# ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Artiano Shinoff ("Attorneys"), agree to provide legal services to Fallen Leaf Lake Community Services District ("District" or "Client") on the terms set forth below:

**1. SCOPE OF SERVICES:** The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific services as instructed and we will provide research and advise of specific issues as requested by the President or Vice President of the Board of Directors. We will provide all legal services reasonably requested to represent the District's interest.

**2. CLIENT'S DUTIES:** The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

**3. LEGAL FEES:** The District agrees to pay for legal services as follows:

a. Paralegal services at $120.00 per hour;

b. For general legal services (except relating to public works): Associate attorneys' time at $250.00 per hour; and Senior Counsel/Partner's time at $280.00 per hour;

c. For legal services relating to public works: Attorneys' time at $305.00 per hour.

No fee will be charged for general clerical or secretarial services.

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

**4. COSTS:** All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at $.25 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

**5. NEGOTIATION OF FEES**: Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

**6. ARBITRATION CLAUSE:** Client and Attorneys are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Attorneys to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 *et seq*., and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Attorneys and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200, *et seq*.

**7. ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

**8. DURATION:** This agreement shall be effective for the period of July 1, 2024 through June 30, 2026 and continuing each fiscal year unless terminated by either party, with or without cause.

DATED: _____ FALLEN LEAF LAKE COMMUNITY SERVICES DISTRICT

By:_____
Name:
Title:

DATED: July __, 2024 ARTIANO SHINOFF

By:_____
Paul V. Carelli IV