

Hannah Auckland, Attorney
(480) 739-1206
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April 21, 2016

VIA U.S. Mail and Email - sbuono@bisbeeaz.gov

Sharon Buono, Board Secretary
Bisbee Police PSPRS Local Board
118 Arizona Street
Bisbee, Arizona 85603

RECEIVED
APR 25 2016
CITY OF BISBEE
FINANCE DEPARTMENT

Re: Legal Representation Agreement: Bisbee Police PSPRS Local Board

Dear Ms. Buono:

Thank you for taking the time to talk about the services your are seeking regarding independent legal counsel for the Bisbee Police PSPRS 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 § 38-847.N. We have completed our conflict check and I would be pleased to undertake this representation.

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.

Sharon Buono, Board Secretary
Bisbee Police PSPRS Local Board
April 21, 2016
Page 2

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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 we discussed, 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 City of Bisbee is required to pay for the Board's counsel (A.R.S. § 38-847.N), I suggest that this Legal Representation Agreement be presented to the Chair of the Local Board and the appropriate governmental authority if such governmental approval is necessitated by Bisbee's 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 Bisbee Police PSPRS 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



Sharon Buono, Board Secretary
Bisbee Police PSPRS Local Board
April 21, 2016
Page 4

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APR 25 2016

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FINANCE DEPARTMENT

I HAVE REVIEWED THIS LETTER AND
THESE TERMS ARE APPROVED

DATE: 5-18-16

Sharon Buono Board Secretary
NAME, TITLE [E.G. BOARD SECRETARY OR CHAIRMAN]
Bisbee Police PSPRS Local Board

DATE: 5-18-16

[Signature] City Manager
NAME, TITLE [E.G. CITY MANAGER]
CITY OF BISBEE



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APR 25 2016

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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 Representation 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.

