

WILLIAM P. HARRIS, P.S.  
LAWYER  
5440 CALIFORNIA AVE. SW.  
SEATTLE, WA 98136  
(206) 935-8077

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This agreement is made between William P. Harris, P.S. hereafter referred to as "Attorney," and Pacific County, hereafter referred to as "Client."

2. LEGAL SERVICES TO BE PROVIDED. The legal services to be provided by Attorney to Client are as follows: Attorney will use best efforts to enforce, in the State of Washington Client's claims against Sharon Reckis and her agents and /or principals in the matter of the automobile accident that occurred on April 4, 2011 in SeaTac, Washington.

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.

4. ATTORNEY'S FEES. The amount Attorney will received for attorney's fees for the legal services to be provided under this agreement will be 33.33 percent of the recovery.

"Recovery" means the total amount received (whether by settlement, garnishment or attachment, or other legal process) including amounts attributed to "costs" as defined in paragraph 5 below.

Client is informed that this Attorney's fee is not set by law, but rather is negotiable between Attorney and Client.

If there is no recovery, Attorney will receive no attorney's fees.

5. COSTS. Client will be responsible for all "costs" in connection with Attorney's representation of Client under this agreement. Costs include, but are not limited to, court filing fees, investigation costs, depositions, expert fees and process server fees. Attorney will not incur costs without Client's prior approval.

6. REPRESENTATION OF ADVERSE INTERESTS. Client is informed that the Rules of Professional Conduct of the State Bar of Washington 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.

7. 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.

8. 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 Attorney's representation of Client under this agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award or court judgment.)

9. 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 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 out of the recovery a reasonable attorney's fee for all services provided and to reimburse Attorney out of the recovery for all costs advanced.

10. WITHDRAWAL OF ATTORNEY. Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State of Washington. The circumstances under the Rules which permit such withdrawal, 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 out of the recovery a reasonable attorney's fee for all services provided, and to reimburse Attorney for all costs advanced before the withdrawal.

11. 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, expert's reports, legal documents, physical evidence and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

12. 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 guarantee.

13. 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.

14. SEVERABILITY IN THE EVENT OF PARTIAL INVALIDITY. 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.

15. MODIFICATION BY SUBSEQUENT AGREEMENT. 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 the parties carry it out.

16. MEDIATION OR ARBITRATION OF FEE DISPUTE. If a dispute arises between Attorney and Client regarding attorney's fees under this agreement, the parties agree to submit the dispute to the Washington State Bar Association for mediation or arbitration.

17. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. 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.

18. EFFECTIVE DATE OF AGREEMENT. The effective date of this agreement will be the date when, having executed by Client, one copy of the agreement is received by Attorney.

Dated this 8<sup>th</sup> day of November, 2011.

Kathy Spoor, CAO  
Client

Dated this \_\_\_\_\_ day of November, 2011

\_\_\_\_\_  
Attorney