

# ASHBURN & MASON P.C.

## LAWYERS

Laura C. Dulic • Matthew T. Findley • Benjamin J. Farkash • Eva R. Gardner • Rebecca E. Lipson  
Donald W. McClintock III • Jeffrey W. Robinson • Michael S. Schechter • Ashley K. Sundquist • Thomas V. Wang  
of Counsel Julian L. Mason III • A. William Saupe

## ATTORNEY-CLIENT FEE AGREEMENT

We, Ashburn & Mason, a Professional Corporation, agree to provide legal services to you, Kenai Peninsula Borough (“Client”), on the terms set forth below:

1. Scope of Service. We have been engaged to provide legal services in connection with an HR investigation, the preparation of a confidential report to the Borough’s Risk Management Committee, and, if required, the defense of any claims that might arise out of the subject matter being investigated. Our principal point of contact shall be Borough Attorney Sean Kelley.
2. Client’s Duties. You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this Agreement, to pay our bills on time, and to keep us advised of your address, telephone number, and whereabouts. You also agree to keep our attorney-client communications confidential, meaning you will not share our advice or correspondence with other individuals without first consulting us. This is for your protection to ensure that our communications remain subject to attorney-client privilege.
3. Retainer. In this case, we have waived the retainer requirement because of your undertaking to keep current on our monthly bills, reserving the right, however, to request one in the future. We normally require a retainer before beginning work for a new client. Any retainer we receive will be placed in our client trust account for application against future billing for fees and costs.
4. Hourly Rates. The billing rate for general services rendered by Thomas Wang in connection with your file will be \$350.00 per hour. Other attorneys in the firm may occasionally work on your case, which will be reflected on the statements you receive. Shareholders are billed at \$350.00 to \$550.00 per hour, associates at \$300.00 to \$350.00 per hour, and legal assistants at \$125 to \$150.00 per hour. Work is billed and recorded in tenths of an hour.

All time spent by our attorneys and legal assistants in connection with your file is billable in accordance with this Agreement. In addition to meetings, research, and document preparation, such time would include time spent waiting in court, time spent in travel, time on the telephone, email correspondence and time spent in office conferences among the personnel handling this matter. When such personnel engage in office

Attorney-Client Fee Agreement  
[Between Ashburn & Mason, P.C., and Kenai Peninsula Borough]

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conferences, each person will charge for his or her time expended.

5. Costs and Expenses. Our hourly rates do not include various items of costs or any out-of-pocket expenses that it may incur, such as the costs of depositions, travel, retaining expert witnesses, photocopying (at the rate of \$.20 per copy), long distance telephone calls, postage, computerized legal research, messenger service, preparation of exhibits, fees or charges for filing instruments with or obtaining documents from courts and public agencies, and any other reasonable and appropriate costs.

You expressly acknowledge that we are not obliged to advance any costs that may be incurred in this representation, although we may at our discretion advance relatively minor costs such as telephone, postage, and copying. If, however, representation of you requires depositions, travel, or the hiring of expert witnesses, we will not be responsible for furnishing funds to procure such services on your behalf. You must provide the funds yourself.

6. Billing Statements. We will bill you for all work performed under this Agreement. Our statements for services and costs are typically provided on a regular monthly basis. The billing will usually include charges through the end of the preceding billing period, and you will receive it in the mail shortly after the end of the billing period. The bill shows the dates on which the work was performed, who performed it, and a description of the work. You should be aware that there is occasionally a delay between the time that we incur a cost on your behalf, and the time that we are billed for this cost. Costs are billed to you only after we have been billed. Please note that flat-fee work may be billed in increments or at the completion of the work, rather than monthly.
7. Late Charges and Collection Costs. Our statements are due upon presentation. We add a late charge of .875% per month (10.5% per year) for any statements which are more than 30 days past due.
8. Fee Shifting including Alaska Rule 82. In the event that you do not prevail in any lawsuits filed or defended pursuant to the terms of this Agreement, the court may award partial attorney's fees (under Alaska Rule of Civil Procedure 82 or another applicable rule, statute, or contractual provision), as well as costs, to the other side. You will be liable for payment of those fees and costs. If a money judgment is obtained against you, Rule 82 fees will ordinarily be calculated as a percentage of the judgment, with the exact percentage depending on the amount of the judgment and the stage of the litigation at which it was obtained. If the opposing party prevails but does not obtain a money judgment, the prevailing party is ordinarily entitled to a percentage of their actual

attorney's fees. The court may vary the method of calculating an attorney's fee award if it determines that a variance is warranted.

If you are the prevailing party in litigation, you may be entitled to an award of costs and fees in your favor.

9. No Financial or Tax Advice. We will not provide tax guidance on your transactions. We will not provide due diligence services in connection with any transaction, meaning we will not evaluate whether the transaction is a financially prudent decision. You are reminded to seek review of all transactions by your certified public accountant.
10. Discharge and Withdrawal. You may discharge us at any time by giving us written notice. We may withdraw as your attorney at any time by giving you written notice, subject to the requirements of the Alaska Rules of Professional Conduct. Your compliance with the terms and conditions of this Agreement is an important condition of our continued representation. Upon conclusion of our services, all unpaid charges will immediately become due and payable. We will deliver to you any funds or property of yours in our possession. We will, upon request, deliver a copy of your file to you.
11. Disclaimer of Guarantee. Nothing in this Agreement should be construed as a promise or a guarantee as to the outcome of any matter or trademark registration application. We cannot make any such promises or guarantees. Our comments about the likely outcome of this matter are expressions of opinion only.
12. Maintenance of File. You agree that, once our services in this matter have been completed and following termination of our professional relationship, the firm shall not be required to maintain any papers, records, files, or other writings relating to this matter for more than 10 years. Upon the expiration of 10 years after termination of this relationship, you agree that we will be free to destroy the file and records.
13. Fee Arbitration. Alaska Bar Rules 34 to 42 provide a procedure for resolving any fee disputes which may arise between attorneys and their clients. Arbitration pursuant to these rules is mandatory for an attorney when commenced by a client.
14. Potential Insurance Coverage. Client is advised to explore potential coverage under any insurance policies that may apply and will advise the Firm promptly of any such potentially applicable coverage.

ASHBURN & MASON P.C.

15. Start of Work. We are prepared to start work with the understanding that a signed copy of this Agreement will be forthcoming.

ASHBURN & MASON  
A Professional Corporation

DATED: 2022-07-14

By: s/Thomas V. Wang

CLIENT: Kenai Peninsula Borough

DATED: 2022-07-14

s/Sean Kelley

By: Sean Kelley, Borough Attorney

Address: 144 N. Binkley St., Soldotna, AK 99669

Phone Number: 907-714-2120

Email: skelley@kpb.us; \*please send billing to: cbalser@kpb.us

*We will use this e-mail address for all communications, including billing, unless otherwise directed. Please ensure that you provide a reliable, private e-mail address.*

*\*Billing\*: cbalser@kpb.us (Cynthia Balser, Legal Assistant)*