

## ATTORNEY-CLIENT FEE CONTRACT

This Attorney-Client Fee Contract, hereinafter "Contract," is entered into by and between Broadwater County, hereinafter "Client," and Browning, Kaleczyc, Berry & Hoven, P.C., hereinafter "Attorney."

1. **Conditions.** Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Contract.

2. **Scope and Duties.** Client hires Attorney to provide legal services in connection with the new vendor agreement for the management of the Silos Recreation Area. Attorney shall provide legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client agrees to be truthful with Attorney, to cooperate with Attorney, to keep Attorney informed of developments, abide by this Contract, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone number and whereabouts.

3. **Legal Fees.** Client agrees to pay for legal services at the following rates:

\$250/hour	-	Partners
\$190/hour	-	Associates
\$100/hour	-	Paralegals

Attorney charges in minimum units of one-tenth hours.

4. **Costs and Expenses.** In addition to paying legal fees, Client shall reimburse Attorney for costs and expenses incurred by Attorney, including, but not limited to fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, in-office reproduction at 20 cents per page, parking, mileage at the current rate per mile permitted by Internal Revenue Service rules and regulations (as of 1/1/2020 that amount equaled 57.5 cents per mile), investigation expenses, consultants' fees and other similar items. Client authorizes Attorney to incur all reasonable costs.

5. **Statements.** Attorney shall send Client monthly statements for fees and costs incurred. Client agrees to pay Attorney's statements within 30 days after each statement's date. A finance charge of 1% per month will be assessed on all balances outstanding 60 days after the statement mailing date. Client may request a statement at intervals of no less than 30 days. Upon Client's request, Attorney will provide a statement within 10 days.

6. **Discharge and Withdrawal.** Attorney and Client agree an effective working relationship is essential throughout the course of representation. If Client becomes dissatisfied with Attorney's services at any point, Client agrees to timely bring the concern to the Attorney's attention. If not resolved after discussion, Client may terminate representation by Attorney. Attorney may terminate representation as permitted or required by law. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or

any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical. After written notice, Client's failure to pay or make deposits when due to Attorney are causes that will result in terminating services by Attorney. Termination by either Client or Attorney must be in writing.

Regardless of who terminates Attorney services or why, Client remains responsible for the payment of any fees earned as well as any expenses incurred through the date of termination. If legal action by Attorney is necessary to collect amounts due, Client agrees to pay all reasonable costs of collection, including interest, expert witness and attorneys' fees. If a money judgement is rendered in Client's favor in a matter in which Client has unpaid charges due Attorney, Client agrees to a lien on that judgement for any unpaid fees or costs.

7. **Conclusion of Services.** When Attorney's services conclude, all unpaid charges shall become immediately due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any Client funds or property in Attorney's possession.

8. **Disclaimer of Guarantee.** Nothing in this Contract and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

9. **File Retention Policy.** It is the policy of the law firm to keep closed files for seven years. At that time, Client will be contacted to determine whether Client wishes to receive the contents of the file. If not, the closed file will be destroyed.

10. **Effective Date.** This Contract will take effect when Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date Attorney first provided services. Even if this Contract does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

BROWNING, KALECZYC, BERRY & HOVEN, P.C.  
800 North Last Chance Gulch, Suite 101  
Post Office Box 1697  
Helena, MT 59624  
(406) 443-6820

By \_\_\_\_\_  
Steve T. Wade

Date \_\_\_\_\_

Broadwater County

\_\_\_\_\_ (insert address)

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_