

GALLIAN WELKER, L.C.
965 East 700 South – Suite 305
St. George, UT 84790 (435) 628-1682

LEGAL SERVICE FEE AGREEMENT

Client: Town of Rockville Date: May 4, 2022

Attorney: Matthew Ekins File: _____

1. **SERVICES:** The attorney shall handle the following matter for the client, performing the indicated services:
General Representation
2. **POWER OF ATTORNEY:** Client empowers attorney to proceed with the handling of this matter and authorizes him and his delegates to do all necessary to represent him herein.
3. **CONFIDENTIALITY:** Attorney shall do all in his power to protect confidential disclosures.
4. **COUNSEL:** Attorney agrees to explain the laws pertinent to Client's problem, the available course of action and the relative merits of each.
5. **CASE PROGRESS:** Attorney agrees to notify Client promptly of any significant developments and to send Client copies of documents received or produced relating to his/her case.
6. **PAYMENT:** Client shall make an initial deposit of \$ n/a. Client shall maintain a trust balance of \$ _____. Attorney is hereby authorized to disburse funds held in trust as fees are earned or costs incurred.
6. **LEGAL FEES:** Client agrees to pay attorney for services rendered as specified. Client agrees to pay attorney on an hourly basis at the rates in effect when the work is performed. The Attorney's hourly rate presently in effect is \$250 per hour. The paralegal, legal assistant hourly rate is \$120.00 per hour.
7. **COSTS & EXPENSES:** Court costs and other expenses shall be advanced and paid by Client. In the event Attorney advances any costs or incurs expenses, Client shall immediately reimburse attorney. Costs and expenses typically include: filing, recording, service and reporter's fees and telephone, photocopying, mileage charges, etc.
9. **LIEN:** Attorney has a lien upon Client's cause of action or counterclaim to secure payment of legal fees and costs. Pursuant to Utah Code Ann. § 38-2-7, Attorney has a lien on any real, personal, or intangible property that is the subject of or connected with work performed for Client, and Attorney is authorized to file a notice of lien confirming Attorney's lien rights.
10. **PAYMENT TERMS:** Attorney shall bill Client monthly. Client agrees to pay statements within 15-days after receipt. Accounts over 20-days past due shall bear interest at 1.5% per month (18% annual percentage rate) from initial statement date. In the event attorney shall be required to use their time to collect amounts due from client, client agrees to pay all costs of collection and reasonable attorney's fees at attorney's then prevailing rates.

11. **ELECTRONIC COMMUNICATIONS AUTHORIZATION:** Recognizing and acknowledging the risks inherent in communicating by electronic means, including by unencrypted email, Client nonetheless authorizes Attorney to communicate and to transmit important documents by email to client at the following email address:
- _____rockville@rockvilleutah.org_____.
12. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
13. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY:** If any provision of this Agreement is held, in whole or in part, to be unenforceable, the remainder of that provision and of the entire Agreement will remain in effect.
14. **DISCLAIMER OF GUARANTEE:** Attorney makes no promises or guarantees about the outcome of the representation or of the, and any comments about the outcome of the matter are expressions of opinion only.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES.

DATED this _____ day of _____, 2022.

ATTORNEY: _____
Matthew D. Ekins, Manager

CLIENT:

Town of Rockville

By: _____

Its: _____