

# ECHO CANYON

## PRELIMINARY MUNICIPALITY BOARD

### Public Meeting Agenda

February 12, 2026, at 3:30 PM

Physical Location:

1813 Kane Springs Road (Onsite Construction Structure)

Echo Canyon, Grand County, Utah 84532

The Preliminary Municipality Board of Echo Canyon (“**Board**”) will meet in public session to hold its Board Meeting on February 12, 2026, at 3:30 PM. The meeting will be held in-person at 1813 Kane Springs Road (Onsite Construction Structure), Echo Canyon, Grand County, Utah 84532. The public is welcome to attend the Board Meeting. Board members and invited participants may participate electronically. The Agenda includes the following items, any of which may be acted on, discussion only, or deferred to a later date:

## AGENDA

1. Welcome and call meeting to order, Craig Weston, Board Chair.
2. Open and Public Meeting Act Training
3. Annual Conflict of Interest Disclosure Statement of Board Members (individual actions)
4. Board Member Reports (and others as invited by the Chair)
5. Discussion/Action Items (Administration and Resolutions):
  - a. Designate and appoint Municipal Clerk & Recorder, including related contract
  - b. Appointment of Meridian Land Counsel as primary municipal attorney, including related contract
6. Discussion/Action Items (Code and Ordinances):
  - a. Law enforcement code update
  - b. Planning commission code update
7. Potential closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, the sale or purchase of real property, and/or other matters as permitted by Utah Code §§ 52-4-204 through 205 (if needed, motion and majority vote required to proceed).
8. Adjourn



# Open and Public Meetings Act

Key Provisions for Legislators | May 2025

*The Open and Public Meetings Act (OPMA) requires that members of a public body be provided with annual training on the requirements of OPMA. This document is intended to facilitate legislative compliance with that requirement and to help legislators understand OPMA. This summary is prepared for a legislative audience and does not attempt to explain or apply OPMA to other public bodies. Key terms are defined at the end of the document.*

## Declaration of Public Policy

(Section [52-4-102](#))

The Legislature finds and declares that the state, its agencies, and political subdivisions exist to aid in the conduct of the people's business. The Legislature intends for these entities to take their actions openly and conduct their deliberations openly.

## Public Notice and Agenda

(Section [52-4-202](#))

A public body must provide public notice of a meeting at least 24 hours before the meeting. The public notice must:

- include the meeting agenda, date, time, and place;
- include an agenda that reasonably specifies the topics the public body will consider; and
- be posted on the Utah Public Notice Website and the public body's official website.

A public body may discuss a topic raised by the public that is not listed on the agenda but may not take final action on the topic at the meeting.

## Minutes and Recordings

(Section [52-4-203](#))

- A public body is required to keep written minutes and a recording of all meetings unless the meeting is a site visit or traveling tour where no vote or action is taken.
- A recording of the open portions of the meeting must be posted on the Utah Public Notice Website within three business days after the public meeting.
- Draft minutes are required to be made available to the public within 30 days after the meeting.

- The approved minutes and any public materials distributed at the meeting must, within three business days after their approval, be:
  - posted on the Utah Public Notice Website; and
  - made available at the public body's office.

## Electronic Meetings

(Section [52-4-207](#))

An anchor location is a physical location where a public body conducting an electronic meeting normally conducts meetings or a location reasonably accessible to the public as the anchor location.

An electronic location is a meeting where some or all public body members attend through an electronic video or audio connection.

A public body may not hold an electronic meeting unless it has adopted procedures to govern electronic meetings, including how a remote member will be included in calculating a quorum. Electronic meetings must comply with the Open and Public Meetings Act, including giving public notice of the electronic meeting in accordance with Section 52-4-202.

A public body that conducts an electronic meeting must provide space and facilities at an anchor location for the public. A public body may conduct an electronic meeting without an anchor location if:

- the chair of the public body determines that conducting the meeting from an anchor location presents a substantial risk to the health or safety of those who are present or



would otherwise be present at the anchor location;

- the public notice for the meeting, or the chair during the meeting, provides the chair’s determination and a summary of the facts upon which the determination is made; and
- included in the public notice for the meeting is information on how the public may view or provide comments at the meeting.

If an electronic meeting is held without an anchor location, a public body must provide means by which the public can view and hear the open portions of the meeting and provide comments electronically.

### **Application to Legislative Public Bodies** (Joint Rule [1-4-402](#))

A member of a legislative public body may attend a meeting remotely by electronic means only if the member has a specified reason and notifies the chair of the public body. The chair must conduct an electronic meeting of the legislative public body from the anchor location.

When a member of a legislative public body attends a meeting by electronic means, the member’s attire and appearance must be consistent with the attire and appearance that would be expected if the member were attending the meeting in person. The member’s location should also reflect the dignity of the meeting, particularly if the member is attending via video conference.

A member of a legislative public body may not attend a meeting by electronic means while engaging in any activity that would be abnormal or prohibited if the member were attending the meeting in person, including operating a motor vehicle.

## **Closed Meetings**

(Sections [52-4-204](#) and [52-4-205](#))

A public body may hold a closed meeting only for certain purposes, including to discuss:

- a person’s character, competence, or health;
- pending or imminent litigation;
- certain matters regarding acquisition or sale of real property, including water rights or shares;
- the deployment of security personnel, devices, or systems;
- an investigation of alleged criminal conduct;
- the receipt or review of an ethics complaint if the public body is the Independent Legislative Ethics Commission;
- certain matters under the jurisdiction of a legislative ethics committee;
- certain deliberations and decision-making involved in the procurement process; or
- a discussion of the board of the Point of the Mountain State Land Authority regarding the potential tenant of point of the mountain state land.

A public body may close a meeting only by a two-third vote with a quorum present. However, meetings of certain public bodies under limited circumstances are required to be closed (see [52-4-205\(2\)](#)).

No vote is required to close a meeting of the Independent Legislative Ethics Commission to review an ethics complaint if the publicly distributed agenda for the meeting states that the meeting will be closed.

A public body that closes a meeting is required to announce and record in the minutes the reasons for closing the meeting.

A public body may not close a meeting to:

- interview a person applying to fill an elected position;
- discuss filling a midterm vacancy or temporary absence for an elected position; or



- discuss the character, professional competence, or physical or mental health of a person whose name was submitted to fill a midterm vacancy or temporary absence for an elected position.

A public body may not take a vote in a closed meeting except for a vote on a motion to end the closed portion of the meeting.

## Emergency Meetings

(Section [52-4-202](#))

A public body may hold an emergency meeting and is not required to give 24-hour notice if unforeseen circumstances arise that require the public body to consider matters of an emergency or urgent nature. However, a public body may not hold an emergency meeting unless it attempts to

notify all members of the public body, and a majority of its members approve the meeting.

Any member of a legislative public body may attend an emergency electronic meeting by electronic means, and the public body may conduct an emergency electronic meeting of the legislative public body remotely.

## Penalties

(Sections [52-4-302](#) and [52-4-305](#))

**Open Meetings** – Any final action taken in a meeting that is in violation of certain provisions of OPMA is voidable by a court.

**Closed Meetings** – It is a class B misdemeanor to knowingly or intentionally violate the closed meeting provisions of OPMA.

## Definitions (Section [52-4-103](#) and Joint Rule [1-4-401](#))

**Meeting** means a gathering of a public body or specified body with a quorum present that is convened:

- by an individual with authority to convene the body who follows the process provided by law for convening the body; and
- for the express purpose of acting as a public body or specified body to:
  - receive public comment about a relevant matter;
  - deliberate about a relevant matter; or
  - take action upon a relevant matter.

**Legislative Public Body** means a public body that is governed by legislative rules.

**Public Body** means an administrative, advisory, executive, or legislative body of the state or its political subdivisions that:

- is created by the Utah Constitution, state statute, rule, ordinance, or resolution;
- expends, disburses, or is supported in whole or in part by tax revenue; and
- is vested with the authority to make decisions regarding the public's business.

Public body does not include a political party, political group, or a political caucus. It does not include a conference committee, rules committee, sifting committee, or an administrative staff committee of the Legislature.

**Specified Reason** means illness or injury or health or safety concerns of a member or a member's relative, emergency travel, an emergency work-related issue, an emergency child care-related issue, or a circumstance similar to the circumstances described above.

## Open & Public Meetings Act Training

1. **The legislative intent of the OPMA is for public bodies to deliberate and act?**
  - A. Civilly
  - B. Respectfully
  - C. Openly
  - D. Transparently
2. **How is a quorum defined in the OPMA?**
  - A. A simple majority of the membership of a public body
  - B. Three or more members of the public body
  - C. A minimum number of the public body needed to hold a valid meeting
  - D. The number of people needed to conduct official business of the public body
3. **How soon do approved minutes need to be posted for the public?**
  - A. Within three business days after approving written minutes of an open meeting.
  - B. Within 30 days after holding the open meeting
  - C. Within seven calendar days after approving written minutes of an open meeting
  - D. As soon as reasonably possible
4. **What is a justifiable reason you may hold a closed meeting?**
  - A. Discussion regarding a controversial recommendation from an advisory board.
  - B. To learn confidential details about a recent crime in the City
  - C. Interview a person applying to fill an elected position or midterm vacancy
  - D. Strategy session to discuss pending or reasonable imminent litigation
5. **How much time is required to notice a public meeting?**
  - A. At least 24 hours
  - B. If regular meetings are held, annual notice is required
  - C. Not less than 24 hours
  - D. All of the above
6. **How often is a public body required to be trained on the Open and Public Meetings Act?**
  - A. Each time a member of the public body is newly elected or appointed
  - B. Annually
  - C. Too much
  - D. Monthly
7. **What is something that does NOT need to be recorded in the official minutes?**
  - A. Date, time, and place of the meeting
  - B. Names of members present and absent
  - C. A record, by individual member, of each vote taken by the public body
  - D. The verbatim dialog of all matters proposed, discussed, or decided by the public body
8. **Which of these is not a requirement for electronic meetings?**
  - A. Adoption of a resolution, rule, or ordinance governing the use of electronic meetings by the public body
  - B. Always have an anchor location where the public may attend
  - C. Give public notice of the electronic meeting in accordance with State Code
  - D. Except for a unanimous vote, all votes shall be taken by roll call
9. **Which of these would NOT be a public meeting regulated by OPMA?**
  - A. A chance gathering in the grocery store
  - B. A social gathering at the City's holiday party
  - C. Liberty Fest when a quorum of the public body are in attendance
  - D. All of the above
10. **What must be included on an agenda?**
  - A. Reasonable specificity about topics to be considered
  - B. Dress code for the meeting
  - C. Action Items
  - D. Pledge of Allegiance

Answers: 1.C 2.A 3.A 4.D 5.D 6.B 7.D 8.B 9.D 10.A

**Board of the Preliminary Municipality of Echo Canyon, Utah**

Resolution # 2026-R-\_\_\_

DATE: February 12, 2026

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT FOR MUNICIPAL RECORDER/CLERK SERVICES AND APPOINTING RACHEL STENTA TO THE POSITION.**

WHEREAS, the Preliminary Municipality of Echo Canyon, Utah (“**Municipality**”) is a political subdivision of the State of Utah, duly organized and existing under the laws of the State of Utah;

WHEREAS, pursuant to Utah Code Section 10-3-916, the “**Chair**” of the Echo Canyon, Utah Preliminary Municipality Board (“**Board**”) is authorized and required to appoint a qualified person to the office of recorder, with advice and consent of the Board, and shall use its best efforts to ensure the office of treasurer is not vacant; and

WHEREAS, the Municipality has a need for professional recorder and clerk services to ensure compliance with statutory duties, including the maintenance of official records, preparation for public meetings, and administration of public records requests under the Government Records Access and Management Act (GRAMA), among other tasks; and

WHEREAS, the governing body has determined that securing these services through an independent contractor arrangement is in the best financial and operational interests of the Municipality; and

WHEREAS, Rachel Stenta has been identified as a qualified professional capable of performing the required services, and the Municipality has negotiated the terms of an Independent Contractor Agreement (“**Agreement**”) with her for the provision of such services, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the Board has reviewed the Agreement and finds its terms to be fair, reasonable, and in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Preliminary Municipality Board of Echo Canyon, Utah, as follows:

1. Approval of Agreement. The Independent Contractor Agreement between the Municipality and Rachel Stenta, in the form attached as **Exhibit A**, is hereby approved.
2. Appointment. Rachel Stenta is hereby appointed as the Municipal Recorder/Clerk for the Echo Canyon, Utah effective immediately upon the effective date of this resolution, to

Echo Canyon Resolution for Recorder/Clerk Agreement and Appointment  
February 2026

serve as a political appointee at the pleasure of the governing body and subject to the terms and conditions of the approved Agreement.

3. Severability; Conflicts. If any provision of this Resolution is held invalid, the remainder shall continue in effect. This Resolution supersedes any prior resolutions to the extent of a conflict on the subject matter herein.
4. Effective Date. This Resolution is effective upon adoption.

PASSED, APPROVED, and MADE EFFECTIVE this \_\_ day of February 2026.

**Echo Canyon, Utah**

By: \_\_\_\_\_  
Craig Weston, Chair

**ATTEST**

\_\_\_\_\_  
Acting Clerk/Recorder

**VOTING:**

Craig Weston	Chair of the Board	voting	_____
Thomas Gottlieb	Board Member	voting	_____
Trent Arnold	Board Member	voting	_____
Jonathan Hoffman	Board Member	voting	_____
Melodie McCandless	Grand County Board Member	voting	_____

# INDEPENDENT CONTRACTOR AGREEMENT

## City Recorder / Clerk

This Independent Contractor Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between:

Preliminary Municipality of Echo Canyon, a preliminary municipality organized under the laws of the State of Utah (“**Municipality**”) and Rachel Stenta, an individual (“**Contractor**”).

### 1. Services

The Municipality appoints Contractor as municipal Recorder / Clerk, serving as an independent contractor and political appointee. Contractor shall provide municipal clerk and recorder services customary to Utah municipalities, including but not limited to records management, meeting agendas and minutes, public meeting compliance, ordinances and resolutions, elections support as applicable, and coordination with state agencies. Services shall be performed remotely unless otherwise agreed.

### 2. Term

This Agreement shall commence upon approval of the municipal resolution appointing Contractor and approving this Agreement and shall continue on a month-to-month basis unless terminated as provided herein.

### 3. Compensation

Contractor shall be compensated at a rate of \$50.00 per hour. The Municipality guarantees a minimum monthly payment of \$100.00 regardless of hours worked. Contractor shall submit monthly invoices, and payment shall be made within a reasonable time following receipt.

### 4. Independent Contractor Status

Contractor is an independent contractor and not an employee. Contractor is responsible for all taxes, insurance, and obligations associated with independent contractor status. No employee benefits are provided.

### 5. Political Appointment

The position of City Recorder / Clerk is a political appointment, and Contractor serves at the pleasure of the appointing authority subject to this Agreement.

### 6. Confidentiality

Contractor shall comply with Utah law regarding confidentiality and records, including GRAMA.

7. Termination

Either party may terminate this Agreement at any time upon written notice, provided that unilateral termination by Contractor provide for transfer and other. Contractor shall be compensated for services performed through the effective date of termination.

8. Ownership of Work Product

All records and work product created under this Agreement are the property of the Municipality.

9. Governing Law

This Agreement shall be governed by the laws of the State of Utah.

10. Entire Agreement

This Agreement constitutes the entire agreement and may be amended only in writing signed by both parties.

*[Signature page follows.]*

SIGNATURES

Echo Canyon, Utah

\_\_\_\_\_  
By: Craig Weston  
Title: Chair  
Date: \_\_\_\_\_

Approval as to form:

\_\_\_\_\_  
Municipal Counsel

**Contractor**

\_\_\_\_\_  
Rachel Stenta  
Date: \_\_\_\_\_

**Board of the Preliminary Municipality of Echo Canyon, Utah**

Resolution # 2026-R-\_\_

DATE: February 12, 2026

**A RESOLUTION APPROVING A LEGAL REPRESENTATION AGREEMENT WITH  
MERIDIAN LAND COUNSEL, PLLC FOR MUNICIPAL ATTORNEY SERVICES.**

WHEREAS, the Preliminary Municipality of Echo Canyon, Utah (“**Municipality**”) is a political subdivision of the State of Utah, duly organized and existing under the laws of the State of Utah;

WHEREAS, the Echo Canyon, Utah Preliminary Municipality Board (“**Board**”) has determined that securing professional legal services is essential for ensuring compliance with applicable law, protecting the public interest, and providing sound guidance on municipal affairs;

WHEREAS, the Municipality has a need for professional recorder and clerk services to ensure compliance with statutory duties, including the maintenance of official records, preparation for public meetings, and administration of public records requests under the Government Records Access and Management Act (GRAMA), among other tasks;

WHEREAS, Meridian Land Counsel, PLLC (“**Firm**”) has the requisite expertise and qualifications to provide the necessary legal services to the Municipality and present a Legal Representation Agreement for the provision of such services, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the Board has reviewed the Agreement and finds its terms to be fair, reasonable, and in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Preliminary Municipality Board of Echo Canyon, Utah, as follows:

1. Approval of Agreement. The Legal Representation Agreement between the Municipality and Meridian Land Counsel, PLLC, in the form attached as **Exhibit A**, is hereby approved. Staff, Board members, and the Chair are hereby directed and authorized to take the necessary and appropriate actions triggered by the passage of this resolution.
2. Severability; Conflicts. If any provision of this Resolution is held invalid, the remainder shall continue in effect. This Resolution supersedes any prior resolutions to the extent of a conflict on the subject matter herein.
3. Effective Date. This Resolution is effective upon adoption.

Echo Canyon Resolution for Legal Services  
February 2026

PASSED, APPROVED, and MADE EFFECTIVE this \_\_ day of February 2026.

**Echo Canyon, Utah**

By: \_\_\_\_\_  
Craig Weston, Chair

**ATTEST**

\_\_\_\_\_  
Acting Clerk/Recorder

**VOTING:**

Craig Weston	Chair of the Board	voting	_____
Thomas Gottlieb	Board Member	voting	_____
Trent Arnold	Board Member	voting	_____
Jonathan Hoffman	Board Member	voting	_____
Melodie McCandless	Grand County Board Member	voting	_____

# LEGAL REPRESENTATION AGREEMENT

between

MERIDIAN LAND COUNSEL, PLLC

and

ECHO CANYON

This Legal Representation Agreement (“**Agreement**”) confirms that Meridian Land Counsel, PLLC (“**Firm**”) has been retained by Echo Canyon (“**Client**”) to provide legal services under the terms set forth below. The effective date of this Agreement is December 31, 2025.

Please review this Agreement carefully. If acceptable, Client should execute and return a signed copy to the Firm. A scanned or electronic signature shall be treated as an original. This Agreement supersedes and replaces any prior engagement or representation agreements between the parties relating to these services. If a retainer is required, work may not begin until received by the Firm.

## 1. Scope of Representation

The Firm is retained to provide legal services to the Client as described in **Exhibit A (“Scope of Services”)**, which is incorporated by reference and made part of this Agreement. Any services outside the scope described in Exhibit A will be undertaken only by mutual written agreement.

## 2. Fees and Billing; Retainer

No retainer is required at this time. The Firm’s fees are based on the time spent by attorneys and support staff assigned to the matter at the Firm’s then-current hourly rates. Rates are subject to periodic adjustment, no more frequently than once annually. The Firm may assign personnel as it deems appropriate to provide efficient and cost-effective representation.

The rates effective for the 2026 calendar year for the Client are: Attorneys not to exceed \$300.00 per hour; paralegals not to exceed \$150.00 per hour; and other staff not to exceed \$100.00 per hour.

Invoices are generally issued monthly and are due within thirty (30) days of the invoice date. Unpaid balances may accrue interest at the rate of one and one-half percent (1.5%) per month.

## 3. Costs and Expenses

In addition to attorney fees, Client is responsible for reasonable out-of-pocket costs incurred in connection with the representation. Such costs may include filing and recording fees, expert or consultant fees, electronic legal research, and delivery or mailing services. Routine overhead expenses are included in attorney fees unless otherwise stated.

## 4. Client Responsibilities and Communication

Client agrees to cooperate with the Firm, to provide complete and accurate information, to respond reasonably to requests for direction or materials, and to keep the Firm informed of

relevant developments. Client understands that time spent on communications, meetings, and telephone calls related to the representation is billable, except for inquiries regarding invoices.

The Firm will keep Client reasonably informed about the status of matters and will provide copies of significant correspondence and filings as appropriate.

### **5. No Guarantee of Outcome**

The Firm has made no promises or guarantees regarding the outcome, cost, or timing of any matter. Any discussion of anticipated results or potential costs represents professional judgment only and is not a guarantee of outcome.

### **6. Conflicts of Interest**

The Firm represents other clients. Client agrees that the Firm may represent other current or future clients in matters that are not the same as or substantially related to the Firm's work for Client, even if the interests of those clients may be adverse to Client, provided the representation complies with the Utah Rules of Professional Conduct. The Firm will not represent another client in the same matter or a substantially related matter adverse to Client without appropriate consent.

### **7. Fee Security and Enforcement**

To the extent permitted by law, the Firm's fees and costs are secured by an attorney's lien pursuant to Utah Code Ann. § 38-2-7, or other applicable law. In any action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

### **8. Termination of Representation**

Client may terminate the Firm's representation at any time. The Firm may withdraw as permitted by applicable rules of professional conduct. Upon termination for any reason, Client remains responsible for payment of all fees and costs incurred through the effective date of termination.

### **9. Confidentiality**

Communications between Client and the Firm are generally protected by the attorney-client privilege and applicable confidentiality rules. Client understands that the privilege may be waived if communications are shared with third parties, and that disclosure may be required in limited circumstances as permitted or required by law.

### **10. Governing Law and Venue**

This Agreement is governed by the laws of the State of Utah. Any dispute arising under this Agreement shall be resolved in a court of competent jurisdiction located in Utah, unless otherwise required by law.

Legal Representation Agreement – Meridian Land Counsel, PLLC  
Echo Canyon  
February 12, 2026 – Page **3** of **6**

*[signature page follows]*

**Meridian Land Counsel, PLLC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Jay L. Springer  
Its: Principal Attorney

**Echo Canyon**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Services**

The Firm shall provide legal services to Client as requested and authorized by Client, which may include some or all of the following, depending on Client's needs:

1. **Municipal Services:**

1. Serve as municipal counsel and provide legal advice and interpretation of municipal, state, and federal law as applicable to the Client.
  2. Represent the municipality before administrative agencies and in court proceedings, including conducting legal research, gathering facts, and reviewing relevant documents.
  3. Advise the municipal board, Planning Commission, and other boards or service entities on municipal law, land use, code enforcement, and other matters.
  4. Draft, review, and negotiate ordinances, resolutions, contracts, deeds, leases, development agreements, and other legal documents required for municipal business.
  5. Evaluate, enforce, and advise on development agreements, vested rights, compliance with municipal code, and applicable Utah law, including renegotiation strategies where appropriate.
  6. Conduct or commission title searches and manage real property transactions involving municipality-owned properties.
  7. Attend municipal board and Planning Commission meetings, in person or electronically, and attend additional board or commission meetings as needed to provide legal support.
  8. Monitor and advise on legislative and judicial developments relevant to preliminary municipalities, land use, and local government operations.
  9. Ensure availability of lead and assistant attorneys consistent with the City's public meeting calendar.
  10. Perform additional legal services as reasonably requested or assigned by the City.
2. **Recognition and Coordination with Other Legal Counsel.** This Agreement expressly recognizes that the Client has retained and may subsequently retain other law firms and legal professionals to serve certain roles, including litigation counsel and other specialized providers. This Agreement does not, by itself, supersede or replace any existing agreements. As applicable, the Firm will coordinate other attorneys and firms retained by the Client and will endeavor to establish a clear scope of work and avoid duplication of efforts.

Legal Representation Agreement – Meridian Land Counsel, PLLC

Echo Canyon

February 12, 2026 – Page **6** of **6**

Services not expressly described above, or that materially expand the scope or nature of representation, will be undertaken only upon Client's request and the Firm's agreement in writing.