

## **AGREEMENT FOR BOULDER TOWN LEGAL SERVICES**

This Agreement is between Michael Winn, an attorney licensed by the Utah State Bar Association, hereinafter referred to as Attorney, and Boulder Town, a political subdivision of the State of Utah, hereinafter referred to as Town.

Town hires Attorney to provide legal services pertaining to advising the Town, its subdivisions, employees, and agents and representation of each involving litigation.

### **1. Compensation**

Town does hereby engage Attorney to perform services as legal counsel as set forth herein and shall pay Attorney the sum of Twelve Hundred and Fifty-One Dollars (\$1,250) per month during the term of this agreement.

In addition to the compensation set forth, the Town will pay for all costs and expenses incurred by Attorney including, but not limited to, costs of transcripts, witness fees, investigatory costs, and other extraordinary expenses. Attorney agrees to consult Town before incurring any additional costs or fees.

Attorney shall be responsible for paying all other expenses necessary to perform the required services.

Upon a showing of critical need, Attorney may request additional funding for extraordinary unforeseen expenses which may arise during the term of this agreement.

It is specifically understood that Attorney will accept no other payment for work provided under this agreement, other than that compensation provided in the agreement under this section. In the event a court orders restitution from any person for attorney fees and costs, all such restitution shall belong to the Town.

When Attorney services conclude, all unpaid charges are due and payable immediately.

Parties agree Attorney is entitled to any fees and expenses related to collection efforts.

### **2. Term**

Town agrees to pay the above compensation beginning July 1, 2024, and monthly thereafter, through the expiration of this agreement. Parties agree the term of this agreement shall be twelve (12) months beginning July 1, 2024, through June 30, 2025, both dates inclusive

Parties agree this contract may be renewed from year to year as provided by law upon written agreement of both parties.

### **3. Termination**

Termination for Cause. This agreement may be terminated for cause by either party upon providing seven (7) calendar days written notice. The parties agree that failure to comply with any term of this agreement constitutes cause and is grounds to terminate the agreement. The

parties agree that a previous failure to enforce any provision of this agreement does not constitute a waiver of the right to subsequently enforce that provision or any other provision.

Voluntary Termination without Cause. Either party may terminate this agreement without cause by giving the other party ninety (90) calendar days written notice. If notice is so given, this agreement shall terminate upon the expiration of the 90 calendars days and the liability of the parties hereunder for the further performance of the terms of this agreement shall thereupon cease.

Transition. In the event of termination, Attorney agrees to cooperate with successors including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information, and materials to the successor.

#### **4. Notice**

Any notice required by this agreement shall be given in writing addressed to the following unless otherwise designated in writing.

FOR THE TOWN:

Boulder Town Clerk  
351 N 100 E  
Boulder, UT 84716

FOR THE ATTORNEY

Michael Winn  
949 South Petra Rosa Drive  
PO Box 750021  
Torrey, UT 84775

#### **5. Default**

If either party defaults in the performance of the agreement or any of its covenants, terms, conditions, or provisions, the defaulting party shall pay all costs and expenses including reasonable attorney fees, which may arise or accrue from enforcing the agreement or from pursuing any remedy provided by law.

#### **6. Governing Law**

This agreement is governed by the laws of the State of Utah.

#### **7. Discrimination**

Attorney assures that Attorney and Attorney's associates, agents, or subcontractors will comply with all applicable civil rights laws, including Title VII of the Civil Rights Act of 1964, as amended, and that no person shall on the grounds of race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of this agreement, or be otherwise subjected to discrimination under this agreement.

**8. Private Practice**

Attorney may represent private clients or accept additional contracts with other government entities so long as such representation does not interfere with Attorney’s obligations under this agreement or create a conflict of interest in the representation of clients or the Town.

**9. Indemnification**

Attorney agrees to hold Town harmless from all damages, loss, or injury County may suffer or be held liable for as a result of the conduct of DEFENDER or as a result of this agreement.

**10. Dispute Resolution**

Any disputes regarding this agreement shall first be submitted to non-binding mediation. If mediation is unsuccessful in resolving the dispute, parties agree to submit the dispute to binding arbitration pursuant to the rules of the American Arbitration Association.

**11. Entire Agreement**

The parties agree that this agreement constitutes their entire agreement and any changes or modifications must be agreed to in writing by both parties and approved by the Town Legislative Body in a public meeting. This agreement replaces any prior unexpired agreements between the parties.

---

Boulder Town Mayor

Date

---

Attorney

Date