agent of the County.

DUTIES AND RESPONSIBILITIES

The Firm shall provide duties as follows:

Per Attachment "A" to Professional Services Agreement No. 081015-1 – Grasso Law Firm, P.C. Legal Representation Agreement dated August 6, 2015, by mention made a binding part of this agreement as set forth herein.

ARTICLE II - FEES: For the services provided by the Firm under this agreement, financial compensation from the County will be as follows:

Per Attachment "A" to Professional Services Agreement No. 081015-1 – Grasso Law Firm, P.C. Legal Representation Agreement dated August 6, 2015, by mention made a binding part of this agreement as set forth herein.

ARTICLE III -TERMINATION: This Agreement shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE IV - INDEMNIFICATION CLAUSE: The Firm agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Firm, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Firm to indemnify the County to the extent permitted under Arizona Law.

ARTICLE V- INSURANCE REQUIREMENTS: The Firm agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance. The Firm agrees to provide the County with certificates evidencing the coverage specified.

ARTICLE VI - ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Firm under this agreement shall be assigned. No rights or obligations of the Firm under this agreement shall be subcontracted by the Firm without prior approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Pursuant to A.R.S. § 41-4401, Firm hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws")- Firm shall further ensure that each approved subcontractor who performs any work for Firm under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Firm and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Firm's obligations.

Firm shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

ARTICLE VIII - LAWS AND ORDINANCES: This Agreement shall be enforced under the laws of the State of Arizona. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336,42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE IX - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE X -TERM: The term of the contract shall commence on July 1, 2015 and continue in full force and effect up through and including June 30, 2016, unless terminated, canceled or extended as otherwise provided herein.

ARTICLE XI - PAYMENT: Firm shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed $5,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Firm. Purchase orders sent to the Firm reflect these terms and conditions and they apply to all invoices received by the County.

The Firm shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Firm does not have a current W-9.

Invoices: All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

ARTICLE XII – Legal Representation Agreement of August 6, 2015

The terms and conditions contained in the Legal Representation Agreement of August 6, 2015, Attachment "A" to Professional Services Agreement No. 081015-1, are incorporated by this reference into this Agreement. In the event of any conflict between the terms and conditions of the Legal Representation Agreement or the terms and conditions of this Agreement, the terms and conditions of this agreement shall control.

By signing this Agreement, the Gila County Manager is giving the County's consent to the Firm to allow it to undertake the above-described representation.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

GRASSO LAW FIRM, P.C.

Signature

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

GRASSO LAW FIRM
Trial Attorneys

Hannah Auckland, Attorney
(480) 739-1206 - direct line
hauckland@grassolawfirm.com

August 6, 2015

ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED MATERIAL

VIA EMAIL
jsgroi@gilacountyaz.gov
Jeannie Sgroi
Contracts Administrator
Gila County Finance
Guerrero Building
1400 East Ash St.
Globe, AZ 85501

Re: Legal Representation Agreement: Gila County Sheriff CORP Local Board

Dear Ms. Sgroi:

Thank you for your email requesting that I begin serving as legal counsel for the Gila County Sheriff CORP Local Board. We appreciate your interest in retaining GRASSO LAW FIRM, P.C., to serve as the Board's legal counsel in accordance with Arizona Revised Statutes § 38-893.N.

The Arizona State Bar recommends that each client be clearly informed in writing of the terms of engagement when employing legal counsel. We believe this is a good practice, and have adopted it as our own policy. Therefore, we would like to take this opportunity to set out the terms of our representation.

Retainer. Although we normally require a retainer, based on the Local Board's status as a government client, we are not asking for a retainer at this time. Invoices for fees and costs will be rendered on a monthly basis for time expended and costs incurred during the previous month.

Fees and Costs. We determine our fees by multiplying the number of hours worked on your behalf by the hourly rates of the attorneys and paralegals who provide services to you. We adjust our rates periodically. They are available to you at any time upon request.

I will be your primary contact at the GRASSO LAW FIRM and I am willing to serve at a reduced billing rate of $240 per hour (my current hourly rate is $275). Should any other attorney or paralegal at the firm work on your matters, their time will be billed as follows:

Attorneys	$240 per hour
Paralegals	$110 per hour

We record and bill for our time in tenths of an hour. Our bills will include the time we spend researching factual and legal issues, negotiations, conferences, review and preparation of various documents or pleadings, attending Local Board meetings, conducting discovery, making court appearances, travel, telephone calls and emails.

As I have done in the past, I will work with the Local Board to establish procedures to minimize the Board's legal expenses (such as telephone consultations and telephone "stand-by" procedures for routine Board meetings).

In addition to our fees, you will be responsible for charges and expenses we incur on behalf of the Local Board. We normally charge them to you monthly as the firm receives and processes bills. Our standard costs are set forth in the attached sheet. In the unlikely event of costs or third-party charges that exceed $500, we may ask you to pay those invoices directly and in a timely manner.

Because the Board is required to retain independent counsel and the Gila County Sheriff's Office is required to pay for the Board's counsel (A.R.S. § 38-893.N), I suggest that this Legal Representation Agreement be presented to the Chairman of the CORP Local Board and the appropriate governmental authority if such governmental approval is necessitated by County procurement requirements.

The GRASSO LAW FIRM prepares statements each month for mailing by the 15th. The statements will show the fees and charges incurred during the previous month. We will address our statements to you at the above address unless directed otherwise. If you wish to have us furnish copies to anyone else, please let us know. Our federal taxpayer identification number appears on our statements.

Our invoices are due and payable upon receipt. We may withdraw from the representation, after reasonable notice, if our bills are not paid when due. We reserve the right upon 10 days advance notice to you to charge interest on past due amounts at 1.5% per month.

We may furnish budgets or other estimates of fees or costs based on our experience and understanding of the matter. Any estimate is not intended to be binding, is subject to unforeseen circumstances, and is by its nature inexact. It is not considered a "cap" or "flat fee" unless expressly stated in writing.

Retention of Documents. During our representation, we are likely to receive copies or originals of documents or other materials belonging to you or others. Once the matter to which those materials relate has been concluded, we will have no further responsibility to maintain such materials unless we expressly agree otherwise. If you do not ask for the return of such materials within one year after the closing of the matter to which they relate, we may destroy them in accordance with our normal file retention policies.

Other Matters. This letter sets forth the terms of our engagement on this matter and, unless other terms are specifically agreed to, on any matters we are later asked to handle.

As I am sure you are well aware, the attorney-client relationship is one of mutual trust and confidence. As the responsible attorney, I will do my very best to see that you are satisfied not only with the firm's services, but also with the fees charged for those services. Should you have any questions or comments regarding our services, our fees, or the status of the case, please do not hesitate to contact me.

I very much appreciate this opportunity to work with the Gila County Sheriff CORP Local Board. I encourage you or the Board to bring to our attention at any time any questions or concerns you or the Board may have concerning either our services or our fees.

If this letter and the terms of our representation, including the charges for our professional services and costs, are acceptable to you, please sign and date this letter and return the original signature at your earliest convenience. Please be advised that we require that the signed copy of this letter be returned prior to commencing work on your projects.

Sincerely,

Hannah Auckland

Enclosures

I HAVE REVIEWED THIS LETTER AND
THESE TERMS ARE APPROVED

DATE: 10-05-15

NAME, TITLE [*E.G.* BOARD SECRETARY OR CHAIRMAN]
GILA COUNTY SHERIFF CORP LOCAL BOARD
Michael A. Pastor, Board Chairman

DATE: 10/5/15

NAME, TITLE [*E.G.* COUNTY MANAGER]
GILA COUNTY Don E. McDaniel, Jr.

APPROVED AS TO FORM:

Jefferson R. Dalton
Deputy County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

STATEMENT OF CHARGES

Mail: There is no charge for regular mail unless a single mailing exceeds $10.00. Clients are charged the actual cost of express mail and bulk mailings, as well as air express mail couriers.

Photocopying: Clients are charged $0.20 per page for photocopies that are done in-house at GRASSO LAW FIRM, P.C. When the size of photocopying job, nature of a photocopying job, or time constraints dictate, photocopying jobs will be sent to outside vendors, and clients are charged the actual costs charged by the outside vendor.

Facsimile: Clients are charged $0.50 per page plus the telephone expense for outgoing faxes.

Messengers: Clients are charged the actual costs of outside messenger service. In some instances, GRASSO LAW FIRM personnel may be used in lieu of an outside messenger service to reduce delivery time. In such cases, client agrees to pay such delivery charges comparable to those of outside messenger services.

Computer Research: GRASSO LAW FIRM uses Westlaw computer-assisted research. GRASSO LAW FIRM bills clients for any services not covered by GRASSO LAW FIRM'S standard plan.

Other Litigation Costs: Any other charges to GRASSO LAW FIRM from third-parties in connection with its clients' representation are charged to the client at GRASSO LAW FIRM'S actual cost. When asked by GRASSO LAW FIRM, clients may be required to pay larger third-party invoices directly and in a timely manner.