

Attorney-Client Engagement Agreement

Definitions

- i. Client: Town of Alpine
- ii. Matter: Annexation
- iii. Firm: Jackson Hole Law, P.C.

- I. An initial deposit of legal fees (attorney fees, costs, etc.) in the amount of \$0 is to be paid by the Client before representation commences. This deposit shall bind the Firm not to take a fee from or represent any other person involved in this matter.
 - a. The deposit will be placed in the Firm's IOLTA trust account. The Firm may apply the deposit against legal services performed for the client, including costs and expenses incurred by the Firm.
 - b. The Client agrees to keep a minimum of \$0 in the Firm's IOLTA trust account at all times. At the conclusion of this Matter, the Firm shall return the remaining balance of the Client's deposit(s).
 - c. The Firm's hourly rate for legal services is \$325.00 per hour.
 - i. The Client shall receive additional billing for any legal fees and costs that exceed the Client's initial deposit.
 - ii. Any travel required by the Firm, shall include the Firm's hourly rate, which includes any costs and expenses incurred in connection with such traveling.
 - 1. Costs for traveling by vehicle shall include the standard federal per diem rate.
 - iii. Black & White Copies shall be billed at \$0.10 per copy
 - iv. Color Copies shall be billed at \$0.50 per copy.
 - 1. Note: Client is responsible for reimbursing the Firm for any copies made by a third party.
- II. Billing will be submitted to the client monthly and will be due and payable upon receipt.
 - a. Failure to pay monthly billings will the permit the Firm, at its option, to terminate its representation and withdraw as counsel.
- III. During the course of representation, the Firm may, at its option, require the client to pay additional sums to be applied against anticipated legal services and costs to be rendered and incurred.
 - a. Failure to pay such additional sums when requested shall allow the Firm, at its option, to terminate representation and withdraw as counsel.
- IV. The hourly time charges of the firm include, but are not limited to:
 - a. Court appearances, telephone conferences, office conferences, legal research, preparation for and attendance at depositions, review of file materials, and documents sent or received;
 - b. Preparation for trials, hearings, and conferences with other counsel;
 - c. Travel time (1/2 hourly rate-\$167.50 hr.);
 - d. Administrative Work (\$100.00 hr.);
 - e. Drafting of pleadings, instruments, correspondence, office memoranda, etc.;
 - f. Investigation, including interviewing witnesses and potential witnesses;
 - g. Subpoenaing documents;
 - h. Preparation for mediation and time spent in mediation; and,
 - i. Any other time spent on the Client's matter.

- V. The Client agrees to assume and pay for the Firm's out-of-pocket costs incurred in connection with this Matter. For example:
- a. filing fees, witness fees, mileage, sheriff's fees, expenses of depositions, investigative expenses, expert witness fees, copy costs, printing costs, and other expenses incidental to the representation of the Client.
- VI. The Firm makes no representations that the opposing party will contribute to the Client's legal fees.
- a. Should the Court or a settlement agreement stipulate that the opposing party shall pay for the Client's attorney fees and/or legal fees, the funds received by the Firm shall be credited against the Client's final bill.
- VII. The Client agrees to cooperate with the firm in all respects in relation to this Matter, including but not limited to:
- a. Completely and accurately disclosing to the Firm all facts related to the Matter;
 - b. Providing the Firm with copies of all papers and documents related to the matter; and,
 - c. Allowing the Firm to conduct all negotiations related to the matter.
- VIII. The Client agrees to fully cooperate with the Firm and not to do anything which would compromise the attorney's professional ethics.
- IX. Any accounts which are not paid in full within 30 days shall bear interest on the unpaid balance at the rate of 10% per annum.
- a. The charging of this interest shall in no way be deemed a waiver by the Firm of its right to withdraw as provided above or as a waiver of its right to withdraw as counsel under any other justifiable circumstance.
 - b. Any fees or costs billed to the Client and remaining unpaid for 30 days shall be cause for termination of this agreement by the Firm and commencement of legal proceedings to collect the same. In the event such collection procedures become necessary, the Client agrees to pay the Firm all reasonable costs of such collection, including, but not limited to attorney's fees.
 - c. Client's unpaid balance shall not accrue interest should the Firm and the Client agree upon a set payment plan in writing signed by both the Firm and the Client. Should the Client fail to make timely payments, interest shall begin to accrue on the outstanding balances.
- X. The Client understands that the Firm's retention and the fees charged are limited to the work to be done in this Matter. The course of representation shall conclude at the time of dismissal or entry of a final order, judgment, or decree.
- XI. The Firm makes no warranties, representations or guarantees regarding the favorable outcome, results, or successful termination of the case.
- XII. If there is a fee dispute during the course of the attorney-client relationship or at the conclusion of the attorney-client relationship, then the Client and the Firm agree to arbitrate such dispute before an agreed upon arbitrator and if no such arbitrator can be agreed to then each party shall pick one arbitrator, and the selected arbitrator shall pick a third arbitrator, and then the arbitration shall be conducted by all three arbitrators with the Client and the Firm shall share the costs of such arbitration equally. The arbitration shall be binding upon both the Client and the Firm.
- XIII. The Client agrees to fully cooperate in the prosecution of the Matter including:
- a. Returning phone calls, providing necessary information upon request, treating all staff courteously, informing the Firm when they are canceling an appointment and rescheduling the appointment in a timely manner, keeping all accounts paid to date, and otherwise fully assisting in the prosecution of their claim.
 - b. If the Client refuses or fails to cooperate in the prosecution of the Matter, then the Firm retains the right to notify the Client of its decision to terminate the relationship and the Client agrees to pursue the matter independently or pursue locating a new attorney to represent them and to fully pay their account due prior to the Firm releasing the Client's file to the new firm or to the Client.

I have read the above agreement and acknowledge that I fully understand the obligations and expectations set forth.

Town of Alpine

Name:

Title: