

TOWN OF LEEDS
RESOLUTION NO. 2013-08

RESOLUTION APPROVING LEGAL SERVICES AGREEMENT

WHEREAS, the Town of Leeds is in need of legal services; and

WHEREAS, the Town of Leeds has received and reviewed a proposal for legal services from Gary G. Kuhlmann & Associates, PC.

NOW, THEREFORE, at a meeting of the Leeds Town Council duly called, noticed and held on the 11th day of December, 2013, and upon motion duly made, seconded and passed as set forth below:

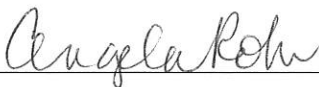
BE IT RESOLVED that the Legal Services Agreement between the Town of Leeds and Gary G. Kuhlmann & Associates, PC attached hereto is hereby approved and the Mayor is authorized to sign such agreement.

ROLL CALL VOTE:

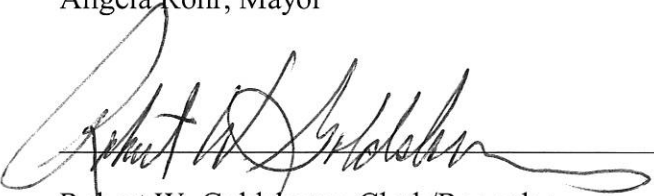
	Yea	Nay	Abstain	Absent
MAYOR: ANGELA ROHR	✓	_____	_____	_____
COUNCILMAN: FRANK LOJKO	✓	_____	_____	_____
COUNCILMAN: WAYNE PETERSON	✓	_____	_____	_____
COUNCILMAN: JOE ALLEN	✓	_____	_____	_____
COUNCILMAN: NATE BLAKE	_____	_____	_____	✓

Dated this 11th day of December, 2013

ATTEST:



Angela Rohr, Mayor



Robert W. Goldsberry, Clerk/Recorder

LEGAL SERVICES AGREEMENT

THIS AGREEMENT dated as of December 17th, 2013, is hereby made by and between the Town of Leeds, a Utah municipal corporation (hereinafter referred to as "Town"), and Gary G. Kuhlmann & Associates, PC (hereinafter referred to as "Attorney"):

WITNESSETH:

WHEREAS, the Town is in need of legal services; and

WHEREAS, Attorney is able to provide the legal representation for the Town as desired by the Town.

NOW THEREFORE, the parties hereto agree as follows:

1. Legal Services. Town does hereby engage Attorney to perform legal services as needed and requested by the Town during the term of this Agreement. Attorney agrees to provide legal advice and representation to Town on all matters, and attend Town meetings, all as requested by the Town.
2. Fees and Costs. For services rendered to the Town on matters for which Town is directly responsible for payment, the Town agrees to pay Attorney for such services at the rate of \$125.00 per hour for attorney time and \$65.00 per hour for paralegal or law clerk time. For legal services rendered in relation to litigation or administrative proceedings, Town agrees to pay Attorney for such services at the rate of \$160.00 per hour for attorney time and \$80.00 per hour for paralegal or law clerk time. For legal services provided to the Town on matters for which another person may be responsible for payment or reimbursement to the Town, Attorney's rate shall be \$200.00 per hour for attorney time and \$90.00 per hour for paralegal or law clerk time. Attorney, paralegal and law clerk billing rates shall be subject to negotiation each year as part of the Town's annual budgeting process. Time for attorney, paralegal and law clerk services shall be billed in one-tenth of an hour increments, with a minimum of two-tenths of an hour. Charges for copies made in Attorney's office will be billed at \$0.10 per page and faxes shall be billed at \$0.25 per page, sent or received. Filing fees, litigation costs, other copying costs, service of process fees, deposition fees, witness fees, title report fees, appraisal fees, delivery fees, recording fees, other similar fees or costs, and mileage and travel-related expenses shall be the responsibility of Town. Attorney may require Town to advance any costs if they are quoted to Attorney in advance, to pay such costs directly, or to reimburse Attorney promptly for such costs after they are provided and billed to Attorney. Mileage will be billed at the allowed IRS rate as set from time to time. Attorney shall not bill for mileage going to and from the Town for meetings but the time spent in such travel shall be subject to Attorney's hourly rates. Fees and costs will be billed to Town on a monthly basis. All monthly invoices are due and payable upon receipt. A delinquency charge of one and one-half percent per month will be assessed on all unpaid balances due more than 15 days from the date of the invoice.
3. Attorney Office. Attorney shall maintain an office in Washington County, Utah and shall be properly licensed to practice law in the state of Utah.

4. Term and Termination. This Agreement shall remain in effect at the pleasure of either party and may be terminated by either party without cause by such party providing sixty (60) days written notice to the other party.

5. Breach of Agreement. In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover its costs and attorney fees incurred in enforcing the terms hereof.

6. Authorized Agreement. Each party hereby represents and warrants that its governing body has taken all action as required by law to approve this Agreement and to authorize execution of this Agreement on behalf of that party.

7. Miscellaneous Provision.

a. This Agreement shall be governed by and construed under the laws of the State of Utah.

b. This Agreement may be amended from time to time by mutual written agreement between the parties.

c. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

d. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party.

e. Town acknowledges and agrees that it has not received any advise from Attorney regarding the terms or effect of this Agreement and has been advised to seek independent review of this Agreement by counsel of its choosing, and Town acknowledges that it executes this Agreement after availing itself of the opportunity to review this Agreement and the effect thereof with its chosen counsel or knowingly and voluntarily elects to forego such review.


IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

TOWN



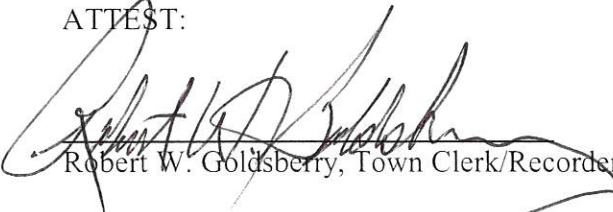
Angela Rohr, Mayor

GARY G. KUHLMANN & ASSOCIATES, PC



Gary G. Kuhlmann, President

ATTEST:



Robert W. Goldsberry, Town Clerk/Recorder