

# GILBERT, HUFFMAN, PROSSER, HEWSON & BARKE, LTD.

## ATTORNEYS AT LAW

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JOHN G. GILBERT (1912-1989)  
EVERETT PROSSER (1916-2002)

December 3, 2014

### ATTORNEY-CLIENT FEE CONTRACT

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into by and between Union County ("Client") and Rhett T. Barke on behalf of Gilbert, Huffman, Prosser, Hewson & Barke, Ltd. ("Attorney").

- 1. CONDITIONS.** This Contract will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
- 2. SCOPE AND DUTIES.** Client hires Attorney to provide legal services for Client. These services shall consist of representation of Client's interests in labor relation matters as assigned and directed by the County and any other services agreed to between Client and Attorney. Attorney shall provide said legal services, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, 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. DEPOSIT.** If Client deposits any sums with Attorney in advance of charges for legal services accruing, such sums shall be deposited in a trust account as security for and will be used to pay costs and expenses and fees for legal services. Client hereby authorizes Attorney to withdraw sums from the trust account to pay the costs and/or fees Client incurs. Any unused deposit at the conclusion of Attorney's services will be refunded. Client agrees to pay any fees, costs and expenses not covered by the amounts deposited into the trust account upon receipt of a statement as set forth in paragraph 6, below. A security retainer deposit is not required.
- 4. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Attorney's prevailing rates, for time spent on Client's matter by Attorney's legal personnel. Attorney's current hourly rates are: All attorneys: \$165.00, Paralegals/Law Clerk: \$70.00, Support Staff: \$50.00, with such charges billed in minimum units of .2 hours. These hourly rates may be increased periodically at the discretion of the Attorney, and upon notice to the Client, and the applicable hourly billing rates are those in effect at the time that the services are performed. If Client declines to pay any increased rates, Attorney has the right to withdraw as Client's attorney. Attorney and/or Paralegal will charge Client for the time spent relating to Client's matter, including but not limited to conferences, telephone calls, notes and/or instructions to other attorney or paralegal involved in the case, document drafting, correspondence, negotiations, legal research and time spent in travel. Attorney will charge for

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all other activities necessary to provide the agreed upon legal services to Client. No estimates have been given concerning the time necessary to perform any services. Client understands that any figures given, whether verbally or in writing, are estimates only, and are based solely on information known to Attorney at the time of the estimate. All estimates, written or oral, are supplied for information only and are not quotations of fees. All charges for services rendered are to be paid for as set forth in this Agreement, irrespective of their relationship to any estimates Attorney may have made or may make in the future.

**5. COSTS.** In addition to paying legal fees, Client shall reimburse Attorney for all costs and expenses incurred by Attorney, including but not limited to fees fixed by law or assessed by public agencies, long distance telephone calls and facsimiles, messenger and other delivery fees, postage, in-office photocopying at \$.20 per page, parking, mileage (currently 55.5¢/mile), and other similar items. Client authorizes Attorney to incur all reasonable costs reasonably necessary in Attorney's judgment.

**6. STATEMENTS AND PAYMENTS.** Attorney shall send Client monthly statements for fees and costs incurred, any amounts applied from the deposit to any prior statements, and any current balance owed. If no fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month unless a statement is requested by you. The statements are due when received, and you agree that you will notify us in writing within 7 days of the date of statement of any objection to the statement. You further agree that unless we are so notified by you of a dispute regarding the amount of the statement, you consent that the amount of the statement becomes our property and consent to the transfer of such amount from our trust account into our firm's business account. You further agree that if you object only to a portion of the statement, you approve payment of the remainder on the foregoing terms, without waiving your questions or concerns regarding the portion not paid, or in dispute. Unless prior arrangements are made for an extended payment and the total amount due is not paid within ten days of receipt of the bill, then interest will be charged at the rate of 1.5 percent per month on the unpaid balance, compounded monthly (to the extent permitted by law) on any sums not paid within thirty (30) days of the initial date of the unpaid statement. Generally, an extended payment schedule will require a minimum payment equal to 1/3 of all fees then outstanding, plus all of the costs incurred during the prior month to be paid on or before the 10th of each month. If extended payment arrangements are made, Client understands that all sums shall be paid in full no later than 90 days after the legal services are rendered. If Client is unable to pay the entire amount when due, Client agrees that he/she will contact Attorney and arrange for payment.

**7. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. 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. When Attorney's services conclude, all unpaid charges shall become immediately due and payable. After Attorney's services conclude, and upon payment in full, Attorney will, upon Client's request, deliver Client's file to Client along with any Client funds or property in Attorney's possession.

**8. DISPUTE RESOLUTION.** If any dispute arises between Client and Attorney with regard to any matter covered by this Agreement, Attorney and Client agree that each will negotiate and attempt to resolve the dispute with the other in an amicable fashion.

9. **CLIENT FILES.** In the course of our representation of you, we are likely to come into possession of copies or originals of documents or other materials belonging to you or others (collectively, "materials"). Once the particular matter to which those materials relate has been concluded, this firm will have no further responsibility to maintain such materials. If you have not sought the return of such materials within five years of the closing of the matter to which such materials relate, we will thereupon have the right to destroy such materials.

10. **DISCLAIMER OF GUARANTY.** 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.

11. **EFFECTIVE DATE OF CONTRACT.** This Contract will take effect when Client performs the conditions stated in Paragraph 1, but is retroactively effective to the date Attorney first provided services. The date at the beginning of the Contract is for reference only. 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.

Gilbert, Huffman, Prosser, Hewson & Barke, Ltd.

BY: \_\_\_\_\_

I/We have read and understood the foregoing terms and agree to them, as of the date Gilbert, Huffman, Prosser, Hewson & Barke, Ltd. first provided services. If more than one party signs below, we each agree to be liable, jointly and severally, for all obligations under this Contract.

Client:  \_\_\_\_\_

Address: \_\_\_\_\_ 309 W. Market \_\_\_\_\_

\_\_\_\_\_ Jonesboro, IL 62952 \_\_\_\_\_

Telephone: \_\_\_\_\_