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**SNOW CALDWELL BECKSTROM & WILBANKS, PLLC**

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# EMPLOYMENT AND FEE AGREEMENT

**CLIENT'S NAME:** *Town of Apple Valley, a Utah municipal corporation*

**FILE NO.:** *03030.01*

**DEFINITIONS:** "Firm" or "Law Firm" means *Snow Caldwell Beckstrom & Wilbanks, PLLC*  
"Client" means: *Town of Apple Valley*  
"Attorney" means: *Heath H Snow, Esq.*

**MATTER:** In consideration of Client's engagement of Law Firm, Client and Firm hereby agree that the Firm will provide legal representation of Client for the following matter:

*General Legal Representation of the Town of Apple Valley*

## FEES & COSTS

In return for legal representation by Firm, Client agrees to pay to Firm all attorney fees, expenses and costs together with interest that are in any way connected in representing Client in the above matter. It is understood and agreed by Client that the Firm has the sole discretion to determine which attorney may assist on Client's case and that the bill to be rendered by Firm is based on the novelty and difficulty of the matter, the time needed to perform the service or the hourly time charge, the value of the service performed or the value of the legal product produced, the amount of damages, the time limitations imposed by Client and other circumstances, including but not limited to the results obtained.

## HOURLY RATE

The hourly rate of the Attorney initially working on Client's case is **\$275.00**, but Client understands that the Firm may employ the assistance of other attorneys, paralegals and legal assistants as it deems necessary to complete the functions requested by Client. The hourly rate for other attorneys assisting the Client will be to **\$275.00** per hour and the hourly rate for paralegals and legal assistants working on this matter will be up to **\$165.00**. Client specifically agrees that these rates may increase from time to time. Client will receive notice of rate changes in the form of the monthly billings.

## PAYMENT TERMS

Client has made an initial payment of **\$0.00** for the reservation of the exclusive services of the Firm, the Attorney, and the Firm's associate attorneys, paralegals and legal assistants ("Retainer"). The Retainer will be applied towards payment of any fees or costs due the Firm under this Agreement. The Firm will send statements to Client monthly. Client agrees to pay the statements within fifteen (15) days after receipt. Accounts over 30 days past due will bear interest at 1.5% per month (18% ANNUAL PERCENTAGE RATE) from the initial statement date. All payments shall be made to the Firm at its address in St. George unless designated otherwise by the Firm. If it becomes necessary for the Firm to make collection efforts to collect fees and costs under this agreement (including if a judgment is obtained against client in a civil action), client agrees to pay the Firm's time in collection efforts based on hourly rates. Payments are applied first to collection costs (if any), then to interest, then to costs and expenses, then to fees. Any funds of Client in the Firm's possession for whatever reason, may be applied by the Firm towards any fees and

costs owed by Client that is more than 30 days past due. Clients may pay their monthly statements or initial retainer with a credit card, however, the Firm charges a three percent (3%) uniform convenience fee on all credit card transactions.

**COSTS AND EXPENSES**

Client agrees to assume and pay for all costs and expenses incurred by Firm in connection with this matter, including but not limited to filing fees, witness fees, mileage, sheriff's and constable fees, expenses of depositions, investigative expenses, expert witness fees, copy & printing costs, long distance telephone charges, postage, and all other expenses incurred in representation of Client. All such costs are owed to the Firm over and above the attorney fees to be charged. A schedule of Fees and Costs is attached to this Agreement as Exhibit A, and is incorporated herein by this reference.

**CLIENT COOPERATION REQUIRED**

Client agrees to keep Firm advised at all times of known threatened claims or pending claims being made against Client. Client agrees to cooperate in providing the Firm with access to and copies of all documents, agreements, minutes, recordings and records of Client upon request. Client agrees to comply with all reasonable requests made of Client in connection with the Firm and the Attorney's representation of the Client in general municipal matters. Client shall further cooperate in all respects in relation the Firm and the Attorney's provision of legal services to Client, including, but not limited to, completely and accurately disclosing to the Attorney or representatives of the Firm and allowing the Attorney or representatives of the Firm to conduct all negotiations related to said representation. Upon conclusion the Attorney's appointment as the Town Attorney, it is understood that Client thereafter will be responsible for taking possession of all of Client's documents provided to Firm by Client and that Firm will not be responsible for maintaining or storing the same.

**MEDIATION PROVISION FOR FEE DISPUTES**

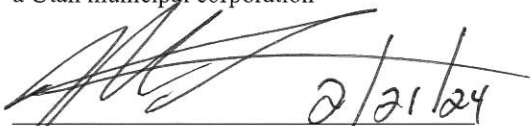
It is expressly agreed that all contests or claims of any kind arising between Firm, its agents or employees and Client, whether such claims be legal or equitable in nature, and including but not limited to claims for the value of services rendered or quality of services performed by firm shall, upon the written request by either Firm or Client, be subject to mediation pursuant to the Utah Uniform Mediation Act (Utah Code Ann §78B-10-101 *et seq.* (1953 as amended)). The location for mediation and all actions to resolve claims between Firm and Client shall be in Washington County, State of Utah.

**CLIENT'S ACKNOWLEDGEMENTS**

Client acknowledges receiving a copy of this Employment and Fee Agreement. Client has read and fully understands each and every term of this Employment and Fee Agreement and agrees to each and every term contained in it, and understands that this is a contract between Firm and Client. This Employment and Fee Agreement is governed by the laws of Utah, including procedural rules and defenses such as the statute of limitations.

**CLIENT:**

**TOWN OF APPLE VALLEY,**  
a Utah municipal corporation

  
Mike Farrar, Mayor 2/21/24  
Date

**FIRM:**

**SNOW CALDWELL BECKSTROM &  
WILBANKS, PLLC,** a Utah Professional LLC

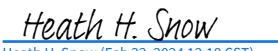
  
Heath H. Snow (Feb 22, 2024 12:18 CST)  
Heath H. Snow, Managing Partner Date

EXHIBIT A

## SCHEDULE OF FEES & COSTS

### PROFESSIONAL FEES (HOURLY)

Attorney (Partner)	\$275.00
Attorney (Associate)	\$275.00
Paralegal	\$165.00
Legal Assistant	\$135.00

### MISCELLANEOUS FEES

Filing Fees	Actual cost
Service of Process Fees	Actual cost
Court Reporter Fees	Actual cost
Private Investigator Fees	Actual cost
Title/Escrow Fees	Actual cost
Engineering Fees	Actual cost
Credit Card Payment Convenience Fee	3% of total transaction

### MISCELLANEOUS COSTS

Copies	\$.20 per page
Facsimile (incoming)	\$.30 per page
Facsimile (outgoing)	\$.50 per page
Postage	Actual cost
Postage (overnight-express)	Actual cost
Online Legal Research (Westlaw)	\$40.00 session (10 min or longer)
Online Searches (Pacer/XChange, etc)	\$15.00 per search
Mileage	\$.55 per mile
Other Travel Costs	Actual cost