PROPOSAL FOR CITY OF BENSON

LEGAL SERVICES

Prepared for City Clerk's Office

Submitted By:

Udall Law Firm, LLP

By: John Brady

4801 E. Broadway Blvd., Suite 400

Tucson, Arizona 85711

(520) 623-4353

Dated: August 15, 2013

UDALL LAW FIRM LLP

D.B. UDALL
JOHN J. BRADY
PETER AKMAJIAN
LORI A. PETERSEN
THOMAS A. LANGAN
LAWRENCE S. ROLLIN ‡
MICHELE G. THOMPSON
MELISSA NOSHAY PETRO
MARC CULLEN GOLDSEN
JEANNA CHANDLER NASH
THOMAS D. LAUE ‡‡
ERIN E. BYRNES ‡‡‡
JANET HONG LINTON
AMY S. CHAPMAN
ELIZABETH WOLNICK MILLER

TUCSON OFFICE
4801 EAST BROADWAY BOULEVARD, SUITE 400
TUCSON, ARIZONA 85711-3638
T 520.623.4353
F 520.792.3426

PHOENIX OFFICE
4600 EAST WASHINGTON STREET SUITE 300
PHOENIX, ARIZONA 85034-1908
T 602.606.2111
F 520.792.3426

WWW.UDALLLAW.COM

OF COUNSEL

ARTHUR B. ALEXANDER ‡‡‡‡
LILIA G. ALCARAZ ‡‡‡‡
RONALD TOCCHINI ‡‡‡‡‡

‡ALSO LICENSED IN IL
‡‡ ALSO LICENSED IN WY & IL
‡‡‡ ALSO LICENSED IN OK
‡‡‡‡ ALSO LICENSED IN CA
‡‡‡‡‡ ALSO LICENSED IN CA, OR & WA

August 12, 2013

John J. Brady
520.623.4353
Jbrady@udalllaw.com

Client Matter No.

City Clerk's Office
City of Benson
120 W. 6th Street
Benson, Arizona 85602

Re: Proposal For Municipal Legal Services

Dear Madam or Sir:

Enclosed for your review is our bid for legal services. I am able to confirm at this time we have no conflicts of interest. If you have any questions or need any additional information, please do not hesitate to contact me.

Thank you for your consideration.

Sincerely,

UDALL LAW FIRM, LLP

John J. Brady

JJB/dh
Enclosures

UDALL LAW FIRM, LLP

RESPONSE TO
CITY OF BENSON
REQUEST FOR PROPOSALS (RFP)

TABLE OF CONTENTS

Qualifications and Background Experience.....D thru H

Assigned Principal Attorney.....I

Attorney Resumes.....J

References.....K

Potential Conflicts.....L

Proposed Price Breakdown.....M

Possible Additional Expenses.....N

Sample Contract for Professional Services .....O

UDALL LAW FIRM LLP

RESPONSE TO
REQUEST FOR PROPOSALS (RFP)

3. SUBMITTAL REQUIREMENTS - D thru H :

For 60 years, Udall Law Firm has proudly served Tucson and its surrounding community. Today, as the oldest and one of the largest law firms in Tucson, we are committed to meeting the wide-ranging needs of our clients and take tremendous pride in our record of achievement and the personal, responsive service that we're able to offer.

Litigation
Our litigators have extensive experience and are well equipped to take an aggressive approach to resolve any dispute on behalf of our clients. Our commitment to our clients is reflected in the longstanding nature of many of our client relationships. With experience in all courts, we are dedicated to providing timely, legal expertise and sound judgment.

Corporate & Business
Our business attorneys represent clients across all business types, of all sizes, including: entity formation, lease agreements, purchase/sale agreements, employment and immigration matters, real estate transactions, non-profit business issues, wills, estate, trust, conservatorships and probates.

Real Estate
Our real estate and land use attorneys represent owners and developers in the acquisition, development, financing and sale of residential and commercial projects and in all aspects of land use and environmental permitting and compliance. In serving our clients, we proactively identify issues before they become problems. But if problems cannot be avoided, we have the right mix of resources to solve them.

Our Clients
Udall Law Firm is proud to serve a broad range of clients, from representing individuals in personal legal matters, to business and corporate clients in complex litigation and transactional matters.

Here are some of the business and corporate clients that we are proud to serve:

- Arizona Electric Power Cooperative
- Arizona Land and Water Trust
- Auto-Owners Insurance
- Aztec Flooring
- Brake Masters
- Canyon Building and Design
- Castro Electric
- Central Insurance
- CNA Insurance
- Chubb Group of Insurance Cos
- Cope Community Services
- Costco Wholesale
- Domino's Pizza
- Eagle Rock Construction
- Farmers Insurance Group
- Intercare Insurance Services
- Jewish Family and Children's Services
- Lawyer's Protector Plan
- Medical Protective Group
- MICA
- Metro Restaurants
- NAS Insurance
- NCMIC
- Philadelphia Insurance Companies
- ProAssurance Companies
- San Juan Southern Paiute Tribe
- Sedgwick Claims Management
- Southern Arizona Family Services
- State Farm Mutual Insurance Co.
- State of Arizona
- Town of Marana
- Tucson Electric Power Co. / Unisource Energy
- Tucson Flooring Concepts
- Tucson Medical Center
- United Cerebral Palsy of Southern Arizona
- United Fire Equipment Company
- University Physicians Healthcare
- Vistoso Partners
- Wilshire Insurance Company
- Western World Insurance

UDALL LAW FIRM LLP

RESPONSE TO
CITY OF BENSON
REQUEST FOR PROPOSALS (RFP)

3. SUBMITTAL REQUIREMENTS - D thru H:

PRACTICE AREAS

Udall Law Firm, LLP has established itself as a leading provider of legal services. From medical malpractice and labor law to product liability and real estate law, our attorneys take tremendous pride in our record of achievement and our personal and responsive service. For many years the Firm has represented a wide variety of corporations, government entities, individuals, and insurance carriers in all courts. When looking for a law firm you can trust, Udall is ready to offer our depth of experience, enduring values and strong character to meet your legal challenges.

Appellate Practice
Business and Commercial Litigation
Construction Law
Criminal Defense
Domestic Relations
Employment Law
ERISA/Employee Benefits
Health Care Law
Immigration Law
Insurance Litigation
Municipal
Product Liability
Professional Liability-Licensing Matters
Public Entity
Transactional-Business Law

UDALL LAW FIRM LLP

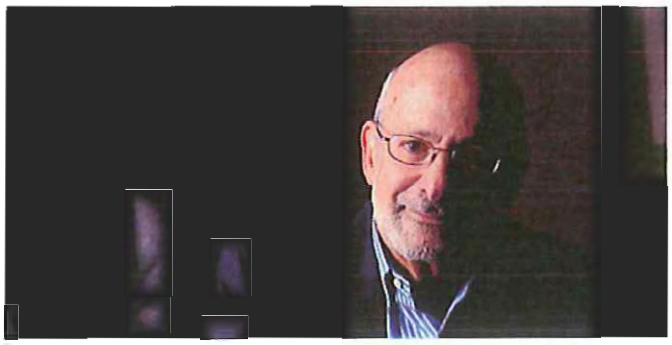
RESPONSE TO
CITY OF BENSON
REQUEST FOR PROPOSALS (RFP)

3. SUBMITTAL REQUIREMENTS – I:

PRINCIPAL ATTORNEY

John J. Brady is a former Assistant City Attorney with the City of Tucson, primarily responsible for all real estate and transportation issues, but also involved with land use and zoning issues. He drafted numerous ordinances for the municipality and county, in connection with his work as well as advised the city manager and various city boards. He also defended the city in a number of litigation matters. The firm currently has a contract with the city to represent it as outside counsel as needed. The firm has also previously represented the Town of Marana, The Town of Oro Valley and the City of Benson in a variety of matters. We also have represented Pima County as well as the State of Arizona.

ARTHUR B. ALEXANDER



Arthur B. Alexander – Of Counsel
Practice Areas:
- Domestic Relations

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Arthur B. Alexander has practiced law for over 40 years in Arizona and California in the area of domestic relations, including marriage dissolution, legal separation and annulment, child custody and support, paternity, spousal maintenance (alimony) and division of assets. Prior to joining Udall Law Firm, he served the Southern Arizona community for over 20 years as a sole practitioner. Mr. Alexander is a Volunteer Arbitrator for the Pima County Superior Court and has served as a Domestic Relations Judge Pro Tempore for Pima County.

Representative Matters

- Represents clients with matters related to marriage dissolution, legal separation and annulment, including the initial establishment of: custody, parenting time (visitation), spousal maintenance, and child support as well as the division of assets and/or debts.
- Cases also include issues of custodial parent's leaving the jurisdiction, Grandparent's Visitation Rights, enforcement and/or contempt of already established Orders, establishment of Paternity and Orders of Protection, and preparation of Pre and Post Nuptial Agreements.

Education

- Southwestern University School of Law (J.D., 1966)
- University of California at Los Angeles

Court Admissions

- Arizona State Courts
- U.S. District Court of Arizona
- California State Courts
- U.S. District Court, Central District of California
- U.S. Ninth Circuit Court of Appeals
- U.S. Supreme Court

Memberships

- State Bar of Arizona, Family Law Section
- State Bar of Arizona, Sole Practitioner's Section
- Pima County Bar Association, Family Law Section

Community Involvement

- Volunteer Lawyers Program
- Volunteer Arbitrator, Pima County Superior Court

Share this:

PETER AKMAJIAN

PETER AKMAJIAN – Partner

Practice Areas:

- Medical & Legal Malpractice
- Commercial Litigation
- Insurance Law
- Product Liability
- Domestic Relations
- Employment Law

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Peter Akmajian is a trial lawyer with a practice focus of medical malpractice, legal malpractice, legal ethics, product liability as well as commercial litigation, insurance litigation, employment law and family law. Certified since 1998 by the State Bar of Arizona as a Specialist in the area of personal injury and wrongful death, Mr. Akmajian has tried approximately 40 jury trials to verdict. He is a Fellow of the American College of Trial Lawyers, a Fellow of the International Society of Barristers, a member of the American Board of Trial Advocates, a member of the International Association of Defense Counsel, and a member of the Defense Research Institute. Mr. Akmajian is honored to have served as a judicial law clerk for Vice-Chief Justice Frank X. Gordon of the Arizona Supreme Court, from 1984 – 1985. He serves as a lawyer representative to the Ninth Circuit Judicial Conference and is listed in Best Lawyers of America and Super Lawyers. Mr. Akmajian graduated from the University of Arizona for both undergraduate and law school (B.A., with distinction 1980) (J.D., with distinction 1984).

Representative Matters

- Successfully defended a lawyer in the trial of a malpractice claim asserting $13 million in damages.
- Defended and tried numerous medical malpractice cases to verdict, including claims in the areas of ER medicine, radiology, dermatology, cardiology, neurosurgery, ophthalmology, obstetrics and gynecology, family practice and critical care medicine.
- Handled numerous commercial disputes, including the areas of commercial defamation, trademark and intellectual property and breach of contract.
- Handled and tried numerous personal injury cases, including defending Costco on its Southern Arizona cases.
- Tried and handled employment disputes for both employees and employers.

Education & Experience

- University of Arizona College of Law (J.D., with distinction, 1984)
- University of Arizona (B.A., with distinction, 1980)
- Arizona Law Review (1983 – 1984)

Publications

- *The Case for and Against the "Case Within the Case,"* Professional Liability Defense Quarterly (Winter 2011) (coauthored with Janet Linton).
- *Legal Complications of Percutaneous Coronary Procedures, in* Complications of Percutaneous Coronary Interventions, pg. 132 (Samuel M. Butman ed., Springer-Verlag 2005)
- *Cross-Examination of the Expert Witness on Personal Practices*, Arizona Association of Defense Counsel Newsletter, May 2005.
- *A Fair and Balanced Look at Tort Reform*, For the Defense, Vol. 46, No. 11 (Int'l Ass'n of Ins. Couns. Def. Res. Inst., Chicago, IL) (2004).
- *Working with the Physician Client*, For The Defense, Vol. 45, No. 10 (Int'l Ass'n of Ins. Couns. Def. Res. Inst., Chicago, IL) (2003).
- *Jury Reform is Here*, State Bar Trial Section Newsletter (1995) and The Digest (Arizona Paralegal Association) (1996).
- Case note, *Counsel Misconduct in Arizona: A New Factor to Consider on Appellate Review*, 25 Ariz. L. Rev. 505 (1983).
- Note, *Group Insurance Brochures and Certificates and the Demise of the Master Policy*, 25 Ariz. L. Rev. 975 (1983).

Published Decisions

- *Glaze v. Larsen*, 203 Ariz. 399, 55 P.3d 93 (2002): Legal malpractice/statute of limitations.
- *Allstate Insurance Co. v. Universal Underwriters*, 199 Ariz. 261, 17 P.3d 106 (2000): Primary/excess liability between carriers.
- *Giles v. Hill Lewis Marce*, 195 Ariz. 358, 988 P.2d 143 (1999): Abuse of process litigation.
- *Hartford Accident & Indemnity Co. v. Aetna Casualty and Surety*, 164 Ariz. 286, 792 P.2d 749 (1990): Subrogation rights between primary and excess carriers.
- *Twin City Fire Insurance Co. v. Superior Court*, 164 Ariz. 295, 792 P.2d 758 (1990): Companion case with *Hartford v. Aetna*.

Court Admissions

- Arizona State Courts
- U.S. District Court of Arizona
- U.S. Ninth Circuit Court of Appeals

Memberships

- Professional Liability Defense Federation, Vice President
- State Bar of Arizona, Personal Injury Advisory Commission, Chair
- State Bar of Arizona,Trial Section, past Chairman
- Tucson Defense Bar, past President
- Pima County Bar Association, past President
- Arizona Association of Defense Counsel
- Fellow of American College of Trial Lawyers, State Committee

- Defense Research Institute, Medical Liability Committee
- Fellow of International Society of Barristers
- American Board of Trial Advocates, past Chapter President
- International Association of Defense Counsel

Community Involvement

- Southern Arizona Legal Aid, Fourteen years of volunteer service, past Board President
- Triangle Y Ranch Camp, Board Member

Share this:

LILIA G. ALCARAZ

LILIA G. ALCARAZ – Of Counsel
Practice Areas:
- Immigration & Consular Law
- Business Law

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Lilia Alcaraz concentrates her professional practice in immigration and international tax law. She advises multijurisdictional companies with projects involving investor visas, transfer pricing, key employee relocation planning, and complex tax projects. Ms. Alcaraz also regularly assists foreign investors who seek start-up assistance in U.S. markets, and she counsels domestic firms that need assistance with immigration compliance issues. She has extensively argued diplomatic asylum, Hague Convention, Convention Against Torture (CAT), and other cases before U.S. immigration courts, the Board of Immigration Appeals, and several federal circuit courts. She has also successfully negotiated private diplomatic agreements for her clients with several foreign sovereign nations in Latin America and the European Union.

Ms. Alcaraz read law at Arizona State University (ASU) after taking undergraduate degrees in psychology and Spanish at The University of Arizona. She finished advanced training in civil law at the Sorbonne in Paris (Université Paris I Panthéon-Sorbonne), and she later earned a post-graduate degree in tax (LL.M.) at the University of Denver in Colorado.

Primary Practice Area: Global Immigration (federal courts and consular affairs)
Secondary Practice Area: Business and Commerce (international tax)
Industries Served: Fashion Design, Information Technology, and Health Care

Education

- University of Denver, Sturm College of Law (LL.M., Tax, 2002)
- Arizona State University (J.D., 2001)
- University of Arizona (B.A., Psychology, 1997)

Presentations

- *Comparing Modern Limited Liability Entities*, National Business Institute, 2010 (with Ronald J. Tocchini).
- *Advanced Estate Planning and Asset Protection Techniques*, National Business Institute, 2006 (with Alan R. Eber, LL.M. and Ronald J. Tocchini).

Court Admissions

- Arizona State Courts
- California State Courts
- U.S. Tax Court
- U.S. Board of Immigration Appeals
- U.S. Ninth Circuit Court of Appeals
- U.S. Supreme Court

Share this:

[illegible] Udall Law Firm LLP. All Rights Reserved. [illegible]

JOHN J. BRADY

JOHN J. BRADY – Partner
Practice Areas:
- Commercial Transactions
- General Contract
- Land Law

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

John J. Brady has an active practice in commercial transactions and real estate matters. For over 25 years, as an attorney John has worked with businesses and landowners handling matters ranging from the purchase and sale of both improved and unimproved real estate, to general contract and commercial work, including formation of business entities and advising business clients. In addition, John represents landowners in varying aspects of land use law including development, government regulation, planning, zoning petitions, variance requests, and Special Land Use Applications.

Throughout his career John has represented both property owners as well as contractors before the Arizona Registrar of Contractors, handling litigation for such parties in court. John has tried numerous lawsuits involving commercial and real property disputes as well as defending numerous attorneys, accountants, and real estate agents and brokers in malpractice claims.

Representative Matters

- Seller's counsel for various office, retail and vacant land transactions.
- Landlord's counsel for leasing activities of office and commercial development.
- Buyer's counsel for various multimillion-dollar offices, retail, industrial and residential developments, including the financing thereof, in the State of Arizona.
- Tenant's counsel for leasing of offices & commercial projects.
- General counsel to exempt organizations.
- Borrower's counsel to G & T Cooperative Electric Company in obtaining financing from the U.S. Government, as well as other sources.

Education

- University of Arizona College of Law (J.D., 1980)
- University of Arizona (B.S.B.A., 1977)

Court Admissions

- Arizona State Courts
- U.S. District Court of Arizona
- U.S. Tax Court
- U.S. Ninth Circuit Court of Appeals
- U.S. Supreme Court

Membership

- State Bar of Arizona
- Pima County Bar Association
- State Bar Fee Arbitration Committee

Community Involvement

- State Bar of Arizona, Lecturer
- Gabriel's Angels, Treasurer (2010 – present)
- Tucson Arizona Boys Chorus, Board of Directors (1999 – present), Vice President of Board (2001 – 2002)
- Reachout, Inc., Board of Directors (1982 – present)
- Tucson Old Pueblo Credit Union, Board of Directors (2002 – present), Vice President of Board (2003 – 2004)
- Active in church and related organizations
- St. Thomas More Society, Member

Share this:

ERIN E. BYRNES

ERIN E. Byrnes – Partner
Practice Areas:
- Employment Law
- Indian Law
- Government Liability
- Education Law

Email Me
Phone: 602.606.2111
Fax: 520.792.3426

Practice Focus & Experience

Erin E. Byrnes is an attorney whose practice focuses on employment law, government liability defense, Indian law, and education law. In the employment context, Ms. Byrnes has represented both private and public entity clients in cases involving virtually all major federal and state employment laws. Ms. Byrnes' employment law work runs the gamut from advising clients on day-to-day human resources issues to representing employers before various administrative agencies including the ACRD, EEOC, ADOSH and the NLRB. She has also defended employers in tribal, state, and federal courts. Ms. Byrnes also maintains an active government liability practice defending public entities and their employees in employment, civil rights and other cases. Additionally, Ms. Byrnes has unique experience in the area of Indian law, working with tribes, their employees, insurance companies and others who have claims involving tribal nations and/or land. She has successfully defended individuals in wrongful death claims in tribal court, tribal officials in election matters, individual tribal communities in governmental disputes, and employers against employees who have filed claims under tribal-specific employment preference laws. Finally, Ms. Byrnes' education law experience includes serving as general counsel for several tribal grant schools in many Native communities in Arizona, as well as working with public school districts and secondary educational institutions throughout Arizona. Her experience with educational institutions includes work on budgets, general education issues, along with student discipline and general human resources management.

Representative Matters

- Defended Arizona business owner with several locations in metro Phoenix in investigation by Department of Labor relating to classification of employees and various wage and hour issues – saved employer approximately $500,000.00 in alleged compensation due to current and former employees.
- Obtained defense verdict after just 45 minutes of jury deliberation on behalf of county sheriff in religious discrimination case after dispensing of First Amendment, due process violation and retaliation claims on summary judgment.
- Defended gaming enterprise's executive director in Title VII sexual harassment and wrongful termination matter.
- Represented grant school as general counsel since 2004.
- Secured judgment in favor of tribal police officers on negligence claims in catastrophic injury case and prevailed on appeal.

- Favorably settled ADA claims against community college filed by deaf student.
- Successfully obtained dismissal of §1983 and ADA lawsuit against county and sheriff challenging the treatment of mentally ill inmate.
- Obtained summary judgment on behalf of government entity in case involving constitutional challenge to Arizona's first stormwater utility.

Education & Experience

- University of Arizona College of Law (J.D. 1999) (Dean's List 1996, 1997, 1999)
- Arizona Law Review – Executive Note Editor (1998-99), Writer (1997-98)
- Kalamazoo College (B.A. 1995)

Select Publications

- *Limit Your Exposure: Critical Components of Harassment Policies and Internal Investigations*, 54 No. 8 DRI for Def 33 (August 2012)
- Public Employer Damage Control: Critical Components of Harassment Procedures, and Conducting Internal Investigations to Limit Liability, IMLA Newsletter (July/August 2012)
- Supreme Court Increases the Severity of Limits on Tribal Court Jurisdiction Over Non-Indian and Nonmember Defendants, JS&H Reporter (Fall 2008)
- Unmasking White Privilege to Expose the Fallacy of White Innocence: Using a Theory of Moral Correlativity to Make the Case for Affirmative Action Programs in Education, 41 ARIZ. L. REV. 535 (1999)

Select Presentations

- *Top Ten Hot Issues in Employment Law* - National Sheriff's Association Annual Conference – June 2013
- *Tough Indian Law Issues to Address In Conducting Intergovernmental Business with Tribes* - Arizona County Risk Insurance Pool Public Practice Seminar – May 2013
- *Ready, Aim…**Don't Fire!*** - AZ PRIMA Quarterly Meeting – October 2012
- *The Good, The Bad, The Ugly: Garrity, Discipline and Terminations* - Utah Sheriff's Association Annual Conference – September 2012
- *The Tangled Web: The Nightmare of Internet Use In (and Out) of the Workplace* - AZ RIMS – May 2012
- *Managing Employment Hazards to Minimize Risk and Liability* - Utah Sheriff's Association Legal Conference – March 2012
- *With the Click of a Mouse – From Surfing the Web to a Lawsuit* - AZ PRIMA Summer Education Series – August 2011
- *Using ADR, MOUs and IGAs to Lessen Anxiety in Working with Tribes* - Arizona County Risk Insurance Pool Public Practice Seminar – Summer 2009

Court Admissions

- Arizona State Courts
- Oklahoma State Courts

- Arizona Federal District Court
- Oklahoma Federal District Court
- Ninth Circuit Court of Appeals
- Tribal Courts: Gila River Indian Community, Hopi, Navajo, Pasqua Yaqui, Quechan, Tohono O' odham, and White Mountain Apache

Memberships

- Arizona State Bar – Indian Law Section – Chair (2013-14)
- DRI-Government Liability and Employment Law Committee; Government Liability Sterring Committee, Publications Co-Chair, Conference Planning Committee
- Arizona Association of Defense Counsel
- Arizona Women Lawyers Association

Community Involvement

- Coconino Teen Court Coordinator

Share this:

AMY S. CHAPMAN

AMY S. CHAPMAN – Associate
Practice Areas:
- Criminal Defense
- Commercial Litigation
- Health Care Law
- Professional Liability

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Amy S. Chapman practices in the areas of civil litigation, professional malpractice and criminal defense. Prior to joining Udall Law Firm, Amy worked as an assistant public defender at the Pima County Public Defender's Office.

Education & Experience

- Law Clerk to The Hon. Nanette Warner, Arizona Superior Court, Pima County (2007 – 2008)
- University of Arizona, James E. Rogers College of Law (J.D., 2007)
- Judge Mary Anne Richey Scholarship Recipient
- Williams College (B.A., 1985)
- Certificat pratique de langue française (1er degré, 1984)

Court Admission

- Arizona State Courts

Membership

- State Bar of Arizona
- Pima County Bar Association

Community Involvement

- American Inn of Court – Morris K. Udall Chapter

Share this:

MARC CULLEN GOLDSEN

MARC CULLEN GOLDSEN – Partner
Practice Areas:
- Real Estate
- Business Transactions
- ERISA / Employee Benefits
- Indian Law
- Construction Law
- Water Law

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Marc Cullen Goldsen practices in the areas of Indian law, real estate and construction law, environmental law, ERISA, pensions, executive compensation, labor and employment law and business and corporate law. Marc has worked with a broad range of clients, including government entities, commercial and residential developers, landowners, contractors, subcontractors, architectural and engineering firms, sureties, insurance companies, community associations, homeowners and businesses of all varieties and sizes. Before joining Udall Law Firm, LLP, Marc was a Senior Associate with a prominent Scottsdale, Arizona law firm and served as Deputy General Counsel for the Salt River Pima-Maricopa Indian Community and Senior Assistant General Counsel for the Gila River Indian Community. Marc is a Past Chair of the Arizona State Bar Construction Law Section, where he served on the Executive Council for eight years. Marc was the subject of biography in the 2005 – 2006 edition of Marquis' Who's Who in American Law and the 2008 – 2009 edition of Cambridge's Who's Who Among Executives and Professionals.

Representative Matters

- Provides ERISA and related tax and executive compensation statutory and regulatory compliance advice to business and government clients.
- Outside construction, economic development, environmental and natural resources, gaming, land and water rights counsel to various federally-recognized Indian communities.
- Represents developers in connection with residential and commercial developments on Indian Reservations, Arizona State Trust Lands and private lands valued from $10,000 to $400 million.
- Represents landowners, homeowners, community associations and developers in connection with disputes concerning alleged violations of zoning ordinances, community master plans, CC & R's and community design guidelines. Such representation has included a recent victory, on behalf of a developer, in a Special Action instituted by a community association and master developer to challenge the approval of certain zoning variances.
- Represents buyers, sellers, lenders, borrowers and guarantors in connection with purchases and sales of real property and business assets ranging in value from under $50,000 to over $50 million and the financing of such transactions.

- Represented various government entities in negotiations concerning the location of major freeways, partnership arrangements for river restoration projects, boundary and right-of-way disputes and water allocation questions.
- Represented businesses in the purchase, sale, operation and maintenance, construction and repair of multi-million dollar hotels in the Phoenix Metropolitan Area, San Francisco Bay Area and Sedona.
- Served as primary in-house counsel to Arizona Indian communities in the following areas: Business Enterprise, Construction, Cultural Resources, Economic Development, Education, Engineering & Construction, Environmental, Finance & Investment, Gaming, Government Contracts, Housing, Human Resources (including Personnel, employee benefits and other Labor and Employment matters), Insurance, Inter-governmental Relations, Land and Water Rights, Land Use, Public Works, Regulatory Development and Enforcement, Tax, Transportation and Zoning.
- As outside counsel, facilitated settlement of a long-standing election and leadership dispute, which preserved an Indian sovereign's Federal recognition and funding, and which will allow the Indian sovereign to move forward with self-governance to provide programs and benefits for its members.
- As in-house counsel to an Arizona Indian community, provided legal representation in relation to the construction of a $400 million casino hotel and convention center complex.
- Developed comprehensive environmental management programs as in-house counsel for two different Arizona Indian communities.
- As in-house counsel to Arizona Indian communities, provided legal representation in relation to the construction of two multi-million dollar government administrative complexes.
- As in-house counsel to an Arizona Indian community, coordinated the drafting of a water delivery and use code to implement the 2004 Arizona Water Settlements Act.
- As in-house counsel to an Arizona Indian community, provided legal representation in connection with the design and construction of a proposed $1.4 billion, 2,400-mile water conveyance system to deliver water allocated under the 2004 Arizona Water Settlements Act.
- As in-house counsel to an Arizona Indian community, provided legal representation in connection with the completion of construction, and negotiated and drafted the Charter and Curation Agreement for the operation and maintenance, of the Huhugam Heritage Center.
- As in-house counsel to an Arizona Indian community, coordinated and drafted private letter ruling request, that resulted in favorable determination by the IRS regarding taxation of Indian housing benefits.

Education

- University of Arizona, James E. Rogers College of Law (LL.M., Indigenous Peoples Law and Policy, 2006)
- University of Arizona, James E. Rogers College of Law (J.D., 1999)
- Arizona Law Review (1997 – 1999)
- University of California at Berkeley (B.A., with Distinction, 1997)

Publications & Presentations

- *Public Contracts and Procurement Regulations in Arizona*, Lorman Education Services Continuing Legal Education, Phoenix and Tucson, AZ, October 25, 2007, October 15, 2008, October 28, 2008 and October

7, 2010, (Member of Faculty).

- *Indian Water Rights Under the Arizona Water Settlements Act,* Lorman Education Services Continuing Legal Education, Tucson, Arizona, January 28, 2009, July 15, 2010 and January 13, 2012, (Member of Faculty).
- *Commercial Development in Indian Country*, Arizona Commercial Real Estate Magazine, Annual Real Estate Outlook, (March 2007) (Guest Columnist).
- *Per D.C. Circuit, IGRA Has Its Limits…For Now*, The Arrow (Arizona State Bar Indian Law Section), Fall 2006.
- *So Don't Sue Me: Ameliorating the Fear Factor in Indian Economic Development Through Dispute Resolution and Limitation of Liability Provisions.* Third Annual New Voices in Indigenous Research Conference, University of California at Berkeley (March 2005) (Lecturer).
- *The Public Policy Obstacle to Regulatory Exclusions and Termination Upon Takeover Provisions as Defenses to Fidelity Bond Coverage*, International Association of Defense Counsel Fidelity and Surety Newsletter, June 2001 (Co-Author).
- *What Claims are Available to the Contractor on a Problem Job and How the Contractor Should Substantiate the Claims*, Lorman Education Services Continuing Legal Education Seminar, Phoenix, AZ (2000 – 2003) (Contributor).

Court Admissions

- Arizona State Courts
- Pascua Yaqui Tribal Court
- U.S. District Court of Arizona

Memberships

- State Bar of Arizona, Construction Law Section, former Chair, Chair-Elect, Budget Officer, Secretary and Executive Council Member-at-Large
- State Bar of Arizona, Indian Law Section
- Maricopa County Bar Association
- Pima County Bar Association
- American Bar Association, Forum on the Construction Industry
- American Bar Association, Environment, Energy and Resources Section
- Colorado River Water Users Association
- Western Resource Lawyers Colloquium
- Federal Bar Association, Phoenix Chapter, Board Member

Community Involvement

- The Hearth Foundation, Pro Bono Legal Counsel
- SNAP Foundation, Pro Bono Legal Counsel
- Tucson Challenger Baseball League, Coach
- Congregation Anshei Israel, Member of Board of Trustees
- Autism Society of Arizona

- Tucson Alliance for Autism
- Southern Arizona AIDS Foundation
- Arizona Hillel Foundation
- Tucson and Phoenix Area Synagogues, Religious Educator
- High School Debate Coach and Speech and Debate Judge, Volunteer
- Noah's Ark Animal Rescue, Pro Bono Legal Counsel

Share this:

THOMAS A. LANGAN

THOMAS A. LANGAN – Partner
Practice Areas:
- Insurance Defense
- Professional Malpractice
- Personal Injury Cases Involving Catastrophic Injury

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Thomas Langan, commonly known as Tony, is a trial lawyer who has been with the firm since 1999. The focus of his practice is medical malpractice defense, plaintiff's personal injury and professional liability. Tony has represented doctors, lawyers, physical therapists, nurses, dentists and attorneys in trial court and before regulatory agencies. As a plaintiff's attorney, Tony has obtained verdicts and settlements in excess of $5 million during the past six years. Tony annually conducts trial and evidence seminars for the State Bar of Arizona. Prior to joining the Udall Law Firm, Tony practiced in Phoenix for approximately 10 years as a partner and associate with Gallagher & Kennedy.

Representative Matters

- Currently representing health care providers in medical malpractice litigation.
- Obtained eight defense verdicts in first nine cases tried.
- Obtained a defense verdict for major retailer in textile flammability case.
- Arbitrated over 70 cases.
- Obtained a $1.56 million verdict judgment in plaintiff's excessive force case.
- Obtained plaintiff's verdicts or settlements in excess of $5 million during the past six years.

Education

- Temple University School of Law (J.D., 1990)
- University of Pennsylvania (B.A., 1985)

Court Admissions

- Arizona State Courts
- U.S. District Court of Arizona

Memberships

- State Bar of Arizona
- Tucson Defense Bar

- Pima County Bar Association
- Arizona Association of Defense Counsel
- State Bar Civil Procedure Committee, former Member

Community Involvement

- National Football Foundation & College Football Hall of Fame – Southern Arizona Chapter, Board Member
- Tanque Verde Little League, Girls' T-Ball Coach
- Tanque Verde Little League, Boys' Assistant Baseball Coach
- Frequent Seminar Speaker for State Bar of Arizona

Share this:

THOMAS D. LAUE

THOMAS D. LAUE – Partner
Practice Areas:
- Business & Commercial Litigation
- Products Liability
- Transactional Law

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Thomas D. Laue is a business lawyer concentrating his practice in complex business litigation. Tom has an extensive and diverse range of experience in commercial litigation including: real estate, construction and design defect, intellectual property (including trademarks and copyrights), unfair competition and trade practices, contracts, investment fraud, business divorces, interference with business opportunities and expectancies, and fraud of all types. In bankruptcy and creditor's rights cases, Tom has represented receivers, trustees, debtors, creditors and secured lenders in cases including asset sales and purchases, preferences, fraudulent conveyances, perishable commodities, and general commercial issues.

Representative Matters

- Successfully defended a Chapter 11 debtor in a $300,000,000 non-dischargability action.
- Successfully defended an investment advisor against a $250,000,000 wrongful valuation and asset sale claim.
- Counsel to a commercial building owner defending against the wrongful sale of the property.
- Counsel to a receiver in the sale of a commercial property.
- Successfully stopped the wrongful auction sale of a client's acid hauling trailers.
- Counsel to the owner of a large apartment building that sustained heavy damage due to improper repair and remediation.
- Commerical landlord's counsel for a potential tenant eviction, and obtained a settlement of over $500,000.
- Counsel for homeowner's association to collect unpaid assessments and end the homeowner's improper encroachment into subdivision common areas.
- Tenant's counsel in a commercial building owner's Chapter 11 case, and obtained the termination of the tenant's lease due to the landlord's inability to cure defaults.

Education

- John Marshall Law School, Chicago, IL (J.D., 1991)
- The College of the Holy Cross, Worcester, MA (B.A., 1982)

Publications & Presentations

- *Acquiring and Enforcing Security Interests in Cyberspace Assets,* Journal of Bankruptcy Law & Practice, Vol. 10 Pg. 423 (2001) (Co-Author).
- *Acquiring and Enforcing Security Interests in Cyberspace Assets,* American Bankruptcy Institute Western Leadership Conference, Dec. 2000 (Panelist).

Court Admissions

- Arizona State Courts
- U.S. District Court of Arizona
- Illinois State Courts
- Northern District of Illinois Federal Court
- Wyoming State Courts

Memberships

- State Bar of Arizona
- Arizona Bar Association
- Federal Trial Bar of Northern District of Illinois
- Wyoming Bar Association
- American Bankruptcy Institute
- Federal Bar Association

Community Involvement

- Caballeros Del Sol, Board of Directors

Share this:

Udall Law Firm LLP, All Rights Reserved © 2011-2012

JANET HONG LINTON

JANET HONG LINTON Associate

Practice Areas:
- Commercial Litigation
- Health Care Law
- Professional Liability
- Transactional Law

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Ms. Linton practices in the area of civil litigation, with a focus on personal injury and insurance defense. Her practice also includes professional negligence, residential and commercial landlord-tenant disputes, as well as general commercial litigation.

Education & Experience

- University of Arizona, James E. Rogers College of Law (J.D., Dean's list, 2006)
- Arizona Journal of International and Comparative Law, Research and Development Editor (2005 – 2006)
- Georgetown University (B.A., *cum laude*, 2001)
- Trinity University (Dublin, Ireland, Study Abroad, 1999 – 2000)

Publication

- *The Case for and Against the "Case Within the Case,"* Professional Liability Defense Quarterly (Winter 2011) (coauthored with Peter Akmajian).

Court Admissions

- Arizona State Courts
- U.S. District Court of Arizona

Memberships

- State Bar of Arizona
- Tucson Defense Bar
- Pima County Bar Association
- Arizona Bar Association
- Arizona Association of Defense Counsel

Community Involvement

- Volunteer Lawyers Program
- American Inn of Court – Morris K. Udall Chapter (2010 – present)

ELIZABETH W. MILLER

Elizabeth W. Miller – Associate
Practice Areas:
- Business & Commercial Litigation
- Employment Law
- Insurance Litigation
- Transactional-Business Litigation

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Ms. Miller practices in the area of complex and commercial litigation covering insurance defense and employment matters. Her practice also includes representation of corporations, small businesses and non-profit clients handling matters related to negotiations, contract disputes and employment issues.

Education

- University of Arizona, James E. Rogers College of Law (J.D., 2008)
- Arizona Law Review, Executive Note Editor (2007 – 2008), Source Manager (2006 – 2007)
- George Washington University (M.A., Higher Education Administration, 2005)
- Northern Arizona University (B.S., Public Relations, 2001)

Publications

- Edward Moomjian II & Elizabeth W. Miller, *Raising The Stakes: Corporate Liability For Employees' Private Acts*, USLAW Employment Law Section Update (2008).
- Lawrence S. Rollin & Elizabeth W. Miller (contributor), *S.B. 1062 – For Sale Signs*, The Real Estate Law Journal (2008).
- *Arizona Law Review*, Winter 2007: "Depression Discrimination: Are Suicidal College Students Protected by the Americans with Disabilities Act?" (49 Ariz. L. Rev. 989 (2008)).

Court Admissions

- Arizona State Courts
- U.S. District Court of Arizona
- Virginia State Courts
- U.S. District Court, Eastern District of Virginia
- District of Columbia

Memberships

- State Bar of Arizona
- District of Columbia Bar

- State Bar of Virginia

Share this:

JEANNA CHANDLER NASH

JEANNA CHANDLER NASH – Partner
Practice Areas:
- Business & Commercial Litigation
- Personal Injury
- Employment Law
- Insurance Litigation
- Product Liability
- Professional Liability
- Construction Litigation

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Jeanna Chandler Nash practices in the area of general civil litigation, with an emphasis in commercial litigation. Jeanna's practice also includes employment litigation and personal injury litigation. She has significant experience defending businesses, individuals and insurers.

Representative Matters

- Currently representing several small and large businesses and individuals in commercial, business and real estate disputes, both employers and employees in employment litigation, and professionals in professional liability litigation and board matters.
- Regularly represents national insurance carriers and their insureds in third-party and first-party litigation, and litigates personal injury claims arising out of automobile accidents, product liability and premises liability.

Education

- University of Arizona, James E. Rogers College of Law (J.D., 2003)
- Paris Institute of European Legal Studies, L'Universite Pantheon-Assas (Certificate of European Legal Studies, 2001)
- Claremont McKenna College (B.A., *cum laude*, 2000)

Publications & Presentations

- *Court of Appeals Rules in Favor of Preemption*, ALFA International Transport Update, Fall 2002.
- *Actions Speak Louder than Words...A Seminar on Non-Verbal Communication*, State Bar of Arizona, August 2007 (Speaker).

Court Admissions

- Arizona State Courts
- U.S. District Court of Arizona
- U.S. Ninth Circuit Court of Appeals

Memberships

- State Bar of Arizona
- Tucson Defense Bar
- Pima County Bar Association
- Arizona Bar Association
- Arizona Association of Defense Counsel
- Federal Bar Association

Community Involvement

- Volunteer Lawyers Program
- Parkinson Wellness Recovery, Vice Chair, Board of Directors (2011 – Present)

Share this:

LORI A. PETERSEN

LORI A. PETERSEN – Partner
Practice Areas:
•Civil & Commercial Litigation
•Insurance Defense
•Transactional Law
•Domestic Relations

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Lori Petersen has been a trial lawyer for over 25 years. She practices general civil litigation, with an emphasis on first-party (uninsured/underinsured) and third-party insurance litigation, and tort cases involving complex or extensive medical issues. Lori has tried well over 70 jury trials in her career. Her practice also emphasizes real estate and commercial litigation. Prior to joining Udall Law Firm in 1988, Lori worked as a public defender at the Pima County Public Defender's Office.

Representative Matters

- Currently representing several national insurance carriers and their insureds in third-party litigation.
- Regularly represents insurance companies in first-party litigation.
- Regularly represents real estate developers in commercial litigation.

Education

- University of Arizona College of Law (J.D., 1984)
- University of Arizona (B.A., 1981)

Court Admissions

- Arizona State Courts
- U.S. District Court of Arizona

Memberships

- State Bar of Arizona
- Tucson Defense Bar
- Pima County Bar Association
- American Bar Association
- Arizona Association of Defense Counsel

Community Involvement

- Volunteer Lawyers Program

Share this:

MELISSA PETRO

MELISSA PETRO – Partner
Practice Areas:
- Business & Corporate Law
- Real Estate-Acquisition, Leasing & Construction Law
- Intellectual Property
- Merger & Acquisitions
- Estate Planning & Probate
- Charitable & Exempt Organizations

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Melissa Petro, or "Mimi" as she is commonly known, has a practice focused in the areas of business transactions, real estate acquisition, financing, leasing, and development, and estate planning. Mimi represents individuals and business organizations in connection with the formation and operation of businesses, leasing, lending, development, and general business matters.

Representative Matters

- Forming limited liability companies and for profit and non-profit corporations.
- Real estate acquisitions and development.
- Business purchase and sales transactions.
- On-going business consulting.
- Financing (real estate and business).
- Intellectual property rights, licensing and related agreements.
- Commercial and residential leasing.
- Estate planning, probate and trust administration.
- Loan modifications, restructuring and enforcement.

Education & Experience

- University of Arizona, James E. Rogers College of Law (J.D., Order of the Coif, *magna cum laude*, 2003)
- Arizona Journal of International and Comparative Law, Note and Comment Editor (2001 – 2003)
- Northern Arizona University (B.A., *magna cum laude*, 1995)

Presentations

- *Estate Planning Basics,* Casas Church and Kid City Christian Preschool, March 2,2013 (Featured radio show guest)
- *Road to Prosperity*, Arizona Small Business Association's 2nd Annual Smart Women Smart Money Conference , February 2013 (Speaker)
- *Launch Your Business Entrepreneur Workshop*, University of Phoenix-Tucson, Feb. 2013 (Panelist)

- *Forming and Operating Your Business: A step-by-step Approach*, Microbusiness Advancement Center, January 26, 2013 (Presenter)
- *Non-Profit Businesses* , SCORE Southern Arizona, November 28, 2012 (Presenter)
- *Seller Beware: Avoiding the Pitfalls of Foreclosures and Short-Sales*, RC Thornton & Associates October 31, 2012 (Presenter)

Court Admissions

- Arizona State Courts
- U.S. District Court of Arizona

Memberships

- State Bar of Arizona
- Pima County Bar Association
- Arizona Bar Association

Community Involvement

- Southern Arizona Aids Foundation, Board Member
- Legal Community Against Hunger, Steering Committee
- Microbusiness Advancement Center, Lecturer
- Jewish Family and Children's Services, Inc., Risk Management Committee
- *Advance Directives Clinic,* Tucson Family Advocacy Program, University of Arizona Department of Family & Community Medicine with the Student Health Law Association of the University of Arizona's James E. Rogers College of Law, Oversight Volunteer (October 2012)

Share this:

[illegible] Udall Law Firm LLP, all rights reserved © 2011-2012

LAWRENCE S. ROLLIN

LAWRENCE S. ROLLIN – Partner
Practice Areas:
- Business & Corporate Law
- Real Estate, Leasing, Development & Construction Law
- Intellectual Property
- Merger & Acquisitions
- Employment & ERISA / Employee Benefits
- Charitable & Exempt Organizations

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Lawrence Rollin represents individuals and business organizations in connection with the formation of business entities, structuring and implementing business relationships, mergers and acquisitions, real estate and commercial loan transactions, construction, lending and general business matters. His practice primarily relates to real estate acquisition, development, financing and leasing, business sale and acquisition, intellectual property, taxation and tax-exempt organizations. Lawrence has represented a variety of individuals as well as nonprofit and charitable organizations. Additionally, he has extensive experience in commercial leasing and was a contributor to The Commercial Leasing Practice Guide. He is listed in Best Lawyers of America and Tucson's Top Lawyers.

Representative Matters

- Seller's/Owner's counsel for major office, retail, hotel, industrial and residential developments in Chicago, Illinois and throughout the State of Arizona.
- Buyer's counsel for major office, retail, industrial and residential developments, including the financing thereof, in Chicago, Illinois and throughout the State of Arizona.
- Landlord's counsel for the leasing activities of various office, retail and industrial developments in Chicago, Illinois and throughout the State of Arizona.
- Owner's counsel for major construction projects in Chicago, Illinois and throughout the State of Arizona.
- General counsel to exempt organizations [I.R.S. Code § 501(c)(3)] for compliance, internal operations and general business and transaction matters.
- General business and transaction counsel for commercial enterprises and intellectual property and technology development companies.
- Owner's counsel for the transfer and license of technology and other intellectual property rights.
- Lender's and borrower's counsel for major office, retail, hotel, industrial and residential developments in Chicago, Illinois and throughout the State of Arizona.
- Seller's and owner's counsel for major businesses in Arizona including of the Phoenix Suns professional basketball club franchise and Long Realty Company.
- Developer's counsel for the Stone Canyon and Pine Canyon exclusive golf developments in Oro Valley,

Arizona, and Flagstaff, Arizona, respectively.

Education

- Northwestern University School of Law (J.D., 1985)
- Indiana University (B.S., Finance, 1982)

Publications

- THE COMMERCIAL LEASING PRACTICE GUIDE (1996) (Contributor).
- THE COMMERCIAL LEASE (1990) (Contributor).

Court Admissions

- Arizona State Courts
- Illinois State Courts

Memberships

- State Bar of Arizona
- Pima County Bar Association
- American Bar Association

Community Involvement

- Volunteer Lawyers Program

Share this:

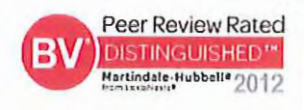
MICHELE G. THOMPSON

MICHELE G. THOMPSON – Partner
Practice Areas:
- Medical & Legal Malpractice
- Health Care Law
- Employment Law
- Insurance Defense

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Ms. Thompson practices in the area of civil litigation, including general negligence, medical malpractice, personal injury and employment law. She focuses her practice on representing hospitals, physicians, employers and other insureds in complex litigation. Ms. Thompson has represented healthcare providers, including physicians, dentists, and nurses before regulatory agencies on matters concerning discipline and licensure. She has also represented healthcare providers in responding to HIPAA violations before the Office for Civil Rights as well as assisted providers in breach notifications required under the HITECH Act. Ms. Thompson consults with physicians and health care entities in various regulations and issues relating to Medicare, DEA, and STARK. She has presented several seminars and in-house training on various HIPAA issues.



Representative Matters

- Defends healthcare providers in medical malpractice litigation.
- Represents national insurance carriers and insureds in personal injury and general negligence litigation.
- Represents major corporations and small businesses in litigation involving discrimination, wrongful termination and personal injury claims.
- Represents healthcare providers before regulatory agencies.

Education

- University of Arizona, James E. Rogers College of Law (J.D., 1999)
- University of Arizona (B.A., Psychology, *magna cum laude*, 1996)

Presentations & Publications

- *Actions Speak Louder than Words…A Seminar on Non-Verbal Communication,* State Bar of Arizona, August 2007 (Speaker).
- *Practical Implications of HIPAA in Litigation,* Lorman Education Services, December 2008 (Speaker).
- *Legislative Update – State and Federal, including new HIPAA Regulations*, Arizona Society Healthcare Risk Management, September 2009 (Speaker).

- *Medical Records Law*, Lorman Education Services, May 2010 (Speaker).
- *Bouncing Back from a Burglary: How to Survive a HIPAA Nightmare*, Leslie Burling-Phillips, *EyeNet Magazine* (American Academy of Ophthalmology), January 2013. (Interviewee)

Published Decisions

- *Miller v. Kelly*, 212 Ariz. 283, 130 P.3d 982 (Ct. App. 2006).

Court Admissions

- Arizona State Courts
- U.S. District Court of Arizona
- U.S. Ninth Circuit Court of Appeals

Memberships

- State Bar of Arizona
- Tucson Defense Bar
- Pima County Bar Association
- Arizona State Bar Association
- Arizona Association of Health Care Lawyers
- Arizona Association of Defense Counsel, Board Member
- Arizona Women Lawyers Association
- Defense Research Institute

Community Involvement

- Women in Health Care, Tucson Chapter, Member (2001 – 2006)
- American Heart Association, Southern Arizona Division, Board of Directors (2010 – present)
- Arizona Society for Healthcare Risk Management, Sponsor

Share this:

RONALD J. TOCCHINI

RONALD J. TOCCHINI – Of Counsel
Practice Areas:
- Business Law
- Immigration & Consular Law

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Ronald Tocchini has served as both a legal and strategic advisor to several Fortune 500 companies and hundreds of emerging-growth ventures. His law practice involves consular law and cross-border business projects, including corporate finance, mergers, acquisitions, tax, and technology licensing. In addition to this transactional work, Mr. Tocchini has successfully argued over 35 complex cases in state and federal courts across the United States. He has also represented clients at US diplomatic missions in Europe, Latin America, and the Far East.

Mr. Tocchini is an attorney at Alcaraz Tocchini LLP, and he also serves of counsel to the commercial practice group at Udall LLP in matters involving corporate finance and complex civil litigation. In addition to his work for private clients, Ronald has also served as outside counsel to the State of Arizona.

Originally from San Francisco, Ronald read law and economics at Brigham Young University (BYU) and has since taught subjects covering corporate law, comparative legal traditions, international treaties, and modern media. He continues to research and write in these fields today.

Primary Practice Area: Business and Commerce (international trade and finance)
Secondary Practice Area: Global Immigration (federal courts and consular affairs)
Industries Served: Biotechnology; Franchising, Distribution, and Reseller Contracts; Information Technology; Hospitality; Maritime; and Mining

Education & Experience

- Brigham Young University (J.D., 1996)
- BYU Journal of Law and Education, Managing Editor (1994 – 1996)
- Brigham Young University (B.S., Economics, 1993)

Publications & Presentations

- *Comparing Modern Limited Liability Entities*, National Business Institute, 2010 (with Lilia G. Alcaraz, LL.M.).

- *Selected Developments in Series LLC Litigation*, National Business Institute, 2009.
- *Using Family Limited Partnerships for Succession Planning and Asset Protection*, National Business Institute, 2008.
- *Too Much and Yet Not Enough: An Overview of Tax-Exempt Organizations and the Pension Protection Act of 2006*, National Business Institute, 2007.
- *Advanced Estate Planning and Asset Protection Techniques*, National Business Institute, 2006 (with Lilia G. Alcaraz, LL.M. & Alan R. Eber, LL.M.).
- *Ad Majorem Dei Gloriam: A Performance-Based Argument for Educational Tuition Vouchers*, 1996 B.Y.U. EDUC. & L.J. 82.
- *Supreme Court Voting Behavior: 1994 Term*, 23 HASTINGS CONST. L.Q. 1 (1995) (with Richard G. Wilkins, et al.).

Selected Cases

- *Pesnell v. Arsenault*, 531 F.3d 993 (9th Cir. 2008) (*rev'd en banc and rehearing denied*, 543 F.3d 1038 (9th Cir. 2008)).
- *Penney v. Isbell*, 2008 Cal. App. Unpub. LEXIS 1889 (Cal. Ct. App. 2008) (Cal. R. Ct. 8.1115).

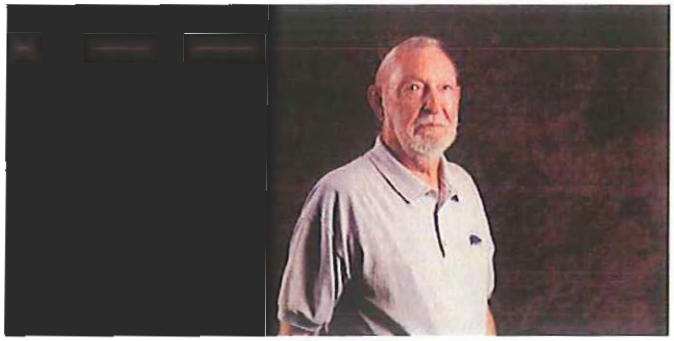
Court Admissions

- Arizona State Courts
- California State Courts
- Oregon State Courts
- Washington State Courts
- U.S. Tax Court
- U.S. Ninth Circuit Court of Appeals
- U.S. Supreme Court

Share this:

Udall Law Firm LLP. All Rights Reserved 2011 - 2012

D.B. UDALL



D.B. UDALL – Partner
Practice Areas:
- Appellate Practice
- Business & Commercial Litigation
- Insurance Defense Litigation

Email Me
Phone: 520.623.4353
Fax: 520.792.3426

Practice Focus & Experience

Burr Udall is a trial lawyer whose practice focuses on insurance defense litigation. Burr also handles general civil and commercial cases, including appellate litigation. He is frequently called upon to serve as a mediator or arbitrator.

Representative Matters

- For over 50 years, Burr has represented insurance companies and their insureds in all aspects of insurance litigation, including first party, third party and bad faith litigation.

Education & Awards

- University of Arizona, College of Law (LL.B., Phi Delta Phi, 1954)
- University of Arizona (B.S., 1952)
- Awarded the Walter E. Craig Distinguished Citizen Award, Arizona Bar Foundation (1997)
- Awarded Defense Lawyer of the Year, Arizona Trial Lawyers Association (2001)

Court Admissions

- Arizona State Courts
- U.S. District Court of Arizona
- U.S. Ninth Circuit Court of Appeals
- U.S. Supreme Court

Memberships

- State Bar of Arizona
- Tucson Defense Bar
- Pima County Bar Association
- Defense Research Institute
- Arizona Association of Defense Counsel
- American Bar Association
- American College of Trial Lawyers, Fellow

Community Involvement

- Volunteer Lawyer Program
- Tucson Conquistadors

Share this:

[illegible] Udall Law Firm LLP. All Rights Reserved © 2011-2012

UDALL LAW FIRM, LLP

RESPONSE TO
CITY OF BENSON
REQUEST FOR PROPOSALS (RFP)

3. SUBMITTAL REQUIREMENTS – K:

REFERENCES:

Frank Cassidy
TOWN OF MARANA
11555 W. Civic Center Drive, Bldg A3
Marana, AZ 85653

David Deibel
Chief Deputy City Attorney
Office of the City Attorney
P.O. Box 27210
Tucson, AZ 85726

Dwight M. Whitley, Jr.
SIERRA SOUTHWEST COOPERATIVE
P. O. Box 670
Benson, AZ 85602

Arturo Gabaldon
COMMUNITY WATER CO. OF GREEN VALLEY
1501 South La Canada Drive
Green Valley, AZ 85622-1078

Liz Petterson
ARIZONA LAND AND WATER TRUST
3127 N. Cherry Avenue
Tucson, AZ 85719

UDALL LAW FIRM

RESPONSE TO
CITY OF BENSON
REQUEST FOR PROPOSALS (RFP)

3. SUBMITTAL REQUIREMENTS - L

1) Has your firm ever served as a defense attorney in the municipal court of the City of Benson? No

2) Has your firm ever represented a client in a legal action against the City of Benson? Yes – Oscielowski v City of Benson

3) Is there any other conflict or potential conflict, involving your firm of which the City should be aware: No

PROPOSAL PRICE BREAKDOWN SHEET

City of Benson
RFP

MUNICIPAL LEGAL SERVICES

The undersigned authorized representative agrees to provide the services as requested based on the following schedule of fees:

A. Retainer (40 hours per month) $ 8,000.00 per month

B. Hourly billing rate (in excess of 40/month) $ attached per hour

Firm Name: Udall Law Firm, LLP

Address: 4801 E. Broadway Blvd., Suite 400
Tucson, AZ 85711

Business Telephone: (520) 623-4353
Business Fax: (520) 792-3426
E-mail Address: jbrady@udalllaw.com

Type of Organization

_____ A Professional Corporation, organized and existing under Arizona Law.

_____ A partnership (please list partners)

_____ A limited liability partnership (please list principals)

see attached

Signature of authorized representative — Date

John J. Brady

Printed or typed name — Date

UDALL LAW FIRM LLP

RESPONSE TO
CITY OF BENSON
REQUEST FOR PROPOSALS (RFP)

3. SUBMITTAL REQUIREMENTS

M. PROPOSED PRICE BREAKDOWN:

AREAS OF LEGAL SERVICE AND CORRESPONDING RATES ARE DETERMINED BY CLASSIFICATION OF ATTORNEY AND NOT AREAS OF LAW (SEE BELOW)

Senior Partner.....$200.00

Of Counsel.....$200.00

Junior Partner.....$180.00

Associate.....$150.00

Specialized Paralegal.....$110.00

Paralegal.....$ 90.00

UDALL LAW FIRM, LLP

RESPONSE TO
CITY OF BENSON
REQUEST FOR PROPOSALS (RFP)

3. SUBMITTAL REQUIREMENTS

M. Proposal Price Breakdown Sheet

Type of Organization – LLP – List of Principals

1. **Peter Akmajian**
2. **John J. Brady**
3. **Thomas A. Langan**
4. **Lori Petersen**
5. **Lawrence S. Rollin**

UDALL LAW FIRM, LLP

RESPONSE TO
CITY OF BENSON
REQUEST FOR PROPOSALS (RFP)

3. SUBMITTAL REQUIREMENTS - N

POSSIBLE ADDITIONAL EXPENSES:

1.	In-house copies -	$ 15 per page
2.	Facsimile -	$0.00 (No charge)
3.	Postage -	$0.00 (No charge for routine, actual cost for extra)
4.	Long Distance -	$0.00 (No charge)

POSSIBLE ADDITIONAL ADVANCES – To Be Billed At Actual Cost:

Computer Research , Court Filing Fees, Court Reporter Fees, Expert Fees

UDALL LAW FIRM, LLP

RESPONSE TO
CITY OF BENSON
REQUEST FOR PROPOSALS (RFP)

3. SUBMITTAL REQUIREMENTS - O

SAMPLE CONTRACT (Attached)

LEGAL SERVICES AGREEMENT

Agreement Number: _____

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the , an Arizona municipal corporation (the "Town"), and [^CONSULTANT'S NAME], an Arizona professional limited liability company (the "Consultant"), for the purpose of providing legal services to the Town. The Town and the Consultant are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

ARTICLE 1. SCOPE OF WORK

1.01. In [^insert date], the Town issued a "Request for Qualifications/Legal Services" (the "Legal Services RFQ"). The professional services to be performed by the Consultant under this Agreement shall be as described in this Agreement and as set forth in the following:

1.01.01. The Legal Services RFQ (and in particular, but not by limitation, the section entitled "GENERAL SCOPE AND DESCRIPTION OF SERVICES"), attached as **Exhibit A** to this Agreement.

1.01.02. The Consultant's [^insert date] proposal in response to the Legal Services RFQ, attached as **Exhibit B** to this Agreement (the "Consultant's Proposal").

ARTICLE 2. TERM

2.01. This Agreement shall be effective as of the signature date of the last Party to sign the Agreement and shall remain in effect until assigned legal matters are completed or such time as the Town issues a subsequent Request for Qualifications/Legal Services, whichever occurs later, unless and until terminated sooner pursuant to Article 7 below.

2.02. Each year, upon the anniversary of the effective date of the Agreement, the Consultant may request revisions to the flat rate addressed by section 0 above and/or to the fee schedule, **Exhibit C**, for the next year to address increased costs, market conditions, demand, and the like. If the Town refuses to agree to modify the flat rate and/or the fee schedule, the Consultant's sole remedy is to terminate this Agreement (see section 7.02 below).

2.03. Notwithstanding the termination of this Agreement, the Town may, at its sole iscretion, require the Consultant to complete matters assigned during the term of this

Agreement, subject only to the Consultant's right to withdraw in a manner consistent with applicable rules of ethics and procedure.

ARTICLE 3. RELATIONSHIPS

3.01. In the performance of the services described in this Agreement, the Consultant shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and the Consultant.

3.02. The Consultant shall report to and coordinate duties with [^insert name and title] (the "Town Representative"), or a successor Town Representative assigned by the

3.03. Under the direction of and in coordination with the Town Representative, the Consultant shall work cooperatively with Town staff, officials, boards, commissions, and committees, and with any other agency, organization or individual the Town Representative deems necessary to complete the services described in Article 1 (Scope of Work) of this Agreement.

3.04. All notice requests and authorizations provided for in this Agreement shall be in writing and shall be delivered or mailed, addressed as follows:

Town:
Attention:
Address:

With a copy to:

Consultant:
Attention:
Address:

ARTICLE 4. LIMITATION OF ASSIGNMENT

4.01. For purposes of the work and services performed under this Agreement and the obligations and requirements imposed on the Consultant pursuant to this Agreement, the term "Consultant" shall include the Consultant, Consultant's staff, all sub-consultants identified in the Consultant's Proposal, and all other persons working at Consultant's request or direction as permitted by this Agreement.

4.02. The work and services provided for in this Agreement shall be performed by the Consultant, except as otherwise provided in this Article or approved in writing by the Town Representative and the Finance Director.

4.03. Secretarial, clerical, and similar incidental services needed to assist the Consultant in performance of this Agreement are not subject to the limitations of section 4.02 above.

4.04. Neither this Agreement nor any interest or rights under this Agreement may be assigned or transferred by the Consultant without the express written consent of the Finance Director.

4.05. The Town reserves the right to designate a specific attorney(s) in the Consultant's firm to work on specific cases or matters as lead counsel or associate lead counsel for the services rendered pursuant to this Agreement. The Town further reserves the right to terminate the representation of the Consultant for any engagement if the lead counsel leaves the employment of the firm.

ARTICLE 5. WORK PRODUCT

5.01. All of Consultant's "Work Product" (including without limitation all research, drafts, reports, notebooks, photographs, negatives, findings, recommendations, data and memoranda of every description) prepared in connection with or relating to the services described in this Agreement and in completion of it, shall be the property of the Town, and shall not be disclosed to third parties without the express written consent of the Town Representative.

5.02. Except with the express written consent of the Town Representative, the Consultant shall not publish any results of legal, technical or general interest originating from or existing by virtue of this Agreement in, or by means of, journals, magazines, newspapers, radio broadcasts, or other media of communication.

5.03. All confidential communications between the Town, its officers, employees or agents, and Consultant, whether oral or written, and all documentation whether prepared by Consultant or the Town shall be considered privileged and shall not be disclosed except by the written consent of the Town Attorney. All files shall be returned to the Town at the conclusion of each matter or case. Because of the overlapping issues that many municipalities face, Consultant shall be required to provide any legal memoranda, pleadings, research, and motions in a redacted format for inclusion into the Legal Department's database at the request of the Town. The Consultant shall provide this at no additional cost to Town.

ARTICLE 6. INVOICES AND PAYMENT

6.01. The Town Representative may approach the Consultant to assess the Consultant's interest and estimated total cost of handling a matter falling within the services set forth in Article 1 above (Scope of Work).

6.02. If the Consultant is willing to handle the matter and the Town Representative approves and accepts the Consultant's estimate described in section 6.01 above, the Town Representative shall (a) obtain from the Town's Finance Department a "Purchase Order" allocating a not-to-exceed budgeted amount of funds for the matter and (b) issue to the Consultant a written notice to proceed with handling the matter for a not-to-exceed amount sufficient, in the Town Representative's opinion, to cover the cost of handling the matter.

6.03. The Consultant shall not submit an invoice covering the cost of a matter, and the Town shall not be financially obligated to pay the Consultant for a matter, unless and until the Town's Finance Department has issued a Purchase Order for the matter.

6.04. The Town's financial obligation for the Consultant's performance of a matter shall not exceed the amount of the Purchase Order, as it may be amended from time to time by repeating the estimate and purchase order process described in sections 6.01 and 6.02 above.

6.05. Except as otherwise set forth in or modified by this Article, the Consultant shall charge the hourly rates set forth on the fee schedule, **Exhibit C**, for all services and work performed by the Consultant under this Agreement.

6.06. [^revise/delete as appropriate] As an accommodation to induce the Town to utilize the services of the Consultant, whose office is located in , Consultant shall be entitled to a flat fee of $[^insert amount] (including all fees, meals, lodging, and mileage) for each round trip to and from Consultant's office to meetings, depositions, court appearances, and other matters requiring the Consultant's presence in the Tucson region. If the Consultant's services require its presence in the Tucson region two or more consecutive calendar days, the Consultant shall be entitled to the flat fee of $[^insert amount] for the first day plus a flat fee of $[^insert amount] for each consecutive day thereafter.

6.07. With the exception of costs included within the flat rate set forth in section 0 above, the Town shall pay Consultant's actual direct costs (without markup) incurred in the performance of services and work performed under and in accordance with this Agreement, including the direct costs of the following (all of which are collectively referred to in this Agreement as the "Direct Costs"):

6.07.01. Reproduction costs associated with the printing of documents required to be produced and printed.

6.07.02. Costs associated with the delivery of documents and reports to the Town.

6.07.03. Reproduction costs associated with project development and data gathering.

6.07.04. Travel expenses outside of Pima County, when approved in writing by the Town Representative prior to the date of travel.

6.07.05. Actual out-of-pocket costs incurred by the Consultant in the performance of handling the matters.

6.08. The Consultant shall submit to the Town Representative for processing and payment a separate monthly invoice for each matter performed under this Agreement, and each invoice shall include:

6.08.01. The days when the work and services were performed.

6.08.02. Reference to the Town Purchase Order number(s), authorizing payment for the work and services addressed by the invoice.

6.08.03. The calculation of the flat rate addressed by section 0 above.

6.08.04. The amount of Direct Costs incurred by the Consultant and payable by the Town in accordance with section 6.07 above, which shall be disaggregated into appropriate categories on the invoice and shall be accompanied by backup documentation substantiating the amount of each direct cost.

6.08.05. Credits and adjustments required in accordance with sections 6.09 or 6.10 below.

6.09. Upon the Town's reasonable request, the Consultant shall participate in meetings by video conference or other electronic means. If the Consultant does not honor such a request, the Town shall be credited the reasonable cost savings that would have resulted if the Consultant had participated by video conference or other electronic means.

6.10. Upon the Town's reasonable request, the Consultant shall provide Work Product in electronic format. The Town shall be credited any Direct Costs associated with the printing of Work Product requested by the Town to be provided in electronic format.

6.11. The Consultant shall be liable for all taxes applicable to the proceeds received by the Consultant under this Agreement. The Town shall not withhold or pay federal, social security, or state income taxes or worker's compensation out of the proceeds payable by the Town under this Agreement, unless duly ordered to do so by a court or other government authority with jurisdiction.

6.12. Except as otherwise set forth in this Article, the Town shall pay the Consultant within 60 days after the Town Representative approves the Consultant's invoice or any portion of it.

6.13. If the Town pays Consultant's invoice within 15 days of receipt, the billed hourly fees (not including costs) will be reduced by 2%. If the amount owed for legal services is disputed by the Town, the monthly payment of the undisputed hourly fees will be reduced by 2% if the Town pays the undisputed fees within 10 days of receiving the Consultant's invoice, with the remaining fees paid in accordance with the dispute resolution.

ARTICLE 7. TERMINATION AND BREACH

7.01. The Consultant may terminate this Agreement upon not less than 15 days written notice to the Town Representative and the Finance Director if the Town fails to perform its obligations under this Agreement through no fault of the Consultant.

7.02. The Consultant may at its option terminate this Agreement at the end of a contract year, if the Town does not agree to modify the flat rate and/or fee schedule, **Exhibit C**, for the next year (see section 2.02 above).

7.03. The Town may terminate this Agreement with or without cause upon 15 days written notice to the Consultant.

7.04. This Agreement may be terminated if for any reason the Town Council does not appropriate sufficient funds for the purpose of maintaining this Agreement.

7.05. Upon termination, the Town shall have no further obligation to Consultant, other than for payment of acceptable services rendered prior to termination.

7.06. Either Party may pursue any remedies available to it for the breach of this Agreement, and no right or remedy is intended to be exclusive of any other right or remedy existing at law or at equity or by virtue of this Agreement.

ARTICLE 8. INDEMNIFICATION

The Consultant agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from the Consultant's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement.

ARTICLE 9. INSURANCE

9.01. Except as otherwise provided in this Article, the Consultant and any subconsultant who performs any work for the Consultant under this Agreement shall maintain insurance with carriers acceptable to the Town throughout the term of this Agreement with the following required minimum coverages and limits:

Workers' Compensation	Statutory
Employer's Liability	U.S. $100,000
Commercial General Liability	U.S. $1,000,000 per occurrence U.S. $2,000,000 aggregate
Business Auto Liability	U.S. $1,000,000 combined single limit
Professional Liability	U.S. $2,000,000 per claim and in the aggregate

9.02. The Consultant shall deliver one or more certificates of insurance evidencing coverage as described in this Article, including coverage required of any subconsultant, to the Town upon execution of this Agreement, prior to commencing any work pursuant to this Agreement. The Consultant shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to: [^insert name and address of appropriate Town staff member].

9.03. The Town shall be named as an additional insured on the commercial general liability insurance policies required by section 9.01 above. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Consultant or any subconsultant. The Consultant shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by section 9.02 above.

9.04. The certificate(s) shall also stipulate that the insurance afforded the Consultant and any subconsultant shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that

provided by the Consultant or subconsultant. Coverage provided by the Consultant or subconsultant shall be primary insurance with respect to all other available sources.

9.05. Notwithstanding the requirements set forth in section 9.01 above, if Consultant is a sole proprietor without employees, Consultant is not required to maintain or provide proof of workers' compensation or employer's liability coverage, provided that Consultant executes the following waiver:

By signing below this paragraph, Consultant hereby confirms, for purposes of addressing workers' compensation coverage that Consultant is a sole proprietor, doing business as [^insert legal name of business], and performing work as an independent contractor for the Town. Consultant acknowledges that Consultant is not the employee of the Town for workers' compensation purposes, and, therefore, Consultant is not entitled to workers' compensation benefits from the Town. Consultant understands that if Consultant has any employees working for Consultant, Consultant must maintain workers' compensation insurance on them.

_____ _____

Sole proprietor Date

_____ _____

Town's insurance carrier Date

9.06. Notwithstanding the requirements set forth in section 9.01 above, subconsultants shall be permitted to maintain professional liability insurance in the amount of $1,000,000 per claim and $1,000,000 in the aggregate. Subconsultants shall maintain all other insurance required by section 9.01, with the required coverages and limits set forth in section 9.01 and this Article, except as otherwise provided for in this Article.

9.07. Notwithstanding the requirements set forth in section 9.01 above, if any subconsultant is a sole proprietor without employees, the subconsultant is not required to maintain or provide proof of workers' compensation or employer's liability coverage, provided that the subconsultant executes a waiver in accordance with A.R.S. § 23-961(P). Any such executed waiver shall be attached to this Agreement and incorporated in and fully made a part of this Agreement by this reference.

9.08. The coverage requirements specified in this Article may not be changed or modified except by written agreement signed by all Parties.

9.09. The Consultant shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. The Consultant shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is grounds for termination of this Agreement by the Town.

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

10.02. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

10.03. If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

10.04. This Agreement may not be changed or modified except by written agreement signed by all Parties.

10.05. All exhibits referenced in and attached to this Agreement are incorporated in and fully made a part of this Agreement by reference.

10.06. The Consultant shall comply with all federal and state equal opportunity laws, orders and regulations and shall not discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.

10.07. The Consultant warrants that it, and any subcontractor who performs any work for the Consultant under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). The Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

10.07.01. The Consultant shall advise each subcontractor of the Town's rights, and the subcontractor's obligations, under this section by including a provision in each subcontract substantially in the following form:

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

10.07.02. If a subcontractor's subcontract is suspended or terminated, the Consultant shall either self-perform the service under the subcontract or retain a replacement subcontractor.

10.07.03. Any additional costs attributable directly or indirectly to remedial action under this section shall be the responsibility of the Consultant.

10.08. The Consultant certifies that it does not have, nor will it for the duration of this Agreement have, scrutinized business operations in Sudan or Iran as defined in A.R.S. § 35-391 and A.R.S. § 35-393, respectively.

10.09. Neither Party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

10.10. The Consultant shall not include the name of the [illegible] in any promotional or advertising materials without the prior written approval of the Town Attorney.

10.11. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last Party's signature date below.

The "Town":

[illegible]
an Arizona municipal corporation

_____

_____
Date

ATTEST:

_____
[illegible]

APPROVED AS TO FORM:

_____
[illegible]

The "Consultant":

[^firm name], an Arizona professional limited liability company

_____
[^insert name]
[^insert title]

_____
Date

Federal I.D.#: _____