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January 26, 2016

**VIA EMAIL**

Don E. McDaniel, Jr., County Manager  
Department of Environmental Health  
Gila County

**MATTER: Preparation and Filing of PERM Labor Certification Application for Rahail Abou Saleh**

Dear Mr. McDaniel:

The law firm of Osborn Maledon, P.A. (hereinafter "**Firm**") agrees to represent Gila County (hereinafter "**Client/s**") in connection with the PERM Labor Certification Application for Rahail Abou Saleh. We look forward to working with you on this matter and will do our best to bring it to a satisfactory conclusion.

**Conflict of Interest.** A.R.S. § 38-511 provides: "Notice of this section (cancellation of contracts due to conflict of interest) shall be included in every contract to which the state, its political subdivisions, or any of the departments or agencies of either is a party."

**Program Electronic Review Management (PERM).** A permanent labor certification issued by the Department of Labor (DOL) allows an employer to hire a foreign worker to work permanently in the United States. The DOL must certify to the USCIS that there are not sufficient U.S. workers able, willing, qualified and available to accept the job opportunity in the area of intended employment and that employment of the foreign worker will not adversely affect the wages and working conditions of similarly employed U.S. workers.

**Scope.** Preparation and Filing of PERM Labor Certification Application for Rahail Abou Saleh, including preparation of Prevailing Wage Determination, obtain advertising price quotes, manage advertising and recruitment are conducted to test the U.S. labor market per regulations, and prepare and file PERM 9089 Form online at DOL.

**Timeframe.** Commenced 9/10/2014 (via prior law firm, Davis Miles McGuire Gardner), with DOL filing deadline of 2/2/2016. PERM application must be filed on or before 2/2/2016, DOL processing will take approximately 6-8 months based on current government processing times. It is anticipated the representation of the matter to be conducted through the final determination of the labor certification. Additional fees would incur if DOL requests additional information or documentation. Please refer to Limitations section.

**Legal Arizona Workers Act Compliance.** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to

Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any 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 Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor 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 a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each 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."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

The Arizona State Bar requires that each client be clearly informed in writing of the terms of engagement when employing legal counsel. Therefore, we would like to take this opportunity to set out the terms of our representation.

In consideration for services rendered and to be rendered relating to the matter described above, the Client will pay the Firm a flat fee of \$1,800.00 (the "Flat Fee"), due upon signing of the fee agreement. The Flat Fee is all of the attorneys' fees that the Firm will charge Client for this matter, and is earned upon receipt and will be placed directly into the Firm's operating account.

If the Flat Fee is not paid when due the Firm reserves the right to withdraw from further representation.

**Limitations.** The Flat Fee takes into consideration that conferences with your attorney often constitute important advice and planning in your case. The **Flat Fee** is for the representation in the proceedings as a whole and is not an hourly agreement. However, Client is hereby advised that excessive Client-initiated calls and/or appearances which fall outside the average scope of this case *may warrant increased attorney fees above and beyond the Flat Fee*. If such an increase is necessary, the Firm will provide advance notice to Client. The Flat Fee is due as stated above, regardless of the outcome of the matter.

The Firm's services to you will be limited to the matter described above. If you request that the Firm provide legal services other than related to the matter described above, you and the Firm will separately agree on the terms under which those services will be provided. In addition, the Firm's services in the matter do not include any of the following: appeals; waivers; interviews with government agencies; changes of address; employment authorization; InfoPass appointments; Request for Evidence (RFE) responses; Notice of Filings (NOF); PERM Audits; and representation in any criminal proceedings or other legal proceedings. Such services may be offered at additional cost beyond the Flat Fee. Specifically, the Firm's legal fees to respond to a Request for Evidence (RFE) issued (above the Flat Fee) are as follows: "Simple Response" \$250.00-\$500.00 per response, "Complex Response" \$500.00-\$2,000.00 per response, depending on detail and time dedicated in preparing the RFE Response. **All meetings with the attorney require an appointment** and may require a separate fee, if the consultation is scheduled at the client's request; walk-in or unscheduled phone consultations are not accepted.

**Termination of Representation.** The Client may terminate the Firm's services at any time upon written notice to the Firm.

**Retention and Destruction 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 retain and return these materials to you or destroy them in accordance with our file retention policy, a copy of which is enclosed. Please inform us of any change of address so that we can contact you when it is time to return the file.

**Electronic Communications.** Communication through email, cellular, and wireless devices is cost-efficient and convenient. The firm takes reasonable internal precautions and safety measures to prevent disclosure of client sensitive information when using these forms of communication. But, the firm has no control regarding Internet providers, the Internet itself, wireless communications, or where and how you store confidential information. You must understand it is possible for such communications to be intercepted, misdirected, viewed, heard, or otherwise accessed by third parties, either accidentally or intentionally. You authorize the firm to communicate with you and third parties via email, cellular, and wireless methods, and you understand and accept all confidentiality risks associated with such use. It is important for you to let us know if there are email or other electronic addresses to which we should avoid sending confidential information.

**Arbitration of Fee Disputes.** In the event of a dispute involving our fees or costs, you and Osborn Maledon agree to submit the matter to the fee arbitration process conducted by the Arizona State Bar. The decision of the arbitrators will be final and non-appealable. You and Osborn Maledon waive the right to file suit in court concerning disputed fees or costs.

**Representation.** 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.

If you find you cannot agree to the foregoing terms and conditions or if you have any questions, please get in touch with me right away. Client understands the Firm DOES NOT GUARANTEE ANY PARTICULAR RESULT, as it is impossible to make such guarantees.

Please sign the enclosed copy of this agreement and return it. By signing, you indicate your agreement with the arrangement for legal services set forth in this agreement. Thank you for entrusting your case to our firm.

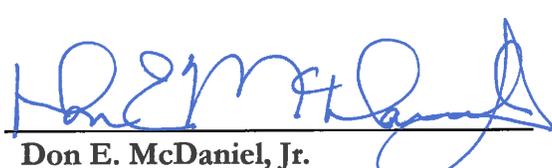
We welcome the opportunity to represent your interests and look forward to serving as your counsel.

Very truly yours,



Elizabeth Chatham

Dated: 1/23/16

By: 

Don E. McDaniel, Jr.  
County Manager

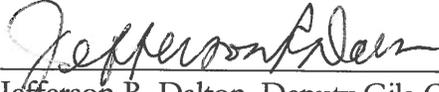
Dated: 1/26/16

By: 

Osborn Maledon PA  
Elizabeth Chatham

Gila County  
PERM Labor Certification Application/Rahail Abou Saleh  
January 26, 2016  
Page 5

**APPROVED AS TO FORM:**



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