ATTORNEY-CLIENT FEE AGREEMENT

This Attorney-Client Fee Agreement ("Contract") is entered into by and between the Sacramento Metropolitan Air Quality Management District ("Client") and Serlin & Whiteford, LLP ("Counsel") as follows:

1. **Scope and Duties.** Client hires Counsel to provide legal services in connection with collection matters from time to time as may be assigned by Client. Counsel shall provide those legal 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 agrees to cooperate with Counsel and to keep Counsel informed of developments, abide by this Contract, and to keep Counsel advised of Client's address and telephone number and general whereabouts.

2. **Legal Fees.** Client agrees to pay for legal services at rates which currently range from $95.00 per hour for paralegals, $200.00 for junior attorneys, and $350.00 for senior attorneys. These rates are subject to periodic increases of which you will be notified.

3. **Costs Incurred.** Client shall be responsible for all of Counsel's disbursements and costs incurred in connection with Counsel's legal services for Client, including, but not limited to, court costs, deposition costs, investigator fees, private adjudicator and referee fees, and expert consultation and witness fees.

4. **Statements.** Counsel shall send Client monthly billing statements which, when the initial retainer is depleted, are due and payable upon presentment. It is the policy of Counsel to withdraw from cases of clients who fail to keep their accounts current.

5. **Lien.** Client hereby grants Counsel a lien on any and all claims or causes of action that are the subject of Counsel's representation under this Contract. Counsel's lien will be for any sums due and owing to Counsel at the conclusion of Counsel's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise.
6. Discharge and Withdrawal. Client may discharge Counsel at any time. Counsel may withdraw with Client’s or the court’s consent. Bases for withdrawal include Client’s breach of this Contract, Client’s refusal to cooperate with Counsel or to follow Counsel’s advice on a material matter, or any other fact or circumstance that would render Counsel’s continuing representation of Client unlawful or unethical.

7. Conclusion of Services. When Counsel’s services conclude, all unpaid charges shall become immediately due and payable. After Counsel’s services conclude, Counsel will, upon Client’s request, deliver Client’s file to Client along with any Client funds or property in Counsel’s possession.

8. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

9. Severability. If any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall continue in full force and effect and shall in no way be impaired or invalidated.

10. Governing Law. This Contract shall be construed in accordance with the laws of the State of California, including its conflict of law rules. This Contract shall not be construed against the party preparing it, but instead shall be construed as if all parties had jointly prepared it.

11. Venue. If any dispute should arise between Client and Counsel, the parties hereby stipulate that Sacramento County is the proper venue for resolution of any such dispute.

12. Fee Disputes. In the event this Contract is not honored by Client, the client promises to pay all costs and expenses of collection and reasonable attorneys’ fees incurred by Counsel on account of such collection. Moreover, any controversy or claim arising out of or relating to this Contract, or breach thereof, shall be settled by arbitration in accordance with The Rules of the Sacramento County Bar Association. It is the intent of Client and Counsel that either of them may apply to the court having jurisdiction over the controversy, for provisional or temporary remedies before or during the pendency of any arbitration. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction. Client and Counsel understand and agree that the agreement to settle by arbitration contained in this Paragraph constitutes a waiver of all rights to judicial trial by court and/or jury.

13. Authority to Bind Respective Entities. Each person signing this Contract represents and warrants that he or she has the power and authority to bind the respective entity on behalf of which the party is signing.

14. Notice of Attorney’s Malpractice Coverage. Pursuant to the California Business and Professions Code, Client is hereby given notice that Counsel maintains professional liability insurance.
15. **Term.** The Contract will be backdated to **August 21, 2014** and terminates **August 20, 2016**, unless extended by mutual consent of the parties.

SERLIN & WHITEFORD, LLP

DATED: October __, 2014 By: ________________________________
MARK A. SERLIN, Partner

THE SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT

DATED: October __, 2014 By: ________________________________
KATHRINE PITTAIRD, District Counsel