

Attorney Fee Agreement

Hourly Fee

TOWNSHIP of Saline ("TOWNSHIP"), of 5731 Braun Rd, Saline, MI 48176 and CASTLEBERRY & LUCAS ("ATTORNEYS"), of 7577 US 12, Ste A, Onsted, Michigan 49265, agree as follows:

1. **Employment of Attorneys.** The TOWNSHIP retains and employs ATTORNEYS to represent the TOWNSHIP in connection with all TOWNSHIP matters referred to the ATTORNEYS by the TOWNSHIP.
2. **At Will Service.** ATTORNEYS agree and understand that they serve at the will and pleasure of the TOWNSHIP board. They may be terminated at any time and the only claim they will have for compensation is to be paid for the work he performed prior to the date of termination.
3. **Compensation of ATTORNEY.** For services rendered and to be rendered by ATTORNEYS, the TOWNSHIP agrees to pay ATTORNEYS fees calculated on the basis of time expended at an hourly rate of \$200.00 with a minimum billing segment of two-tenths (0.2) of an hour. Time is charged for work performed on behalf of the TOWNSHIP whether it takes the form of in-person attendance at court proceedings, meetings, telephone consultations, preparing or reviewing correspondence, research, drafting pleadings, negotiations, discussions with third parties, travel on the TOWNSHIP's behalf or any other service performed on behalf of the TOWNSHIP. ATTORNEYS shall bill the TOWNSHIP on a monthly basis. The TOWNSHIP shall pay the amount shown as due on each bill within 10 days from the receipt of each statement.
4. **Payment of Costs and Expenses.** In addition to paying fees for services, TOWNSHIP is responsible for and agrees to pay all out-of-pocket costs and expenses that ATTORNEYS incur in representing the TOWNSHIP. These costs and expenses include filing fees and other court costs, fees for witnesses and costs for depositions and transcripts, expenses for investigations on the claims, costs for reproducing documents (when paid to a third party), expenses for travel, and costs for expedited mailing. Such costs and expenses shall be billed to and paid by the TOWNSHIP together with ATTORNEYS' fees stated in paragraph 2.
5. **No Estimate of Total Bills.** ATTORNEYS operate from the premise that it is their duty to help the TOWNSHIP minimize legal expenses. However, the TOWNSHIP understands that as it relates to any particular matter for which the ATTORNEYS are presenting the TOWNSHIP, the ultimate amount of fees, costs, and expenses is a factor of nature and of the complexity of any matter for which the ATTORNEYS are representing the TOWNSHIP. It cannot be estimated or determined in advance how long it will take to complete any particular matter, nor can it be determined in advance what amount of ATTORNEYS' time will be expended or what amount of costs and expenses will be incurred in the investigation, analysis, settlement,

and/or preparation of the case. ATTORNEY will, however, work with the TOWNSHIP and advise the TOWNSHIP on how best to minimize legal expenses while protecting the TOWNSHIP's interests.

6. **Attendance at Meetings.** The TOWNSHIP understands and agrees that ATTORNEYS will not, as a matter of course, attend TOWNSHIP meetings, unless requested to do so by the TOWNSHIP.
7. **Authorized Contacts.** To help minimize expenses to the TOWNSHIP, the TOWNSHIP shall identify those persons with whom the ATTORNEYS are authorized to communicate regarding the TOWNSHIP's matters.
8. **No Guaranty.** ATTORNEYS have not made and will not make any promises or guaranties concerning the potential outcome of any future litigation in which the ATTORNEYS are representing the TOWNSHIP. If ATTORNEYS are involved in any litigation on behalf of the TOWNSHIP, ATTORNEYS will keep the TOWNSHIP advised of the progress of such litigation and provide the TOWNSHIP with their best legal advice on how best to proceed in such litigation. At no time will ATTORNEYS ever settle any litigation in which they represents the TOWNSHIP without the TOWNSHIP's prior consent and approval.
9. **Entire Agreement.** This Agreement constitutes the full understanding of the parties. There are no other prior written or oral agreements between the parties concerning the subject matter of this Agreement, and any prior Agreements are merged in and superseded by this Agreement.
10. **File Retention.** Under the ATTORNEYS' record retention plan, the TOWNSHIP's file will be disposed of two (2) years after representation of the TOWNSHIP concludes unless the TOWNSHIP requests, in writing, that any documents be returned. No additional notice will be provided.
11. **Modifications.** This Agreement may only be modified in writing and signed by both the TOWNSHIP and ATTORNEYS.

Dated: February 14, 2024

TOWNSHIP OF SALINE


By: _____
Its: Supervisor

Dated: February 14, 2024

CASTLEBERRY & LUCAS


Frederick Lucas