

MCCRACKEN, BYERS & RICHARDSON

An Association of Attorneys
870 MITTEN ROAD
BURLINGAME, CALIFORNIA 94010-1304
TEL: (650) 697-4890
FAX: (650) 697-4895

Michael D. McCracken
David J. Byers
Patrick M. K. Richardson

PARALEGAL
Jill Briggs

March 8, 2011

Paul Berlant, Executive Officer
Marin General Services Authority
555 Northgate Drive, Ste. 230
San Rafael, CA 94903-3680

Re: Agreement for Legal Services

Dear Paul:

Carla Overberger has requested that we send the old Fee Agreement for our Firm's representation of the Marin General Services Authority. I formed the Marin Street Light Acquisition Joint Powers Authority, the predecessor to the present entity, in 1985. I cannot find the old Fee Agreement. I have prepared a new Fee Agreement with The Byers Law Offices as General Counsel for the Marin General Services Authority. Please sign and return the enclosed Fee Agreement

If you have any questions, please feel free to call.

Very truly yours,

MCCRACKEN, BYERS & RICHARDSON



DAVID J. BYERS

DJB/jb
cc: Carla Overberger
Encl.

THE BYERS LAW OFFICE
870 MITTEN ROAD
BURLINGAME, CALIFORNIA 94010-1304
TEL: (650) 697-4890
FAX: (650) 697-4895

AGREEMENT FOR LEGAL SERVICES

This **AGREEMENT FOR LEGAL SERVICES** (the “agreement”) constitutes the contract by which THE BYERS LAW OFFICE (“we”) will provide legal services to THE MARIN GENERAL SERVICES AUTHORITY and (“you”) on the following terms.

1. **INITIAL REQUIREMENT.** This agreement will not take effect, and we will have no obligation to provide legal services, until you return a signed copy of this agreement and pay the initial deposit, if any, called for under Paragraph 4.

2. **SCOPE OF SERVICES.** You are hiring us as your attorneys, to represent you as General Counsel for all matters within our areas of expertise. We will provide those legal services reasonably required to represent you. We will take reasonable steps to keep you informed of progress and to respond to your inquiries. If a court action is filed, we will represent you through trial and post-trial motions. Unless a different agreement is made in writing, this agreement will govern all future services we may perform for you.

As your attorneys, we will make all factual and strategic decisions regarding our representation. We may grant continuances to opposing counsel without your affirmation. We may speak to the press or other members of the public if we determine it is in your interest. We will not reveal any confidential information without your permission.

3. **CLIENT’S DUTIES.** You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this agreement, to pay our bills upon receipt and to keep

us advised of your address, telephone number and whereabouts. It is critical that you respond to all efforts to reach you as soon as possible.

4. **RETAINER DEPOSIT.** Not Applicable.

5. **LEGAL FEES AND BILLING PRACTICES.** You agree to pay the following rates for legal services:

David J. Byers	\$ 185.00 per hour
Patrick Richardson - Of Counsel	\$ 185.00 per hour
Associate/Contract Attorney	\$ 150.00 per hour
Paralegal	\$ 90.00 per hour

The rates on this schedule are subject to change on sixty (60) days written notice. If you decline to pay any increased rates, we have the right to withdraw as your counsel.

We will charge you for the time we spend on telephone calls relating to your matter, including calls with you, opposing counsel or court personnel. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. We will charge for waiting time in court and elsewhere and for travel time, both local and out of town. Unlike the practices of many other professional firms, you are not billed for secretarial service except when overtime is paid to do work on your matter.

6. **COSTS AND OTHER CHARGES.**

(a) In General

We will incur various costs and expenses in performing legal services under this agreement. You agree to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include process servers' fees, fees fixed by law or assessed by courts and other agencies, court reporters' fees, messenger and other delivery fees, photocopying and other reproduction costs.

(b) Experts, Consultants and Investigators

To aid in the preparation or presentation of your case, it may become necessary to hire expert witnesses, consultants or investigators. We will not hire such persons unless you agree to pay their fees and charges. We will select any expert witnesses, consultants or investigators to be hired.

(c) Out of Town Travel

You agree to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by our personnel. You will also be charged the hourly rates for the time legal personnel spend traveling.

(d) Of Counsel

You are advised that this Law Office maintains a relationship with Patrick M.K. Richardson in an "Of-Counsel" capacity. Mr. Richardson is not an employee of this Law Office. You are agreeing that the Law Office may consult or contract with Mr. Richardson on your case and at the discretion of the Law Office. You will be charged for Mr. Richardson's services at the hourly rate noted above in Paragraph 5.

7. **BILLING STATEMENTS.** We will send you monthly statements for fees and costs incurred. You will be charged simple interest at the rate of twelve percent (12%) on any unpaid portions of your bill that are sixty (60) days old. The fact that you are charged interest does not eliminate your responsibility to pay the bill when it is received.

8. **LIEN.** You hereby grant us a lien on any and all claims or causes of action that are the subject of our representation under this agreement. Our lien will be for any sums owing to us at the conclusion of our services. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement or otherwise.

9. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time. However upon such discharge all monies due us shall be paid immediately. We may withdraw with your consent or for good cause. Good cause includes your breach of this agreement, including your failure to pay your bills upon receipt, your refusal to cooperate with us or to follow our advice on a material matter, or, finally, any fact or circumstance that would render our continuing representation unlawful or unethical.

When our services conclude, all unpaid charges will immediately become due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession.

10. **ATTORNEY'S FEES.** If any legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

11. **DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the outcome of your matter are expressions of opinion only.

12. **ERRORS AND OMISSION COVERAGE.** We maintain errors and omissions insurance coverage applicable to the services to be rendered.

13. **EFFECTIVE DATE.** This agreement will take effect when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed services. Even if this agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.

///

14. **SOLE AGREEMENT.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except if in writing.

THE BYERS LAW OFFICE

Dated: 3/8/11

By: David J. Byers

I have read and understand the foregoing terms and agree to them, as of the date THE BYERS LAW OFFICE first provided services. I agree to be liable, jointly and severally, for all obligations under this agreement. All invoices will be sent at the address indicated below, unless otherwise notified.

The Marin General Services Authority
Paul Berlant, Executive Officer
555 Northgate Drive, Ste. 230
San Rafael, CA 94903

THE MARIN GENERAL SERVICES AUTHORITY

By: _____