



**GIANOLA, BARNUM, BECHTEL & JECKLIN** L.C.  
ATTORNEYS AT LAW

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<sup>\*</sup> Also Admitted in PA  
<sup>\*\*</sup> Also Admitted in D.C.  
<sup>†</sup> Of Counsel

### ATTORNEY-CLIENT CONTRACT

Thank you for choosing the law firm of Gianola, Barnum, Bechtel & Jecklin, LC, ("Firm") to represent you in your real estate matters. The terms and conditions of our representation of you are as follows:

1. **Term.** The Firm agrees to accept the representation of the State of West Virginia, specifically the West Virginia Community Advancement and Development Office ("Client") beginning on the full execution of this Agreement, and continuing until terminated in accordance with the terms of this Agreement or upon written notice by either party.

2. **Nature of Representation.** The Firm will represent Client with regard to the following legal matter: real estate transactions stemming from flood disaster recovery, including the Riverview School Building, the Anderson home (case #1146), the Miller home (case #803), the Slater home (case #1440), the Justus home (case #156), and the Washington home (case #102).

The Firm has not been retained by the Client on any other matter. The Firm has no responsibility to Client on any other matter unless specifically agreed to in writing. The scope of our representation is limited to title examinations as well as preparing and filing the documents necessary to purchase these properties, including purchase agreements, deeds, and other closing documents. In the event of further litigation, litigation in a different court, or an appeal from any court or administrative decision, a new engagement contract must be signed by you.

3. **Fees.** For the title examination, preparation of a purchase agreement, preparation of a deed and other closing documents for the Riverview School, client will pay **\$4000.00**. For the title examination, preparation of a purchase agreement, preparation of a deed and other closing documents for residential properties, client will pay **\$3000.00** for each residential property.

Charges for other work or services shall be on an hourly basis. At the time of entry into this contract, the hourly rate for attorneys shall be **\$250.00** per hour. You may also be billed for paralegal time in certain instances. The time billed will be recorded in

increments of six (6) minutes. Billing rates may be increased from time to time without prior notice. You will be billed for all costs incurred.

We will not seek your approval before incurring necessary expense, such as court-required expenses or legal research fees. We will consult with you prior to incurring major expenses, such as obtaining the services of an expert witness or taking depositions. All major expenses must be paid in advance.

For work in addition to the matters listed above, we will bill for all time expended on your behalf, including (but not limited to) drafting documents, drafting correspondence, reviewing and responding to e-mails, reviewing documents, meetings, telephone calls, court appearances, waiting time in court, attendance at depositions, legal research and travel time. If attorney travel is required, you will be billed at the applicable hourly rate for travel time and travel-related expenses, including (but not limited to) mileage, tolls and parking.

**4. Payment of Fees and Expenses.** All legal fees and expenses will be billed monthly. Payment is due upon receipt of your monthly statement. If our representation is terminated by either party for any reason, you will be charged for the work performed on your behalf, as well as for all expenses incurred to the date of termination, including fees and expenses related to our withdrawal as counsel, if applicable. If, upon completion or termination of our representation, any balance of your retainer remaining after payment of all fees, costs and expenses will be refunded to you.

**5. Security interest.** By agreeing to this representation, you also agree to grant Gianola, Barnum, Bechtel & Jecklin, LC, a priority lien and security interest in any advanced retainer paid. This means that any unpaid fees and expenses will be paid first through any retainer that we hold. You further agree to grant us a priority lien, security interest and assignment in any cash settlement or other recovery we may obtain on your behalf. This means that any unpaid fees and expenses will be paid through any cash settlement or recovery if any we obtain if the retainer is insufficient to cover our unpaid fees and expenses. However, if we obtain a cash settlement or recovery on your behalf that is insufficient to cover payment of our fees and expenses, or the recovery is in a non-monetary form, you are still responsible to pay the fees and expenses.

**6. Late Payment.** Client understands that prompt payment of bills is absolutely essential to a sound attorney-client relationship. Client agrees to communicate with Firm if any bill cannot be promptly paid in full. If Client does become in arrears on any bill for services rendered, and client continues to allow Gianola, Barnum, Bechtel & Jecklin, LC, to perform services after falling in arrears, Client waives the right to contend that past services or charges were unwarranted or unreasonable.

It is expected that invoices will be paid within thirty (30) days of receipt. If your account is not paid in full each month, you agree that Gianola, Barnum, Bechtel & Jecklin, LC, and its attorneys, have the absolute right to cease work on your case until the outstanding balance is paid and, if necessary, to withdraw as your counsel.

7. **Communication.** Firm will return telephone calls and answer emails as promptly as possible. Client acknowledges that both the Client's and Firm's schedules may not permit immediate contact.

8. **Client Duties.** Client understands that all pleadings and discovery responses must be supported by facts, and that responses to discovery matters must be provided within time frames established by applicable court rules. Client agrees to cooperate fully, and in a timely manner, to provide such discovery responses. Client also agrees to provide accurate and timely information regarding all finances. Client agrees to timely execute any releases that may be necessary to obtain relevant information regarding the case.

9. **Agreements among Counsel.** Client understands that answer dates, discovery response dates and deadlines are routinely extended or rearranged through agreement of counsel. Client waives any objection to such extensions and agreements among counsel, unless otherwise indicated in writing.

10. **Right to Withdraw.** We reserve the right to withdraw from your case if the following events occur:

- (a) You misrepresent, lie or fail to tell us important facts that are relevant to your case;
- (b) You fail to follow our advice that we believe is in your best interests;
- (c) You insist on taking a course of action that is counterproductive to your case or vindictive;
- (d) You do not make payments required by this agreement or any other subsequent agreement;
- (e) You fail to timely remit the payment of an additional retainer, as may be required in the sole and absolute discretion of the Firm; or
- (f) You engage in any other conduct which is grounds for withdrawal under the Rules of Professional Conduct.

Client may discharge the Firm at any time. Client agrees to pay for any time and costs expended to turn over client file(s) and other information to Client or substitute counsel, as well as paying the account in full.

11. **Client File.** At the termination of representation, Client will be required to take any original documents in the office file. If you choose to leave those documents with us, we reserve the right, and you grant us permission, and the absolute right, to dispose of those documents, including but not limited to, destruction of those documents at any time after the lapse of a five (5) year period from the date our representation of you in this matter ceases, or the matter is concluded, whichever date occurs first in time.


13. **Client Mailing Address.** Client agrees to accept mail at the following address, without restriction:

WV Community Advancement and Development  
1900 Kanawha Blvd., East  
WV Capitol Complex  
Building 3  
Suite 700  
Charleston, WV 25305

Client also agrees to communicate with Firm and other office staff via email at the following addresses, without restriction:

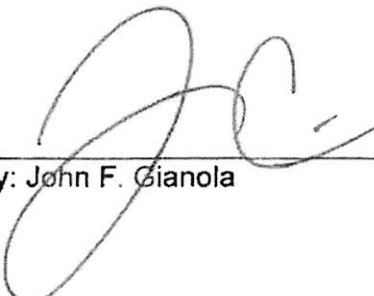
Hannah.Trautwein@wv.gov  
Michelle.D.Tharp@wv.gov

UNDERSTOOD AND AGREED:

  
\_\_\_\_\_  
Jack M. Rife, General Counsel  
Development Office/Community Advancement and Development  
State of West Virginia

4/7/2021  
Date

EMPLOYMENT ACCEPTED: GIANOLA, BARNUM, BECHTEL & JECKLIN, LC

  
\_\_\_\_\_  
By: John F. Gianola

4/6/2021  
Date

Approved as to form this 10th day of

May, 2020

  
Patrick Morrissey, Attorney General

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

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Charleston, WV 25305

Client also agrees to communicate with Firm and other office staff via email at the following addresses, without restriction:

Hannah.Trautwein@wv.gov  
Michelle.D.Tharp@wv.gov

UNDERSTOOD AND AGREED:



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Jack M. Rife, General Counsel  
Development Office/Community Advancement and Development  
State of West Virginia

12/11/2020

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Date

EMPLOYMENT ACCEPTED: GIANOLA, BARNUM, BECHTEL & JECKLIN, LC

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By: John F. Gianola

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Date

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Hannah.Trautwein@wv.gov  
Michelle.D.Tharp@wv.gov

UNDERSTOOD AND AGREED:

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Jack M. Rife, General Counsel  
Development Office/Community Advancement and Development  
State of West Virginia

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Date

EMPLOYMENT ACCEPTED: GIANOLA, BARNUM, BECHTEL & JECKLIN, LC

  
\_\_\_\_\_  
By: John F. Gianola

4/6/2021  
Date