

Andrew J. McClure, Esquire  
MINASIAN LAW, LLP  
1681 Bird Street  
Post Office Box 1679  
Oroville, California 95965-1679  
Phone: 530.533.2885

### **ATTORNEY-CLIENT FEE CONTRACT**

This Attorney-Client Fee Contract ("Contract") is entered into by and between **SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT**, P.O. Box 88, Chilcoot, California 96105 ("Client") and **MINASIAN LAW, LLP** ("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 Contract.

2. **SCOPE AND DUTIES**. Client hired Attorney to provide legal services related to groundwater management in the Sierra Valley Groundwater Basin and surrounding areas. Within this limited scope of representation, Attorney will provide such services reasonably required to represent Client, 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, and pay Attorney's bills on time.

3. **INSURANCE DISCLOSURE**. Attorney maintains errors and omissions insurance coverage applicable to the services to be rendered.

4. **LEGAL FEES**. Client agrees to pay for legal services at the rate of four hundred five dollars (\$405.00) per hour. Attorney charges in minimum units of .10 hours.

To facilitate our attendance at board meetings in connection within our scope of engagement, our office will charge a travel rate of ninety dollars (\$90.00) per hour for door-to-door travel for up to two regular board meetings per month. Travel to special board meetings, meetings with Client staff, or events other than, or exceeding, two regular board meetings per month, will be charged door-to-door at the hourly rate for legal services (\$405.00 per hour).

These rates are subject to adjustment. Attorney will give written notice of adjustment and new rates will be instituted only after consultation with Client. Client agrees to the allocation of fees, costs, and expenses made by Attorney, and to the payment of said amounts as allocated. Payment shall be due and owing upon receipt of a bill.

5. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorney for all costs and expenses incurred by Attorney, including, but not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, in-office photocopying at \$.20 per page, outgoing facsimile charges of \$1.00 per page, parking, mileage at the IRS approved rate, investigation expenses, consultants' fees, expert witness fees, and other similar items. Client authorizes Attorney to incur all reasonable costs and to hire any investigators, consultants, or expert witnesses reasonably necessary in Attorney's judgment, unless one or both of the clauses below are initialed by Client and Attorney.

\_\_\_\_\_ Attorney shall obtain Client's consent before incurring any cost in excess of \$1,000.00.

\_\_\_\_\_ Attorney shall obtain Client's consent before retaining outside investigators, consultants, or expert witnesses.

6. STATEMENTS. Attorney shall send Client periodic statements for fees and costs incurred. Client shall pay Attorney's statement within thirty (30) days after each statement's date. Client may request a statement at intervals of no less than thirty (30) days. On Client's request Attorney will provide a statement within ten (10) days.

7. DISCHARGE AND WITHDRAWAL. Either Attorney or Client may terminate this contract at any time and without cause upon written notice.

8. CONFLICTS. We are not aware of any clients where our representation would conflict with work for Client. In circumstances (which we don't foresee) where an existing client would develop a conflicting interest, we would inform both clients of such circumstances. If the conflict could not be waived, we would withdraw from representing both clients and would assist you in locating independent counsel.

9. CONCLUSION OF SERVICES. After Attorney's services conclude, Attorney will, on Client's request, deliver Client's file to Client, along with any Client funds or property in Attorney's possession.

10. EFFECTIVE DATE. This Contract will take effect upon the full execution of this Agreement.

11. ENTIRE AGREEMENT. This embodies the entire agreement of the parties. No waiver, alteration, or modification of the terms of this agreement shall be binding unless made in writing and signed by the parties.

ATTORNEY:

MINASIAN LAW, LLP

By  \_\_\_\_\_  
ANDREW J. McCLURE

DATED: August 27, 2024

CLIENT:

SIERRA VALLEY GROUNDWATER  
MANAGEMENT DISTRICT

DATED: \_\_\_\_\_

By \_\_\_\_\_

DATED: \_\_\_\_\_

By \_\_\_\_\_