



**GIANOLA, BARNUM, BECHTEL & JECKLIN** L.C.  
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+ Of Counsel

### ATTORNEY-CLIENT CONTRACT: HOURLY FEE

Thank you for choosing the law firm of Gianola, Barnum, Bechtel & Jecklin, LC, (the "Firm") to assist the state of West Virginia with its U.S. Housing and Urban Development Community Development Block Grant and Community Development Block Grant Disaster Recovery funding. 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.** Firm will represent Client as outlined in the West Virginia Attorney General's Request for Proposal #59 and his corresponding Written Determination Appointing Outside Counsel on Behalf of the West Virginia Advancemtn [sic] and Development Office, dated November 13, 2017.

The representation will include reviewing and/or drafting contracts with construction contractors, inspectors, engineers, architects, and other service providers; provide advice on procurement issues; representing the Community Advancement and Development office in litigation; and providing other legal advice or services as needed.

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 advising you regarding this collection matter. In the event of additional litigation or an appeal from any court or administrative decision, a new engagement contract must be signed by you.

3. **Fees.** Charges for services shall be on an hourly basis. At the time of entry into this contract, the hourly rate for partners shall be \$235.00 per hour and the hourly rate for associates or attorneys shall be \$195.00 per hour. You may also be billed for accountant time at \$125.00 an hour and paralegal time at \$75.00 per hour. The time billed will be recorded in increments of six (6) minutes.

Certain legal services, such as title examinations and the preparation of deeds may be provided at flat fees to be agreed upon between Firm and Client prior to being incurred.

Travel will be billed at a rate of \$75.00 per hour plus mileage at a rate of \$0.535 per mile.

You will be billed for all out of pocket expenses incurred, *other than computerized legal research tools such as Lexis Nexis or Westlaw.*

Billing rates may be increased from time to time without prior notice.

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.

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 as mentioned above.

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 to the extent allowed for by law. This means that any unpaid fees and expenses will be paid through any cash settlement or recovery we obtain if the retainer

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

- (a) Client, or its employees, agents, or representatives misrepresent, lie or fail to tell us important facts that are relevant to the legal services we provide;
- (b) Client fails to follow our advice that we believe is in Client's best interests;
- (c) Client insists on taking a course of action that is counterproductive to Client's case, violates the law, or has no other purpose but vindictiveness;
- (d) Client does not make payments required by this agreement or any other subsequent agreement;
- (e) Client fails to timely remit the payment of an additional retainer, as may be required in the sole and absolute discretion of the Firm; or
- (f) Client, or its employees, agents, or representatives 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 three (3) year period from the date our representation of you in this matter ceases, or the matter is concluded, whichever date occurs first in time.

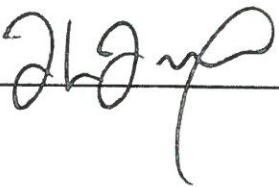
12. **Client Mailing Address.** Client agrees to accept mail at the following address, without restriction:

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, including other office staff, via email at the following addresses, without restriction:

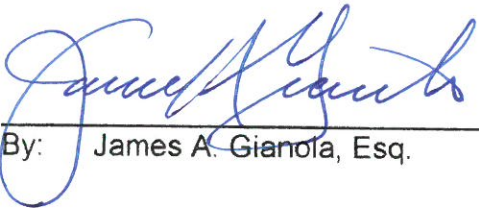
Mary.Jo.Thompson@wv.gov  
Russell.W.Tarry@wv.gov  
Hannah.Trautwein@wv.gov

UNDERSTOOD AND AGREED:

  
\_\_\_\_\_

1/3/18  
Date

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

  
By: James A. Gianola, Esq.

1/3/18  
Date