ALLRED LAW OFFICE, P.C.
151-B South Haskell Avenue
Willcox, AZ 85643
(520) 384-4228
Fax: (520) 384-4230

PROPOSAL COVER SHEET

FOR: LEGAL SERVICES TO CITY OF BENSON, ARIZONA

TO: OFFICE OF CITY MANAGER

DATE OF SUBMISSION: August 15, 2013

SUBMITTED BY: ALLRED LAW OFFICE, P.C.
Contact Person: Justin C. Allred

Email: jallredlaw@vtc.net

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PROPOSAL FOR PROVIDING LEGAL SERVICES AS ATTORNEY FOR THE CITY OF BENSON, ARIZONA

1. Qualifications and background experience in Arizona law.

I have been employed by Allred Law Office, P.C., fka, Calvin W. Allred, P.C. from 2002 until present. I have a general practice which includes real estate and title work including tax foreclosures, quiet title actions, boundary and easement issues, leases, contracts and agriculture-related matters. My practice also includes probate and estate planning, business entity set up and agreements, contracts and various other civil law matters. I represent a variety of entities such as corporations, both for profit and non-profit, limited liability companies and partnerships. I also represent commercial truck drivers and trucking companies in commercial drivers' license matters. A large percentage of my practice is in real estate law - transactional, title, rights of use and planning and zoning.

2. Qualifications and background experience specific to dealing with municipalities or other governmental agencies, including experience in planning, zoning and land use development.

Allred Law Office, P.C. (ALO) has consulted with municipal and county counsel and representatives on issues relating to real estate, planning and zoning, contracts, employment and conflict of interest. In the past I have served as court-appointed defense counsel in the Willcox City Magistrate Court in misdemeanor matters.

ALO has represented clients dealing with city, county and state agencies with respect to tax appeals, planning and zoning and land use development issues. Additionally this firm has represented government related and private organizations and entities such as water companies and districts, fire and hospital districts, and associations such as homeowners and cemeteries. We have also worked extensively with the Arizona State Land Department and Bureau of Land Management in regard to leases and access.

3. References.

Sean Chaffey, Broker
Willcox Real Estate
916 W. Rex Allen Drive
Willcox, AZ 85643
(520) 384-2838

Ted Dunlap, President
Dunlap Oil Company
759 S. Haskell Ave.
Willcox, AZ 85643
(520) 384-2248

Dr. Richard Rundhaug, Superintendent
Willcox Unified School District
480 N. Bisbee Avenue
Willcox, AZ 85643
(520) 384-8600

Mike Longmire, Owner	Duke Vandeyacht, Broker
Longmire Well Service	Cochise County Realty
Highway 86	149 Frontage Road
Willcox, AZ 85643	Pearce, AZ 85625
(520) 384-0816	(520) 826-3334

4. **Information regarding potential conflicts.**

ALO currently represents commercial drivers in the Cochise County Justice of the Peace Court Precinct 3, which also serves as the Benson City Magistrate Court. ALO will remove itself from any representation in the Justice of the Peace Court that would create a conflict with a position as attorney for the City of Benson. ALO does have clients who do business in Benson but is not providing any representation that is in conflict with the City of Benson and has never represented a client in litigation adverse to the City of Benson.

5. **Proposed price breakdown sheet.** See attached Exhibit A

6. **Supplementary Data to assist in evaluation.**

ALO is geographically nearby and familiar with local culture, issues and concerns. Being a sole practitioner office, the City of Benson will have the same attorney representing it at all times. Furthermore, ALO is readily available for consultation and meeting attendance as needed inasmuch as we do not handle complex litigation or serious criminal defense cases and therefore this firm is not involved in protracted legal preparation and actions in Superior or other courts, including Appellate or Federal Court.

8. **Sample contract.** See Exhibit B attached

RESUME

Personal Information: Justin C. Allred

Member: Arizona State Bar
Bar # 020340

Education:

University of Arizona college of Law
Juris Doctorate
May 2000

Northern Arizona University
BS in History, Cum Laude
December 1996

Willcox High School
May 1991

Honors and Achievements

Lifesaver Award, Volunteer Lawyers Program, 2003
Dean's Achievement Award, U of A College of Law, 1997-1998
Phi Kappa Phi National Honor Society, 1996
Golden Key National Honor Society, 1996
Eagle Scout, 1989

Professional Practice and other Employment

President, Allred Law Office, P.C., 2006 – Present
Vice-President, Allred Law Office, P.C., 2002-2006
Legal Clerk for the Honorable Roger A. Kaufman, Maricopa County Superior Court, 2001.

Professional and Public Service, Memberships and Activities

Member, Arizona State Bar of Arizona (2001 to present)
Member Willcox Rotary Club (2002 to present)
Board Member, Willcox Chamber of Commerce and Agriculture (2006-2009)
President, Willcox Chamber of Commerce and Agriculture (2008)
Graduate, Willcox Young Guns Leadership Institute (2004)
Participant, Project CENTRAL, Rural Arizona Leadership Institute (2007 to 2009)
Various roles in the Catalina Council of the Boy Scouts of America (1998 to Present)

Pro Bono legal services provided through the Volunteer Lawyers Association of Cochise County and for other indigent and/or aged clients in need of assistance.

EXHIBIT A

ALLRED LAW OFFICE, P.C.
PROPOSAL PRICE BREAKDOWN SHEET
City of Benson

MUNICIPAL LEGAL SERVICES

The undersigned representative of Allred Law Office, P.C., an Arizona professional corporation, agrees to provide services as requested based upon the following fee schedule:

A.	Retainer (40 hours per month)	$ 5,000.00
B.	Hourly billing rate in excess of Retainer hours	$ 125.00 per hour
C.	Travel time/mileage	$0.50 per mile

D. Regular and normal expenses such as mailing, photocopying, record keeping of meetings with outside persons as requested, etc. are included in the above amounts.

ALLRED LAW OFFICE, P.C.

_____
Justin C. Allred, President and authorized representative

EXHIBIT B

LEGAL SERVICES AGREEMENT

This Legal Services Agreement (the "Agreement") is made and entered into at Benson, Arizona, this _____ day of _____, 20__, by and between the CITY OF BENSON, an Arizona municipal corporation, herein after "City"; and the ALLRED LAW OFFICE, P.C., an Arizona Professional Corporation, 151-B South Haskell Avenue, Willcox, AZ 85643, hereinafter referred to as "Allred".

WITNESSETH:

WHEREAS, CITY desires to employ the services of ALLRED as attorney for the CITY OF BENSON as set forth in the City of Benson Town code, to provide services as a City Attorney, to act as a deterrent against malfeasance or dishonesty for personal gain on the part of City and to provide a just means for termination of this Agreement on the part of either or both parties; and

WHEREAS, Allred desires to act as the City Attorney for the City of Benson, Arizona;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to each other hereinbelow made and by each to be fully paid, kept and performed, the parties do hereby agree as follows:

1. GENERAL DUTIES AND OBLIGATIONS OF ALLRED

A. Allred shall perform the duties set forth under Arizona state law and in accordance with the City Code of City and as further set forth in the approved job description for the position of City Attorney, and to perform such other legally permissible and proper duties and functions appropriate for the city Attorney. Allred shall work at the direction of the Mayor and Council, and toward this end, shall work directly with the Mayor, City Manager and other City staff to protect the legal interests of City and to implement the policies set forth by the Mayor and Council of the City.

B. Allred's duties shall include (i) services of the office of the City Attorney, as an Officer of the municipal corporation, (ii) civil representation of the City, including but not

limited to open meeting issues, election issues, oversight and representation in litigation against and or on behalf of City, negotiation and preparation of contracts, and (iii) representation as the City prosecutor.

C. Allred shall be responsible for assigning particular tasks within Allred's firm, however, in the event City is dissatisfied with the services of any particular personnel of Allred, staff shall be reassigned to the satisfaction of City.

D. City acknowledges that there are certain areas of law which are not practiced by Allred, and City agrees that this work will be contracted to other attorneys or law firms. These areas include any area which Allred decides, in its sole and absolute discretion, should be undertaken by another attorney. Allred is not responsible for the performance of due diligence.

2. GENERAL DUTIES AND OBLIGATIONS OF CITY

A. City agrees to compensate Allred for services rendered, as set forth on Exhibit A attached hereto and incorporated herein by reference, within fifteen (15) days of receipt of an invoice or other notice of payment due.

B. City agrees that it will be candid and cooperative with Allred, provide Allred with factual information and documents relating to the matters Allred is handling for City, keep Allred informed of developments, be available to confer with Allred as necessary, and make decisions as required to assist Allred in the progress of its representation. If City has questions or concerns about Allred's work or bills, City will bring them to the attention of Allred promptly so that they may be addressed promptly.

3. TERM

The term of this Agreement is for one year, beginning _____, 2013 and ending on _____, 2014, (the "Term"), unless earlier terminated as provided herein.

4. REMUNERATION

A. In consideration of Allred providing legal services as set forth herein, City shall pay to Allred, within fifteen (15) days of receipt of invoice or billing for such charges, compensation as set forth on Exhibit A attached hereto.

B. City acknowledges that the fees set forth in this Agreement are well below Allred's usual and customary rates for service, and such, agrees that any services undertaken by Allred on behalf of City, which will be paid by an outside source, such as an applicant for annexation or a community facilities district, and the like, shall be billed at Allred's usual and customary rates, in the event said fees are not paid by the outside source.

C. The cost of travel will be billed at the relevant rate, unless travel time is utilized for another activity (such as mobile telephone conferences), in which case City will not be charged for travel time.

D. Out-of-pocket costs and other reasonable costs and expenses that Allred incurs in connection with the representation of City shall be billed to City. Such costs include, but are not limited to, charges for telephone calls, postage, facsimile transmissions, messengers, overnight deliveries, photocopying (twenty cents per page), computerized data base retrieval (e.g., Lexis or Westlaw, $50.00 per hour), travel expenses of Allred and paralegal, fees charged by governmental agencies and courts, expert witness fees, and by outside retained services such as process servers, court and deposition reporting and transcription services and investigation services.

5. INDEPENDENT CONTRACTOR STATUS The parties stipulate and agree that Allred is not an employee of City and shall not be entitled to receive any of the fringe benefits associated with employment, and will not be subject to the merit system rules and regulations. Allred is performing its duties hereunder as an "Independent Contractor", supplying its own employees, maintaining its own insurance, deciding on work priorities and scheduling, and handling all of its own internal accounting. Allred is responsible for payment of all federal, state and local taxes associated with the compensation received by Allred from City. City in no way controls, directs or has any direct responsibility for the actions of ALLRED herein.

6. CONFLICT OF INTEREST WAIVER

A. Allred is a well-established law firm in Willcox, Arizona, and represents several companies and individuals. It is possible that some of Allred's present or future clients will have transactions or disputes with City during the term of this Agreement that are unrelated to the work Allred is handling for City. Therefore, as a condition to Allred undertaking this matter for City, City agrees that Allred may continue to represent existing or new clients in any matter that is not substantially related to Allred's work for City, even if the interests of such clients in those other matters are directly adverse to City's. Allred agrees, however, that City's prospective consent to such conflicting representation shall not apply in any situation where as a result of Allred's representation of City, Allred has obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client, could be used in any way by such client to City's material disadvantage.

B. Allred occasionally has clients that are law firms, or may be represented by another firm in an unrelated matter. City understands that Allred does not believe such relationship creates any conflicts, even if such a firm also represents an entity whose interests are opposed to City in either a litigation or transactional setting. If, however City would have any concerns about whether such a relationship exists between Allred and the law firm that represents a client whose interests are adverse to City's in connection with this representation, City may ask Allred whether there is any such relationship, and Allred will attempt to address City's concerns. Otherwise, it is agreed that Allred may represent, or be represented by, lawyers or law firms that also represent clients whose interests are adverse to City's.

GENERAL PROVISIONS

INDEMNIFICATION/INSURANCE. City shall defend, hold harmless and indemnify Allred against any tort, claim or demand or other action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and in the performance of Allred's duties as City Attorney. Indemnification shall not extend to any acts or omissions occurring outside of

Allred's duties or the scope of his relationship as contract City Attorney. Allred shall maintain, for the term of the Agreement, errors and omissions insurance of at least One Million Dollars ($1,000,000.00).

EXECUTION OF ADDITIONAL INSTRUMENTS. Each party agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations and to carry out the intent of this Agreement.

NOTICES. Notice shall be effectively given when (i) served personally, on the day it is delivered, or (ii) forwarded by registered or certified mail, on the day the postal receipt is acknowledged by the receiving party.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of Arizona.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

FACSIMILE. A facsimile of this Agreement shall be as effective as an original and to the extent necessary this document shall operate as escrow instructions to the title company.

AMENDMENTS AND MODIFICATIONS. This Agreement may only be modified, amended or supplemented by mutual written agreement of the parties.

ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties in respect of the subject matter hereof and supersedes all prior negotiations between, or documents executed by the parties hereto.

CONTRACTUAL. The terms of this Agreement are contractual and not merely a recital.

ATTORNEY'S FEES AND COSTS: Should suit be brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all fees, charges, costs and expenses including reasonable attorney's fees assessed by the court.

ARBITRATION. If any differences shall arise between or among the parties as to their rights or liabilities under this Agreement or any under instrument made in furtherance of the transaction, the difference shall be determined and the dispute shall be settled by each side of the dispute selecting an individual to act as arbitrator mutually agreeable to the parties, with the decision of said arbitrator to be considered as a final decision as to the contents and interpretation of the instrument or dispute and as to the proper mode of carrying into effect the provisions of said contract or resolution of the dispute.

SEVERABILITY. In the event any provision hereof or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion or any provision, or any other provision hereof, as each provision of this Agreement shall be deemed to severable from all other provisions hereof.

CAPTIONS. Captions at the beginning of the paragraphs of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms or provisions hereof.

BINDING CLAUSE. This Agreement and each of the covenants and conditions contained herein shall be binding up and inure to the benefit of the parties hereto, their respective heirs, personal representatives, and assigns.

The parties hereto set their hand on the day and year first above written.

ALLRED LAW OFFICE, P.C.

_____

By Justin C. Allred, President

CITY OF BENSON

_____

By: _____
Its: _____

ATTEST:

_____

City of Benson, Clerk