

ATTORNEY-CLIENT FEE ENGAGEMENT AGREEMENT

This document (the "Agreement") is the written fee engagement agreement between Melissa P. Anderson, Law Offices, PLLC ("Counsel" or "law firm") and the Village of Lazy Lake ("Client").

1. **CONDITIONS.** This Agreement will not take effect, and Counsel will have no obligation to provide legal services, until a signed copy of this Agreement is executed by all parties.

2. **SCOPE OF SERVICES.** The Client is hiring Counsel to provide legal services and assistance regarding Village legal matters.

3. **CLIENT'S DUTIES.** The Client agrees and acknowledges that they have a duty to cooperate with undersigned counsel, to keep Counsel informed of developments, to keep in contact with undersigned counsel, to abide by this Agreement, to pay all invoices on time and to keep Counsel advised of the Clients' current addresses, and telephone numbers. The Client acknowledges this understanding by signing below.

4. **PROFESSIONAL FEES.** Charges for professional services rendered will be by the hour at the prevailing rates for time spent on your matter by the law firm's legal personnel. Counsel will charge client an hourly rate of \$230 (Two Hundred and Thirty Dollars). The Client will be charged for the time spent on telephone calls relating to this matter, including, but not limited to, telephone conferences with the Client, document review, preparation of pleadings and correspondence, attendance at meetings, and legal research. It is understood that Melissa P. Anderson, Esq. will be the primary attorney responsible for this matter. In the event the Client has any questions regarding the activity or the charges as reflected on the invoices, Client shall contact Counsel in writing within ten (10) calendar days of receipt of an invoice.

5. **FEE RETAINER.** A fee retainer **is not** required for this engagement. At Counsel's discretion, a fee retainer may be requested by Counsel at any time during Counsel's representation of Client.

6. **COSTS AND OTHER CHARGES.** The law firm may incur various costs and expenses on Client's behalf in performing legal services under this Agreement. The Client agrees to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include process servers' fees, fees fixed by law or assessed by courts and other agencies, filing fees, court reporters' fees, long distance telephone calls, messenger and other delivery fees, excessive postage, retrieval of closed files from off-site storage, if requested, photocopying and other reproduction costs, and other similar items.

A cost retainer **is not** required for this engagement. At Counsel's discretion, a cost retainer may be requested to expedite payment for messengers, overnight delivery, court reporter and similar charges. Should the retainer for costs be depleted, Counsel may periodically request that the Client deposit additional funds to replenish the cost retainer.

7. **BILLING STATEMENTS.** Periodic statements will be sent for fees and costs incurred. Each statement will be due within 30 days of its date. If a statement has not been paid within thirty (30) day from its date, the law firm may impose an interest charge of 1.25% per month from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

8. **DISCHARGE AND WITHDRAWAL.** The Client may discharge the law firm at any time. The law firm may withdraw with the Client's consent or for good cause. Good cause includes a breach of this Agreement, the Client's refusal to cooperate with the law firm or to follow advice on a material matter or any fact or circumstance that would render the law firm's continuing representation unlawful or unethical. At the conclusion of all services, all unpaid charges will immediately become due and payable. After the services conclude, the law firm will, upon your request, deliver a file to you, along with any funds or property of yours in the law firm's possession.

Client acknowledges that the law firm represents several governmental agencies and special districts. In the event of a conflict, the law firm shall have the right to resolve such conflict as it deems fit, including withdrawal, consistent with the applicable Rules of Professional Conduct.

9. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in statements to the Clients will be construed as a promise or guarantee about the outcome of any matter associated with this engagement including the outcome of any pending or future litigation.

10. **CONFLICTS OF INTEREST.** Counsel has no conflicts of interest that prevent Counsel from representing the Client. This Agreement creates an attorney/client relationship only between the law firm and the Client. Therefore, Client agrees that this engagement does not create an attorney/client relationship between the law firm and any business entities with which the Client is affiliated unless subject to a separate engagement Agreement. The Client will not provide the Firm with any confidential information about any of its other subsidiaries or affiliates, and the Firm will not provide services to the Client's subsidiaries or affiliates unless the Firm represents such subsidiary or affiliate. The Client agrees that Counsel's representation of the Client will not create any conflicts of interest in the event that other clients of the Firm are adverse to a subsidiary or affiliate of the Client (unless that subsidiary or affiliate also is represented by the Firm).

11. **EFFECTIVE DATE.** This Agreement will take effect once the Clients have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date the law firm first performed services. The dates at the end of this Agreement are for

reference only. Even if this Agreement does not take effect, the Client will be obligated to pay the reasonable value of any services the law firm may have performed for the Client.

I have read and understand the foregoing terms agree to them as of the date Counsel first provided services. If more than one party signs below, we each agree to be liable, jointly and severally, for all obligations under this Agreement.

MELISSA P. ANDERSON,
LAW OFFICES, PLLC

Melissa P. Anderson, Esq.

VILLAGE OF LAZY LAKE

By: Mayor Richard Willard