



LAW OFFICES OF YOUNG, MINNEY & CORR, LLP

SACRAMENTO ■ LOS ANGELES ■ SAN DIEGO ■ WALNUT CREEK

AGREEMENT FOR THE PROVISION OF  
LEGAL SERVICES

BY

**YOUNG, MINNEY & CORR, LLP**

1. **IDENTIFICATION OF PARTIES.** This Agreement, executed in duplicate with each party receiving an executed original, is made between the law office of YOUNG, MINNEY & CORR LLP, hereinafter referred to as "Attorney," and **CLARKSVILLE CHARTER SCHOOL** hereinafter referred to as "Client." This agreement is required by Business and Professions Code Section 6148 and is intended to fulfill the requirements of that section.
2. **LEGAL SERVICES TO BE PROVIDED.** Attorneys agree to provide the following professional services upon request:
  - a. Represent and advise Client on those aspects of law as directed by the Client;
  - b. Prepare legal opinions regarding statutes, court decisions, legislation, and other legal issues;
  - c. Represent the Client before the courts, and other legal and administrative agencies;
  - d. Assist Client in legal matters relating to administration of the Client;
  - e. Perform such other duties as may be assigned by Client in meeting its obligations under the law; and
  - f. Other duties as assigned by Client and acceptable to Attorneys.
3. **RESPONSIBILITIES OF ATTORNEY AND CLIENT.** Attorney will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney and keep Attorney reasonably informed of developments and of Client's address, telephone number, and whereabouts.
4. **RETAINER.** Client will forward a deposit of \$3,500.00 to Attorney. Upon receipt of said monies, the deposit will be placed in a trust account, to be used to pay costs, expenses and fees incurred for legal services upon the commencement of this Legal Services Agreement up to the deposited amount. Client hereby authorizes Attorney to withdraw sums from the trust account to pay the costs and/or fees Client incurs upon commencement of this Legal Services Agreement. Any unused deposit at the conclusion of Attorney's services will be refunded to Client.

5. **ATTORNEY'S FEES.** Client agrees to pay Attorney fees for services provided under this Agreement as follows:

- Partners, Of Counsel/Senior Counsel = \$295.00 per hour
- Associates = \$260.00 per hour
- Law Clerks and Paralegals = \$100.00 per hour

Attorney will charge in increments of 1/10th of an hour, rounded off for each particular activity to the nearest 1/10th of an hour. Attorney time will be itemized and billed on a monthly basis or sooner if a discernible project has been completed. The bills are due and owing upon receipt. Attorney rates may increase at any time and Client will be informed of any increase in writing. Any rate increase during this agreement will take effect 30 days after written notification to the Client.

The minimum charge for any particular activity will be 1/10th of an hour. Attorney will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: correspondence, attendance at meetings, review, revision and preparation of legal documents; legal research; telephone conversations; settlement discussions; and all other phases of administrative and judicial representation. This Agreement does not address fees for litigation, which may be determined on a case-by-case basis to be at a higher rate.

6. **COSTS.** Client further agrees to reimburse Attorney for all cost and expenses incurred by Attorney, for actual and necessary expenses and costs with respect to providing legal services including but not limited to costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrator's fees, court reporters' process server fees, fees fixed by law or assessed by courts or other agencies, postage, copies (@ 20¢ per page), facsimile transmissions (@ \$1.00 per page) mailing, parking, mileage, consultant fees, investigation expenses, lodging and reasonable travel expenses, consultants' fees and expert witness fees. All fees and costs will be billed to the Client as incurred by Attorney on a monthly basis. When legal representation as provided for under this Agreement includes litigation, Client will bear costs for court filing fees, deposition costs, expert fees and expenses, investigation costs and process server fees, travel, photocopying, and facsimile charges. Client will be billed on a monthly basis for these costs. The bills are due and owing upon receipt. Attorney rates and costs may increase at any time and Client will be informed of any increase in writing. Any rate increase during this agreement will take effect 30 days after written notification to the Client.

7. **REPRESENTATION OF ADVERSE INTERESTS.** Client is informed that the Rules of Professional Conduct of the State Bar of California require the Client's informed written consent before an Attorney may begin or continue to represent the Client when the Attorney has or had a relationship with another party interested in the subject matter of the Attorney's proposed representation of the Client. Attorney is not aware of any relationship with any other party interested in the subject matter of Attorney's services for Client under this agreement. As long as Attorney's services for Client continue under this agreement, Attorney will not agree to provide legal services for any such party without Client's prior written consent.

8. **SETTLEMENT.** Attorney will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney.
9. **ATTORNEY'S LIEN.** Attorney will have a lien for Attorney's fees and costs advanced on all claims and causes of action that are the subject of their representation of Client under this agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment).
10. **DISCHARGE OF ATTORNEY.** Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's Attorney of record in any proceeding, Client will execute and return a substitution-of-Attorney form immediately on its receipt from Attorney. Notwithstanding the discharge, Client will be obligated to pay Attorney's fee for all services provided and to reimburse Attorney out of the recovery for all costs advanced.
11. **WITHDRAWAL OF ATTORNEY.** Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) The Client consents; and (b) the Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively. Notwithstanding Attorney's withdrawal, Client will be obligated to pay Attorney's fees for all services provided.
12. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.
13. **ELECTRONIC STORAGE.** In order to provide you with efficient and convenient legal services, we will communicate and transmit documents using e-mail. Because cybersecurity continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, you are consenting to such e-mail transmissions.

In addition, we use a cloud-based computing service with servers located in a facility other than our office. Some of our electronic data, including e-mails and documents, are stored in this manner. By entering into this Agreement, you understand and consent to having communications, documents and information pertinent to your matter stored through a cloud-based service.

14. **DISCLAIMER OF GUARANTY.** Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee 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.

15. **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.
16. **SEVERABILITY.** 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.
17. **MODIFICATION.** This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.
18. **ARBITRATION OF FEE DISPUTE.** If a dispute arises between Attorney and Client regarding Attorney's fees under this agreement and Attorney 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 sections 6200-6206, in which event Attorney must submit the matter to such arbitration.
19. **ATTORNEY'S FEES.** The prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable Attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.
20. **EFFECTIVE DATE.** The effective date of this agreement is **SEPTEMBER 4, 2020** or the date first signed below by Client and will automatically renew annually on the effective date.
21. **ERRORS AND OMISSIONS POLICY.** Client is informed that Attorney has errors and omissions insurance which covers the professional services that are to be rendered pursuant to this agreement.
22. **AUTHORIZATION.** By signing below Client certifies it has taken all actions necessary for approval of this Agreement by the governing body of Client.
23. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorneys, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

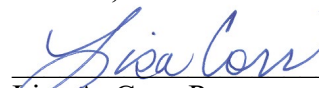
The foregoing is agreed to by:

**JENELL SHERMAN, EXECUTIVE DIRECTOR**

DATE \_\_\_\_\_  
Signature

**YOUNG, MINNEY & CORR, LLP**

DATE 09/04/2020

  
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Lisa A. Corr, Partner

