

BENAVIDEZ LAW GROUP, P.C.  
AN ARIZONA LAW FIRM

Thomas A. Benavidez, Shareholder

Javier Alatorre\*  
(\*also licensed to practice in all States in Mexico)  
Elisabeth I. Benavidez

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January 4, 2021

Chairman Lee Alter  
Hidden Valley Fire District  
Via Email: alterpeople@mac.com

Re: **Expanded Legal Representation**

Dear Chairman Alter:

This letter is to confirm our understanding of the scope and terms of the expanded representation Benavidez Law Group, P.C., has agreed to undertake for you, Hidden Valley Fire District. Experience has shown that a letter like this can be useful to both the client and the firm to express and confirm our respective expectations and undertakings.

Please review this letter carefully and call me if you have any questions about it. If the terms and conditions meet with your approval and understanding of our respective responsibilities, please sign the letter, scan it, and email it to us.

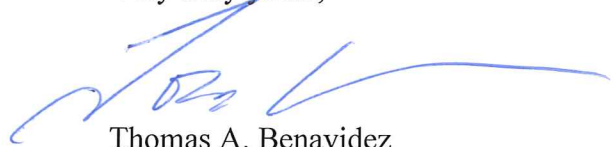
1. Scope of Engagement. We understand the scope of our engagement to be expanded to include more general consultation relating to fire district legal compliance issues on an as-needed, if requested basis. Any expansion of our retention must be set forth in writing.

It is our understanding that the District will be directly responsible for our fees and expenses. If you would like us to follow some other procedure, please let me know. We understand that you will provide us with such factual information and documents as we require to perform the services, and you will make decisions and determinations as are necessary and appropriate to facilitate the rendering of our services. Also, you will be available to assist us in the representation, and will remit payment of our invoices in accordance with the terms set forth below.

2. Policies and Procedures on Fees and Costs. The firm does not request advance payment or retainers from its government entity clients. We will send monthly invoices to you which contain a description of the work performed and the amount charged. Invoices are due upon receipt, and are considered past due thirty days after receipt. We will undertake this representation on the basis of a reduced hourly rate for lawyers, and for paralegals, legal assistants, law clerks and other staff, plus any extraordinary expenses and disbursements, if any, on your behalf.
  - a. Fees. Our hourly rates vary, depending on various factors including the experience and expertise of the person rendering the service. We normally bill in multiples of one-tenth of an hour (6 minute) increments, with a minimum charge of .2 hours (12 minutes). We have agreed to a reduced rate of \$160.00 per hour for any attorney time spent on this matter, and \$80.00 for any paralegal, legal assistant or law clerk time.
  - b. Travel Charge. We do not anticipate travel in this representation, however, we will bill travel time *outside* of Pima County at the rate of \$80.00 per hour.
  - c. Expenses. The Firm does not charge for first class postage, long distance telephone carrier charges or in-house photocopies. However, extraordinary expenses such as overnight messenger services, court filing fees, expert witnesses, *etc.*, will be charged to you without markup.
  - d. Document Retention/Destruction. It is our policy to destroy files seven years after they are closed. During the course of representation we will send you copies of all of the documents in your file so you should end up with a complete copy of your file at the close of representation. It is your responsibility to ask for a copy of your file upon completion of representation, or within seven years following completion of representation, in order to avoid destruction of your documents.
  - e. Risk of Loss. Litigation is not expected as part of this engagement. However, it is important that you understand the risks of litigation. Neither I nor anyone associated with our Firm has made any promise to you regarding the outcome of any litigation. If this engagement evolves into litigation, you should be aware that there are risks beyond the risk of losing the case. In most cases, the judge has the authority to order one party to pay the other party's court costs and/or attorneys' fees. This is a risk that you bear in litigation, and you, not the Firm, will be responsible for payment of these fees and/or costs.

We look forward to representing the District and thank you for asking Benavidez Law Group, P.C., to assist you. If you have any questions that arise at any time, please let me know promptly. If you ever wish to discuss any matter relating to our legal representation, please do not hesitate to call me on my cell phone, 520-907-3049.

Very truly yours,



Thomas A. Benavidez  
For the Firm

TERMS OF ENGAGEMENT APPROVED AND AGREED TO:

By: \_\_\_\_\_  
Hidden Valley Fire District

Date: \_\_\_\_\_