

# **LEGAL SERVICES AGREEMENT**

## **1. IDENTIFICATION OF PARTIES**

This agreement, executed in duplicate with each party receiving an executed original, is made between McMurchie Law Firm hereinafter referred to as ALaw Firm,@ and Golden West Community Services District, hereinafter referred to as AClient.@

This agreement is required by California Business and Professions Code Section 6148 and is intended to fulfill the requirements of that section.

## **2. LEGAL SERVICES TO BE PROVIDED**

The legal services to be provided by Law Firm to Client are as follows: General legal services as requested by Client.

## **3. RESPONSIBILITIES OF LAW FIRM AND CLIENT**

Law Firm will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client inquiries and communications. Client will be truthful and cooperative with Law Firm, keep Law Firm reasonably informed of developments and of Client=s address, telephone number, and whereabouts, and timely make any payments required by this agreement.

## **4. ATTORNEY FEES**

Client will pay Law Firm for attorney fees for the legal services provided under this agreement at \$245.00 per hour for the services of David W. McMurchie, and \$230.00 per hour for the services of Vicki E. Hartigan. Law Firm will charge in increments of one-tenth of an hour, rounded off for each particular activity to the nearest one-tenth of an hour. The minimum time charged for any particular activity will be one-tenth of an hour. Some activities such as telephone calls (.1) and letters (.1) have a minimum professional charge regardless of the actual time spent.

Law Firm will charge for all activities undertaken in providing legal services to Client under this agreement, including, but not limited to, the following: conferences, court sessions, and depositions (preparation and participation), correspondence and legal documents (review and preparation), legal research, and telephone conversations. When two or more of Law Firm=s personnel are engaged in working on the matter at the same time, such as in conference between them, the time of each will be charged at his or her hourly rate.

If, while this agreement is in effect, Law Firm increases the hourly rates being charged to client generally for attorney fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided 30 days or more after written notice of the increase is mailed to Client. If Client chooses not to consent to the increased rates, Client may terminate Law Firm=s services under this agreement by written notice effective when received by Law Firm, provided Client executes and returns a substitution of attorneys form immediately on its receipt from Law Firm if Law Firm is Client=s attorney of record in any proceeding.

5. **CLIENT=S OBLIGATION TO PAY FEES AND COSTS**

Client will pay all Acosts@ in connection with Law Firm=s representation of Client under this agreement. Costs will be advanced by Law Firm and then billed to Client. Costs include photocopy, facsimile and express delivery expenses, expert fees and expenses, investigation costs, long distance telephone charges, messenger service fees, and process server fees among others.

Law Firm will send client periodic statements indicating attorney fees and costs incurred and their basis and any current balance owed. If no attorney fees or costs are incurred for a particular period, or if they are minimal, the statement may be held and combined with the statement for the following period. Any balance will be paid in full within 30 days after the statement is mailed. Failure to pay fees or costs when due shall be reason for attorneys to cease representation of Client.

6. **DISCHARGE/WITHDRAWAL OF ATTORNEY**

Client may discharge Law Firm at any time by written notice effective when received by Law Firm. Unless specifically agreed by both Law Firm and Client in writing, Law Firm will provide no further services and advance no further costs on the Client=s behalf after receipt of such notice. If, upon such discharge, Law Firm is the Client=s attorney of record in any proceeding, Client will execute and return a Substitution of Attorney form immediately upon its receipt from Law Firm.

Law Firm may withdraw from representing Client at any time but shall notify Client of its withdrawal in sufficient time for Client to obtain other counsel. In the event of such withdrawal from representation by Law Firm, Client agrees to execute and return to Law Firm a Substitution of Attorney form immediately upon its presentation to Client by Law Firm.

It is specifically recognized, agreed and understood by Law Firm and Client that any refusal by the Client to cooperate with Law Firm during the course of this representation justifies withdrawal of Law Firm from the representation of Client.

7. **ARBITRATION OF FEE DISPUTE**

If a dispute arises between Law Firm and Client regarding attorney's fees under this agreement and Law Firm files suit in any Court other than Small Claims Court, Client will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code Section 6200-6206, in which event Law Firm must submit the matter to arbitration.

8. **EFFECTIVE DATE OF THE AGREEMENT**

The effective date of this agreement will be the date when it is executed by the last of the parties to do so. Services performed prior to the effective date by Law Firm shall be governed by the terms and conditions of this agreement as well.

9. **DISCLAIMER OF GUARANTY**

Although attorney may offer an opinion about possible results regarding the subject matter of this agreement, attorney cannot guaranty any particular result. Client acknowledges that attorney has made no promises about the outcome and that any opinion offered by attorney in the future will not constitute a guaranty.

10. **ERRORS AND OMISSION COVERAGE**

Law Firm is insured for errors and omissions coverage.

11. **SEVERABILITY IN THE EVENT OF PARTIAL INVALIDITY**

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

12. **SETTLEMENT**

Law Firm will not settle the Client=s claims or causes of action without the approval of Client, who will have the absolute right to accept or reject any settlement. Law Firm will notify Client promptly of the terms of any settlement offer received by Law Firm.

13. **POTENTIAL LIABILITY FOR LITIGATION COSTS OF ADVERSE PARTY**

It is agreed and understood by Client that in the event litigation is initiated and any adverse party is determined to be a prevailing party, under the law, that Client may be held liable to pay any and all litigation costs or expenses of any adverse party as are awarded by the Court.

14. **ENTIRE AGREEMENT**

This agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties.

GOLDEN WEST COMMUNITY SERVICES  
DISTRICT



Dated: February \_\_\_\_, 2016

By: \_\_\_\_\_

McMURCHIE LAW FIRM

Dated: February \_\_\_\_, 2016

By: \_\_\_\_\_  
DAVID W. McMURCHIE