

AGREEMENT FOR TOWN ATTORNEY SERVICES

This AGREEMENT is dated this 7th day of November, 2022, between the TOWN OF WICKENBURG, a municipal corporation of the State of Arizona, ("Town"), and PIERCE COLEMAN PLLC, an Arizona professional limited liability company, ("Firm").

RECITALS:

1. The Town currently uses Firm for its Town Attorney services and desires to continue such representation under the terms and conditions of this Agreement.
2. The Firm is willing to continue to serve as Town Attorney under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, it is agreed as follows:

AGREEMENT:

1. Appointment of Town Attorney: Town appoints and retains Firm as its Town Attorney. As Town Attorney, Firm shall act as general counsel for the Town through its offices and staff, including, but not limited to: preparation of ordinances and resolutions; advice on real estate; contract review and procurement; advice on election matters; preparation of legal opinions; advice on land use and zoning matters; attendance at meetings of the Town Council as desired by the Town including both in-person and occasional remote appearances; and such other legal services as the Town may require or request through its Town Council or Town Manager or as provided by Town Code for the Town Attorney. The Firm may also act as special counsel to the Town, upon request of Town, in those areas of the law beyond the scope of general Town Attorney services, including but not limited to civil litigation matters.
2. Term; Termination: The term of this Agreement shall commence December 1, 2022 and remain in full force and effect until December 1, 2025. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
3. Compensation: Town shall pay Firm for services rendered under this Agreement as follows:
 - a. General counsel: \$245.00 per hour for attorneys
\$150.00 per hour for paralegals and law clerks
 - b. Special counsel: \$295.00 per hour for attorneys
\$150.00 per hour for paralegals and law clerks
 - c. The above fees shall be increased by two percent (2%) on December 1, 2023 and December 1, 2024.

4. Reimbursable Expense: Monthly, the Town shall reimburse Firm for out-of-pocket expenses incurred by it in the performance of Firm's duties under the provisions of this Agreement at cost, or as otherwise agreed by the Parties. Reimbursable expenses include, but are not limited to, postage, delivery charges, and litigation related expenses (e.g., investigative reports, expert witness fees, deposition fees, transcript costs, brief costs, court filing fees, process service fees, recording fees, title report costs, and photocopy costs).

5. Payment: All compensation and reimbursable expenses shall be paid by the Town within fifteen (15) days of statements or billings being provided unless the parties agree otherwise. Town agrees to acceptance of invoices by electronic mail. Unpaid invoices after thirty (30) days shall bear interest at one and one-half percent (1½%) per month.

6. Standard of Performance: Firm agrees to faithfully represent the interests of the Town as its general counsel and special counsel and to provide, furnish, and pay for all of Firm's non-reimbursable overhead expenses, and to make available personnel and equipment, necessary to accomplish those ends. Services shall be performed in accordance with all standard canons and practices approved by the Arizona Supreme Court and the State Bar of Arizona. Firm employees shall be available at all reasonable times to render the services required hereunder.

7. Working Facilities: Firm shall furnish assistance to the Town from the Firm's office, other attorneys' offices and such other facilities normally suitable and adequate for the performance of the duties as set forth in this Agreement.

8. Independent Contractor: In performing the services herein specified, Firm is acting as an independent contractor.

9. Extent of Services: Firm shall devote the necessary time and attention to its obligations as specified in this Agreement. However, the Town recognizes that the Firm shall also be allowed to engage in the private practice of law which includes representation of clients other than the Town. The parties acknowledge that there will be situations where Town may contract with other persons to provide specialized legal services beyond the scope of the Firm's obligations under this Agreement. These situations may include but are not limited to (a) an insurance company's obligation to defend the Town pursuant to the terms of an insurance contract; and (b) the Town directly contracting with one or more attorneys for handling of specialized matters such as bonding and tax issues. The Firm shall not be required to handle or assist in the handling of such matters unless the Town Manager specifically requests otherwise, and the Firm agrees.

10. Cooperation by Town: Recognizing that the Firm cannot effectively represent the Town without cooperation and assistance, the Town agrees to cooperate fully with the Firm and promptly provide information known or available to attorneys for the Town's representation. This includes providing full and truthful information and documents requested in a timely fashion.

11. Benefit: This Agreement shall inure to the benefit of and be binding upon Pierce Coleman PLLC and its successors and assigns. In the event any employee of the Firm should withdraw from the Firm or be unable to act during the term hereof, the remaining member or members of the Firm

shall perform services required hereunder and, at Firm's option, additional qualified personnel may, at any time, be added to the Firm to perform said services. Notwithstanding the above, the Firm reserves the right to terminate this Agreement pursuant to Paragraph 2.

12. Notices: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail to the other party at the respective offices listed below:

Trish Stuhan, Esq.
Pierce Coleman PLLC
7730 East Greenway Road, Suite 105
Scottsdale, Arizona 85260

Town Manager
Town of Wickenburg
155 North Tegner Street, Suite A
Wickenburg, Arizona 85390

13. Cancellation: This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

14. Compliance with Immigration Laws: Firm warrants to Town compliance with Federal Immigration laws and regulations that relate to its employees and E-Verify. The immigration law warranty set forth in A.R.S. § 41-4401 is incorporated herein by reference in full.

15. Fee Disputes: If a dispute arises between the Town and the Firm regarding fees, the parties agree to resolve that dispute through the State Bar's Fee Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Fee Arbitration Coordinator at 602.340.7379.

16. Entire Agreement: This instrument contains the entire Agreement of the parties. This Agreement may be changed only by a written agreement signed by both parties.

NOTICE: THE FIRM IS NOT ACTING AS THE TOWN'S COUNSEL WITH RESPECT TO THIS AGREEMENT. IF THE TOWN WISHES TO BE ADVISED ON WHETHER IT SHOULD ENTER INTO THIS AGREEMENT, THE FIRM RECOMMENDS THE TOWN CONSULT WITH AN INDEPENDENT COUNSEL OF THE TOWN'S CHOICE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at the Town of Wickenburg, Arizona, the day and year first above written.

PIERCE COLEMAN PLLC

By: 
Trish Stuhan

TOWN OF WICKENBURG

By: 
Rui Pereira, Mayor

ATTEST:


Amy Brown, Town Clerk