

This Attorney/Client Contract for Representation and Professional Services ("Contract") is entered into on this _____ day of April, 2014, by and between Missouri Association of Public Administrators ("MAPA") and Elizabeth Hodges, Esquire of Hodges Law Group, ("HLG").

1. CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until this Agreement is approved by MAPA and MAPA returns a signed copy of this Agreement.

2. SCOPE AND GENERAL DUTIES

MAPA retains HLG to provide legal services in connection with representing MAPA in their work. Duties include but are not limited to: maintaining an understanding and awareness of the various laws, rules and statutes that dominate the municipal setting; providing feedback, information and answers related to the Sunshine Law, Social Security, the Veterans Administration, Medicare, Medicaid, Probate and the Department of Mental Health; provide warnings as changes in the law occur and help organization implement changes as they occur; attend meetings and training sessions and, when necessary, provide insight and clarifications regarding what has been presented. MAPA expressly acknowledges that HLG has no obligation to represent, defend or otherwise give MAPA any advice, counsel or assistance in any other matter outside of or beyond said scope except as expressly set out in a new attorney-client agreement between MAPA and HLG or an additional writing amending this Contract. HLG is not obligated under this Contract to represent MAPA in any appeal of a ruling or decision involving or implicating the matter described in said scope to any higher court or other adjudicatory authority except as expressly set out in a new attorney-client agreement between MAPA and HLG or an additional writing amending this Contract. HLG shall provide those services reasonably required to represent MAPA, and shall take reasonable steps to keep MAPA informed of the progress of the requested legal work and shall respond within a reasonable time to inquiries made by MAPA.

3. RETAINER

MAPA will deposit with HLG funds in the amount of \$2,000 dollars (\$) as MAPA's retainer with HLG at the time of execution of this Contract. Funds from this retainer, which shall be maintained by HLG in the Client Trust Account, shall be applied by HLG against fees and costs billed to MAPA in accordance with Section 7 below. Notwithstanding the foregoing, HLG may immediately apply funds from MAPA's retainer against any and all fees for work performed in advance of the making of this Contract, and may further directly pay from retainer to a third party any costs, such as, without limit, filing fees, charges for service of process and the like, incurred by MAPA in connection with MAPA's representation by HLG. HLG may elect, at its sole option and in its sole discretion, to require MAPA to deposit additional monies into retainer on thirty (30) days notice to MAPA. Any balance of retainer monies remaining at the conclusion of the representation contemplated hereunder shall be promptly refunded by HLG to MAPA.

4. LEGAL FEES

HLG will charge, and MAPA agrees to pay for representation and legal services provided by the HLG at the rate of one hundred seventy-five dollars (\$175) per hour. HLG will charge for time expended on behalf of MAPA in minimum units of one-tenth (.1) hours, which is six (6) minutes.

5. COSTS AND EXPENSES

MAPA shall reimburse Firm for all costs and expenses incurred in the course of MAPA's representation by Firm, including, but not limited to, the following:

Computerized legal research (Westlaw, other on-line)	\$25.00 per hour, or actual cost if greater
Court reporters' fees	Actual cost
Delivery service (FedEx, etc.)	Actual cost
Electronic transfers	Actual cost
Expert witness fees	Actual cost
Fees fixed by law or assessed by courts or other agencies	Actual cost
Investigation expenses	Actual cost
Messenger, courier and other "by hand" delivery fees	\$10.00 per delivery, or actual cost if greater
Parking	Actual cost
Photocopying	
In-office	\$.15 per page
Out of office photocopying	Actual cost
Process servers' fees	Actual cost
Postage	Actual cost

Any costs and expenses not listed above will be billed to MAPA at the amount paid by HLG in obtaining or providing them. HLG will notify MAPA of any expenditure prior to making it. Approval of said expenditure may be approved via email. HLG reserves the right, from time to time and at its sole option, to establish or change amounts for costs and expenses on thirty (30) days written notice to MAPA. HLG further reserves the right, from time to time and at its sole option, to require prepayment of any cost or expense contemplated in this Section.

6. BILLING STATEMENTS

HLG shall send MAPA monthly itemized statements for fees and costs incurred in connection for any hourly work performed. The itemization will include separate time entries for each day billable work is done and separate entries for each major or non-routine item of cost. Minor cost items such as photocopies, postal, delivery and courier charges will be aggregated as of the last day of the billing period.

7. PAYMENT OF FEES AND COSTS BY MAPA

MAPA will promptly pay the balance due as shown on the current statement. Costs and

fees shall be assessed first against any retainer paid by MAPA, and HLG may withdraw such funds from its trust account on the date of the statement to MAPA reflecting such costs and fees without requirement of further notice to MAPA. MAPA shall be considered to have promptly paid a statement balance if payment of the entire balance due and payable shall have been received by HLG within thirty (30) days of the date of the statement reflecting said balance. Any statement not paid promptly by MAPA in accordance with the foregoing shall give HLG good cause for any and all actions with regards to MAPA that are necessary and appropriate, to include, without limit, the imposition of reasonable interest charges and withdrawal from representation of MAPA per Section 8 following. HLG may, in its sole discretion, commence charging interest at the rate of one percent (1%) per month or portion of a month on any balance with HLG that is in excess of sixty (60) days past due beyond the statement date. In the event there is litigation regarding the collection of fees, HLG shall be awarded all reasonable attorneys' fees and costs in connection with such action.

8. TERMINATION OF CONTRACT

a. By MAPA. MAPA may discharge HLG at any time. In such event, HLG shall prepare and present MAPA with a final statement reflecting the total balance due on concluding its representation efforts on behalf of MAPA. MAPA shall have thirty (30) days from the date of such statement to pay the balance due. Any balance remaining unpaid after thirty (30) days shall provide HLG good cause to take any and all action reasonable and appropriate with regard to MAPA in securing the balance remaining due.

b. By HLG. HLG may withdraw with MAPA's consent, or for good cause. Good cause includes any material breach by MAPA of this Contract and expressly includes, without limit, nonpayment of legal fees after demand for payment by HLG or MAPA's refusal to cooperate with HLG or follow HLG's advice on a material matter or matter of law.

c. Discharge or Withdrawal When HLG has Appeared. MAPA expressly acknowledges the understanding that, if HLG shall have entered an appearance as MAPA's attorney-of-record before a court or other adjudicatory authority, said court or tribunal retains final authority as to whether HLG shall be permitted, as appropriate under the circumstances, to be discharged or to withdraw, and until such time as an order providing for such is entered, HLG is legally required and obligated to continue to represent MAPA in the matter. MAPA further acknowledges MAPA's understanding and agreement that, pending approval of any such motion for discharge or withdrawal, MAPA is and remains obligated for attorney's fees and costs in connection with all work done by HLG through the time of receipt by HLG of the order granting the motion.

d. On Completion of Representation. This Contract shall terminate automatically when all matters pertaining to the representation set out in section 2 above have been completed by HLG. On such event, HLG, in its sole discretion, may send MAPA a file closing letter, but any failure by HLG to send such a letter shall not have any bearing on the conclusion of the representation. MAPA expressly acknowledges that HLG has no obligation to represent, defend or otherwise give MAPA any advice, counsel or assistance in any other matter outside of the representation set out in section 2 except as expressly set out in a new attorney-client agreement between MAPA and HLG. MAPA further acknowledges that every situation involving legal

representation is unique, and the agreement by HLG to any particular term or condition in this Contract does not obligate HLG to extend the same or a similar term or condition in any other attorney-client agreement between MAPA and HLG.

e. Copying of MAPA File. Following termination of MAPA's representation by HLG under this Contract for any reason whatsoever, should MAPA request MAPA's file, or should any other person or entity request MAPA's file on MAPA's behalf, MAPA agrees to pay prior to delivery of the file the cost of copying the file at either HLG's regular rate for copying or, in HLG's sole discretion, the actual cost of having the file copied by a copy service. MAPA understands and acknowledges that HLG's practice is to send any file in excess of fifty (50) pages out to a copy service following such a request for copying.

9. DISCLAIMER OF GUARANTEE

Nothing in this Contract and nothing in HLG's statements to MAPA shall be construed to be a promise or guarantee about the outcome of MAPA's matter, as described in Section 2 above. MAPA expressly acknowledges HLG has made no such promises or guarantees to MAPA. HLG's comments with regard to any possible outcome of MAPA's matter prior to actual resolution are necessarily speculative in nature, and MAPA relies upon any such comments at MAPA's sole risk, subject to HLG's ethical obligations to MAPA in this regard.

11. VENUE

This Contract shall be governed by the laws of the State of Missouri. MAPA expressly acknowledges Missouri shall be the venue for any and all proceedings arising under, or as a result of, this Contract.

12. MODIFICATION

Any modification to this Contract shall be in writing.

13. EFFECTIVE DATE

This Agreement will take effect when MAPA has performed the conditions stated in Paragraph I, but its effective date will be retroactive to the date HLG first provided services. Even if this Agreement does not take effect, MAPA will be obligated to pay HLG the reasonable value of any services HLG may have performed for MAPA.

14. FULL EXPLANATION AND UNDERSTANDING; ENTIRE AGREEMENT

MAPA expressly acknowledges being informed by HLG that entering this Contract imposes substantial obligations on MAPA. MAPA further acknowledges that HLG has offered MAPA the opportunity to have any and all provisions of this Contract fully and carefully explained to MAPA and that, if such explanation was requested, HLG did in fact make such full and careful explanation. MAPA further acknowledges that MAPA was offered the opportunity to review this Contract at MAPA's leisure and/or with any third person with whom MAPA would see fit to

consult and that, if such opportunity was requested, HLG did in fact allow MAPA to do so. MAPA finally acknowledges that MAPA fully understands and comprehends each and every provision of this Contract, and that this Contract represents the entire agreement between HLG and MAPA in connection with the legal services provided to MAPA by HLG as described in Section 2 above.

MAPA, by the signature first appearing below, hereby agrees to the terms, provisions and requirements of this Contract.

Accepted by MAPA at _____, _____ this _____ day of April 2014.

By: _____

Accepted by Elizabeth Hodges this _____ day of April 2014.

By: _____
Elizabeth Hodges