

**TOWN OF LEEDS, UTAH
RESOLUTION #2017-01**

**A RESOLUTION APPROVING AN AMENDMENT TO A
CONTRACT FOR LEGAL SERVICES FOR THE TOWN**

WHEREAS, the Town of Leeds (“Town”) has been using the legal services of Turner & Kuhlmann, PLLC; and

WHEREAS, it has become necessary to amend the terms of the current Legal Services Agreement to adjust the fees charged to the Town.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town that the existing Legal Services Agreement with Turner & Kuhlmann, PLLC is hereby amended as attached hereto.

This Resolution is made, voted upon and passed by the Town Council of the Town at its meeting on the 22nd of February, 2017, by the following vote of its members:

Mayor Wayne Peterson	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Councilperson Ron Cundick	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Councilperson Angela Rohr	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Councilperson Elliott Sheltman	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Councilperson Nate Blake	Aye <input type="checkbox"/>	Nay <input type="checkbox"/>

This Resolution is effective on February 22, ~~2017~~ 2017.

Dated this 22nd day of February, 2017.



Wayne Peterson, Mayor

ATTEST:



Kristi Barker, Town Clerk

LEGAL SERVICES AGREEMENT

THIS AGREEMENT dated as of February 22, 2017, is hereby made by and between the Town of Leeds, a Utah municipal corporation (hereinafter referred to as "Town"), and Turner & Kuhlmann, PLLC (hereinafter referred to as "Attorney"):

WITNESSETH:

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

WHEREAS, Attorney has been providing the legal representation for the Town as desired by the Town; and

WHEREAS, it has become necessary for Attorney to raise the fees being charged under the existing Legal Services Agreement with the Town.

NOW THEREFORE, the parties hereto agree that paragraph 2 of the existing Legal Services Agreement is amended as follows:

1. "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 \$160.00 per hour for attorney time and \$80.00 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 \$190.00 per hour for attorney time and \$95.00 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 \$220.00 per hour for attorney time and \$100.00 per hour for paralegal or law clerk time. Any time spent with regard to bonding where the Town is the Issuer of bonds and the Attorney acts as Issuer's counsel, shall be billed on a percentage basis based upon the amount of the bonds being issued. A charge of one-fourth of one percent shall be applied and paid for any bond amounts up to and including \$2,000,000.00, with a minimum amount of \$2,500.00 being due. An additional fee of 0.0015 percent shall be added to bonds from \$2,000,001.00 to and including \$4,000,000.00. An additional fee of 0.0010 percent shall be added to bonds above \$4,000,001.00. Attorney, paralegal and law clerk billing rates shall be subject to negotiation each year as part of the Town's annual budgeting process. With the exception of amounts billed in relation to bonds issued by the Town, or as otherwise agreed by the parties, 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 being charged for any item. 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. The fee rates shall be applied to all time billed to the Town beginning February 1, 2017, and continuing until otherwise agreed by the parties hereto."

2. 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.

3. 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.

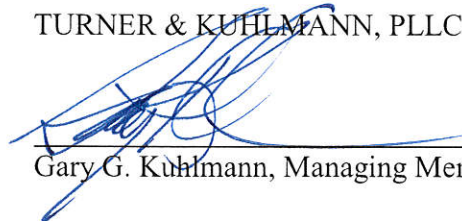
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

TOWN



Wayne Peterson, Mayor

TURNER & KUHLMANN, PLLC



Gary G. Kuhlmann, Managing Member

ATTEST:

A handwritten signature in cursive script that reads "Kristi Barker". The signature is written in black ink and extends to the right with a long, thin horizontal stroke.

Kristi Barker, Town Clerk/Recorder